



Registration of a Charge

Company name: **EDINBURGH PRINTMAKERS LIMITED**

Company number: **SC044723**



X6431UPL

Received for Electronic Filing: **10/04/2017**

Details of Charge

Date of creation: **07/04/2017**

Charge code: **SC04 4723 0001**

Persons entitled: **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND**

Brief description: **ALL AND WHOLE THE TENANT'S INTEREST IN THE LEASE BETWEEN THE CITY OF EDINBURGH COUNCIL AND EDINBURGH PRINTMAKERS LIMITED OVER THOSE SUBJECTS KNOWN AS AND FORMING THE FORMER NORTH BRITISH RUBBER COMPANY BUILDING, FOUNTAIN BRIDGE, EDINBURGH BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID183118.**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

MORTON FRASER LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 44723

Charge code: SC04 4723 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th April 2017 and created by EDINBURGH PRINTMAKERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th April 2017 .

Given at Companies House, Edinburgh on 11th April 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

WE, **EDINBURGH PRINTMAKERS LIMITED**, incorporated under the Companies Acts (registered number SC44723) and having our registered office at Edinburgh Printmakers, 23 Union Street, Edinburgh, EH1 3LR, and registered as a Scottish Charity, Charity Number SC009015, (hereinafter referred to as "the Grantee" in implement of our obligations under (i) Contract between The Trustees of the National Heritage Memorial Fund, of 7 Holbein Place, London, SW1W 8NR (hereinafter referred to as "the Fund") and us dated 5 January, a copy of which is annexed and signed as relative hereto and in security of the obligations to and all sums due and to become due to the Fund by us in terms of the said Contract and of any variation or alteration thereof HEREBY GRANT a Standard Security in favour of the Fund over ALL and WHOLE the tenant's interest in the lease between The City of Edinburgh Council and Edinburgh Printmakers Limited dated 14 March 2017 and to be registered in the Land Register of Scotland , being the subjects forming the former North British Rubber Factory, as shown outlined in red on the Plan annexed and executed as relative hereto, which property is part and portion of title number MID116059; TOGETHER WITH (One) our whole right, title and interest in and to the buildings on the subjects hereinbefore described and the fittings and fixtures therein and thereon; (Two) the whole parts, privileges and pertinents effeiring thereto, and (Three) our whole right, title and interest, present and future in and to the said subjects hereby secured; The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply, but the standard conditions shall be varied to the effect (One) that the insurance to be effected in terms of the Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the security subjects and not the market value thereof; (Two) the standard conditions shall be varied in accordance with the said Contract; and (Three) the standard conditions shall be varied in accordance with the provisions of the Schedule annexed and signed as relative hereto; And we certify that our grant of this Standard Security does not contravene any of the provisions of our Memorandum and Articles of Association and that we have the power and authority to grant this Standard Security;

GLAS 1580872 v 4

This is the Schedule referred to in the foregoing Standard Security by Edinburgh Printmakers Limited ("the Grantee") in favour of The Trustees of the National Heritage Memorial Fund ("the Fund").

1. **Repayment of the Grant by Edinburgh Printmakers Limited**

- 1.1. If the Grantee shall at anytime prior to the expiration of the Grant Period be in breach of any of the material Grant Conditions and shall have failed to remedy such breach within a reasonable period of request the Grant (or so much of it as shall at the time have been paid by the Fund to the Grantee) shall be repayable forthwith upon receipt of a written demand from the Fund to the Grantee and the Fund shall be entitled to call up the Standard Security and/or serve a notice of default.
- 1.2. Interest shall be payable by the Grantee to the Fund on the Grant (or so much of it as shall at that time have been paid by the Fund to the Grantee) from the date of the notice referred to in Clause 1.1 until the actual date of repayment at a rate equal to 4% per year above the National Westminster Bank plc base rate from time to time (as well as before any judgment).

2. **Power of Attorney**

The Grantee hereby irrevocably appoints the Fund its Attorney for all or any of the purposes of these presents and the grantee hereby ratifies and confirms and agrees to ratify and confirm whatsoever the Fund shall do or purport to do by virtue of this clause.

~~Attest~~

@ 04.04.2017

STANDARD SECURITY

by

Edinburgh Printmakers Limited

in favour of

THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND

2017

STANDARD SECURITY

by

Edinburgh Printmakers Limited

in favour of

**THE TRUSTEES OF THE
NATIONAL HERITAGE MEMORIAL
FUND**

2017

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020 7591 6255
Website
www.hlf.org.uk



2 February 2016

Our Ref: HE-13-11081

Sarah Price
CEO
Edinburgh Printmakers Ltd
23 Union Street
EDINBURGH
EH1 3LR

*This is the contract
between the Trustees of the
National Heritage Memorial
Fund and Edinburgh Printmakers
Limited dated 5 January*

Dear Sarah Price,

Former North British Rubber Company HQ Castlemill – Edinburgh Printmakers Visual Arts Centre of Excellence

Congratulations, your application has now been assessed, and I am delighted to inform you that we have decided to award you a grant of up to £4,494,000.00 (four million, four hundred and ninety four thousand pounds; 49% of the total eligible project cost of £9,180,470.00) towards your project.

The percentage above is known as your 'grant percentage.' As your approved project costs include non-cash contributions and/or volunteer time, we have also calculated the percentage of cash that we will be contributing towards the project. We describe this as the 'payment percentage' and for your project this will be 49%. More information on this can be found within the 'Receiving a grant' guidance.

Part 1 of this letter sets out how we will work with you during the delivery phase of your project.

Part 2 deals with the legal aspects of the grant that we are offering. It refers to the standard terms of grant that you accepted when you completed the Declaration section of your online application.

Part 3 advises you on the next steps.

Part 1 – How we will work with you

Delivering your project

You will need to deliver your project in line with the proposals set out in your application. We will contact you shortly to arrange a start-up discussion, when we will agree a timetable for progress reporting and grant payment requests. More information on this can be found within the 'Receiving a grant' guidance.

Keeping in touch

We will be monitoring your progress against the approved purposes of our grant and any areas of risk we have identified. This will help us to understand how well the delivery is advancing and alert us to any issues. The approved purposes for your project are as follows:

*referred
to in
the
forgoing
security
between
Edinburgh
Printmakers
Limited
and
the
Trustees
of the
National
Heritage
Memorial
Fund*

- To repair, restore and adapt the C-listed Castle Mill Works in Edinburgh in accordance with best conservation practice.
- To undertake a sensitive reconfiguration of the building's spaces to create a flexible and sustainable facility with gallery space, a café and bar, retail area, learning spaces and a creative industries hub with 12 studio spaces for rent. There is potential for an additional 8 spaces to be provided through an extension to be funded outside the HLF-funded project.
- To bring the building back into use as the new base for Edinburgh Printmakers, enabling the expansion of their current offering as set out in the second round application.
- To deliver the programme of heritage learning, interpretation and skills development activities as set out in the Activity Plan.

We will appoint an external monitor to carry out project management monitoring of your delivery phase on our behalf. We will let you know their name and responsibilities when they are appointed.

We will also appoint an external mentor to provide on-going business plan support.

Please read the 'Receiving a grant' guidance. This requires you to:

- obtain our permission to start the delivery phase;
- submit progress reports at a frequency agreed between us when we have our start up discussion;
- request your grant payments;
- provide a completion and evaluation report when you have finished the delivery phase;
- procure goods, works and services in accordance with EU procurement regulations and the 'Receiving a grant' guidance.

The forms that you will need for requesting permission to start, requesting your grant and reporting your progress and completion should be **accessed and submitted via your online account** (https://forms.hlf.org.uk/officeforms/HLF_Projects.ofml), in the same way that you supplied your application form. If you do not have an online account, send hard copies of your forms to your Grants Officer.

Part 2 – The legal section

Grantee name and address: Edinburgh Printmakers Ltd
23 Union Street
EDINBURGH
EH1 3LR

Project Reference Number: HE-13-11081

Grant

The attached appendix 1 sets out the principal elements of the approved purposes to which the Heritage Lottery Fund (HLF) has agreed to contribute along with anticipated partnership funding.

Please be aware that if you spend less on your delivery project than the approved project budget, we will reduce the final grant payable. Any reduction will be in proportion to HLF's grant contribution.

Standard terms of grant

We will pay you the grant subject to you complying with our standard terms of grant which formed part of your application; the additional grant conditions (if any) set out below; and with the conditions and requirements set out in 'Receiving a grant'.

Additional grant conditions

In addition to our standard terms of grant, you must observe the following additional conditions in respect of the Project:

1 Lease

- a Before you start any of the work needed to achieve the Approved Purposes and before we pay you any part of the Grant, you must confirm to us that you have obtained a lease of the Property with at least 10 years left to run from the expected Project Completion Date. The lease must be on terms which are consistent with the requirements set out in the application pack and the terms of the Standard terms of grant and with carrying out the Approved Purposes and Approved Usage.
- b For the purposes of clause 15 of the Standard terms of grant, we acknowledge that your ownership amounts only to a lease of the Property. You must at all times follow the covenants and other obligations of the tenant under your lease of the Property.

2 Letting clause

Despite clause 15 of the Standard terms of grant, you may lease or let part or parts of the Property for purposes which are consistent with the Approved Usage and for any periods we have first approved. However, the leases or lets must always be at a full market rent and you must use the rental income for the purpose of carrying out the Approved Purposes or generally for the benefit of the Property.

3 Security (First and only Charge)

- a Before you begin any of the Approved Purposes and before we pay you any part of the Grant, you must grant us a security over the Property ("our Charge") as security for any sums that may become due to us, in a form we require.
- b You must send us any information we ask for relating to the grant of our Charge.
- c Your Solicitor must arrange for the Security to be registered at Land Registers of Scotland and Companies House (if you are a registered Company) within 21 days.
- e You must provide us with such evidence as we reasonably require to show that the registrations set out in this Additional grant condition have been effected.

- f If you break the terms of our Charge, we will treat it as though you have broken the terms of grant. If there are any differences between the terms of our Charge and the terms of grant, the terms of our Charge will take priority.

4 Business plan

Updated versions of the business plan (incorporating an operational plan) to be submitted for HLF's approval no later than six months after Permission to Start is granted, and thereafter bi-annually to track progress in building up reserves, with a final pre-opening version no later than six months prior to physical completion of the works.

Grant expiry date

You must complete the approved purposes by December 2019.

Duration of the terms of grant

The standard terms of grant and the additional grant conditions (if any) will last for the duration of your 20 years from the Project Completion Date.

The following documents define the project for which the grant is offered:

1. This letter
2. Your application dated 17 June 2015.
3. Documents submitted by you in support of your application.

Withdrawal of the grant

We may withdraw the grant if:

- You have already started work on the delivery phase before we have given you our permission to do so, in accordance with the standard terms of grant.
- You do not start work on the delivery phase within 6 months of the date of this letter.

Part 3 – Next steps

The following documents will be emailed to you:

- 'Receiving a grant' setting out our monitoring requirements
- Standard terms of a grant
- 'How to acknowledge your grant' guidance
- Photography of HLF-funded projects: A guide for grantees – accessible via www.hlf.org.uk/photography
- How to announce your grant to the media
- Template photo call notice
- Template press release – second round pass

Permission to start

We will only give you our permission to start when certain pre-conditions, defined in the 'Receiving a grant guidance', have been satisfied. For us to pay your grant requests by bank transfer (BACS), we need to see a copy of a recent bank statement (within the last three months), or a cheque or a paying-in slip for the relevant account, showing the bank's name and address. You will need to submit this with your 'Permission to start' form.

Please note that your 'Permission to start' form will be released to your online account within 15 working days of this letter. Please contact your Grants Officer using the contact details below if you need to access the form any earlier than this.

Amy Eastwood
Senior Grants Officer
Direct Line: 0131 240 1581
Email: AmyE@hlf.org.uk

Publicity

It is important to publicise your award to local media so that lottery players know where their money has gone. However, you must keep your award confidential until we have discussed and agreed your publicity plans. We will publish the fact that you have been awarded a grant on our website within 10 days of the grant being awarded. Your grant officer Amy can assist you with queries about publicity and the media and I have emailed a template press release which you may find helpful to issue to media once your publicity plans have been agreed.

Please also contact Amy as soon as possible to agree the most appropriate location and nature of HLF acknowledgment for your grant both during your project and after its completion. You must make sure you include our logo on any information you produce about your delivery, for example, on public consultation or fundraising information or materials. You must also include our logo on all designs or plans you produce, on all specialist reports or surveys, and on all tender documents that are funded by our grant. Please refer to the 'How to acknowledge your grant' guidance which explains how to do this.

Join our Online Community

Did you know that we have an Online Community to connect people working on HLF-supported projects? It's a friendly and informal forum to ask and answer questions, share learning and network with other grantees and heritage professionals. You can find it on our website at <https://www.hlf.org.uk/community>. If you'd like to join in the discussions, simply log in with your existing HLF account username and password, or you can register a new account at www.hlf.org.uk/user/register. If you have any questions about the Online Community, please contact onlinecommunity@hlf.org.uk.

We wish you every success with your project, and look forward to receiving regular updates.

Please contact your grant officer Amy if you have any queries arising from this letter.

Yours sincerely
Lucy Casot

Lucy Casot
Head of HLF, Scotland

Appendix 1 – Approved project costs

a) Delivery Phase costs

Capital costs

Cost Heading	Description	Cost £	Vat £	Contingency £ %		Total £
New building work	Construction of new build extension	547,263	53,021	0	0	600,284
Other capital work	External works associated with the development	271,082	26,264	0	0	297,346
Other costs (capital)	Decant Costs	39,000	3,003	0	0	42,003
Equipment and materials (capital)	Building Materials and Fixtures & Fittings of Interior/Exterior	553,542	53,629	0	0	607,171
Professional fees relating to any of the above (capital)	Complete refurbishment of existing building fabric	3,810,886	369,214	0	0	4,180,100
Professional fees relating to any of the above (capital)	Project Management, Design Team, Surveyors, Planning, legal and other professional costs	744,400	72,121	0	0	816,521
Total Costs		5,966,173	577,252	0	0	6,543,425

Activity costs

Cost Heading	Description	Cost £	Vat £	Contingency £ %		Total £
New staff costs	Project Development Manager, Learning&Access Officer, Capital Communications Officer, Fundraising Manager	259,267	0	0	0	259,267
Training for staff	heritage, audience and maintenance skills training, delivery skills	13,100	1,269	0	0	14,369
Paid training placements	Community benefit conservation skills training - apprenticeships	10,050	974	0	0	11,024
Training for volunteers	audience engagement skills training	4,750	460	0	0	5,210
Travel for staff	Travel costs- events/meetings	1,800	174	0	0	1,974
Travel and expenses for volunteers	Travel costs for Volunteers to and from events/meetings	200	19	0	0	219
Other costs (activity)	Travel/accommodation costs for Artists, hospitality/labour costs for installing events/artwork	28,620	2,773	0	0	31,393
Equipment and materials (activity)	Art materials/event equipment	28,620	2,773	0	0	31,393
Professional fees relating to any of the	Artists/Curators/Consultant s Fees	85,860	8,318	0	0	94,178

Cost Heading	Description	Cost	Vat	Contingency		Total
		£	£	£	%	£
above (activity)						
Total Costs		432,267	16,760	0	0	449,027

Other costs

Cost Heading	Description	Cost	Vat	Contingency		Total
		£	£	£	%	£
Publicity and promotion	Marketing, website design, advertising, communications, PR events	51,925	5,031	0	0	56,956
Evaluation	Evaluation report of CMW redevelopment	4,000	388	0	0	4,388
Full Cost Recovery	FCR on core Admin Costs and existing staff costs of managing the project	352,778	6,615	0	0	359,393
Contingency	Build, Client, Professional Fees, Fundraising, BP Consultations, Fix Fits	620,702	60,910	0	0	681,612
Inflation	Inflation over 3 years for Build/Activities	780,042	75,574	0	0	855,616
Volunteer time	Board/Learning & Artistic programme	77,775	0	0	0	77,775
Other costs	Fundraising Consultancy/Events, Office Rental, IT equipment, Business plan consultants fees and Merchandise Development	138,828	13,450	0	0	152,278
Total Costs		2,026,050	161,968	0	0	2,188,018

b) Delivery Phase income

Delivery income

Income Heading	Description	Secured	Total (£)
Other public sector	Creative Scotland (2nd round decision 24 Sept)	No	1,632,075
Central government	Regeneration Capital Grant Fund - first round pass - second round decision Jan 16	No	1,363,769
Central government	Historic Scotland	Yes	500,000
Private donation - Individual	online, major giving, friends programme	No	100,000
Private donation - Trusts/Charities/Foundation	Fundraising ongoing (incl Clore £300k and Foyle £250k)	No	610,851
Private donation - Trusts/Charities/Foundation	Secured to date incl Garfield Weston, Robertson, Dunard	Yes	382,000
Private donation - corporate	CSR, employee fundraising	No	20,000
Commercial/business	-	No	0
Volunteer time	Board/Learning & Artistic programme	Yes	77,775
HLF Grant			4,494,000
Total Income			9,180,470

~~XXXXXXXXXXXXXXXXXXXX~~
04.04.2017

London
7 Holbein Place
London SW1W 8NR

Telephone
020 7591 6000
Facsimile
020 7591 6001

Telephone
020 7591 6255
Website
www.hlf.org.uk



05 January 2016

Fao Sarah Price
Edinburgh Printmakers Ltd
23 Union Street
Edinburgh
EH12 0AP

Dear Sirs

**Former North British Rubber Company-CastleMill
HE 13 11081**

I refer to the above and your recent award of Grant.

As you may be aware it is a requirement for our larger capital grants that HLF seek a first ranking security. At the time of application and offer we often do not always have full information on additional funders. To enable us to streamline the award process we have standard terms and conditions of grant.

Based on these conditions we ask for a first ranking security. However it is our policy where the grant holder is obliged to provide securities in respect of commercial funders ie banks and/or which relate to repayable loans, we generally accept they will take priority ranking. We will always consider the information put to us by grant holders and act reasonably to ensure they have the funding needed to take the project forward.

In the case of this grant we have also taken the view that Architectural Heritage Fund's security may rank above us.

I do not have full details of other securities that may be sought by your funders but once this information is received from your solicitor I will agree an appropriate ranking agreement. This will confirm that AHF may rank first. Remaining funders such as Creative Scotland, Local Authorities etc will rank equal or below us depending on the levels of funding and their own requirements.

This is something that will need to be formally agreed via the various solicitors.

Yours Faithfully

Deborah Myles
Senior Solicitor
Direct Line: 0207 211 3935
cc- Amy Eastwood, Grants Officer

Letter 1.1 Headed Paper Letter
Template

 Awarding funds from
The National Lottery®



~~Approved for Signature~~

54.04.2017

Architectural site plan showing a residential area. The plan includes a grid of streets, building footprints, and dimensions. A specific area is highlighted with a dashed line and labeled "AREA - 958sqm (10,156sqft) or thereby". Other labels include "AREA - 10,156sqft (109,126sqft) or thereby" and "AREA - 10,156sqft (109,126sqft) or thereby". The plan also shows a "Fountainbridge" area and a "10,156sqft (109,126sqft) or thereby" area.

 $\mathbb{A}^1_R \cong \mathbb{A}^1$

66.8m

205
to 209

◆ EDINBURGH ◆
THE CITY OF EDINBURGH COUNCIL
SERVICES FOR COMMUNITIES
EDINBURGH

CASTLE MILL WORKS
FOUNTAINBRIDGE
EDINBURGH

14/9/16

Mark Ballantyne

SCALE 1:2500 @ A3 SIZE
NEG. NO. A3/1393c

~~Approved for Release~~
04.04.2017

LOCATION PLAN

SCALE 1:2500

SITE PLAN

SCALE 1:500