



Registration of a Charge

Company name: **WESTERWOOD LIMITED**

Company number: **SC124712**

Received for Electronic Filing: **15/07/2020**



X99BXXAP

Details of Charge

Date of creation: **03/07/2020**

Charge code: **SC12 4712 0008**

Persons entitled: **EASTERN PROPERTIES (SCOTLAND) LIMITED**

Brief description: **114-116 AND 118 COLINTON ROAD, EDINBURGH. FOR MORE DETAILS REFER TO THE INSTRUMENT.**

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 124712

Charge code: SC12 4712 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd July 2020 and created by WESTERWOOD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2020 .

Given at Companies House, Edinburgh on 15th July 2020

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, **WESTERWOOD LIMITED**, incorporated under the Companies Acts (Company Number: SC124712) and having our Registered Office at 1 Rutland Court, Edinburgh EH3 8EY (the "Debtor") in security of performance by us of the obligations relating to Overage Payment and Clawback Payment, both as defined in the missives constituted by formal letters exchanged by Anderson Strathern LLP on behalf of the Debtor and Addleshaw Goddard LLP on behalf of the Grantee dated 28 December 2018; 8 and 10 January, 20 and 25 November both months of 2019; and 10 June 2020 (the "Missives") DO HEREBY grant a Standard Security in favour of **EASTERN PROPERTIES (SCOTLAND) LIMITED** incorporated under the Companies Acts (Company Number: SC148910) and having their Registered Office at 8 Westerton Road, East Mains Industrial Estate, Broxburn, West Lothian EH52 5AU (the "Grantee") over ALL and WHOLE the subjects and others known as and forming 114 – 116 and 118 Colinton Road, Edinburgh in the County of Midlothian, being the subjects delineated in red on the plan annexed and signed as relative hereto and comprising (**In The First Place**) the subjects known as and forming One hundred and eighteen Colinton Road, Edinburgh, in the County of Midlothian being the subjects more particularly described in the Disposition by George Cairns and Stanley Brunton Cairns, the individual partners of and trustees for the firm of Bruce & Cairns with consent thereinmentioned in favour of the Improved Edinburgh Property Investment Building Society dated Twentieth and Twenty first and recorded in the Division of the General Register of Sasines for the County of Edinburgh (now Midlothian) on Twenty second all days of September Nineteen hundred and thirty two; and (**In the Second Place**) the subjects known as and forming 114-116 Colinton Road, Edinburgh in the County of Midlothian comprising (**First**) ALL and WHOLE the ground on the north west side of Colinton Road, aforesaid extending to Seven hundred and ten decimal or one thousandth parts of an acre or thereby being the subjects more particularly described in and delineated and coloured pink on the plan annexed and executed as relative to the Feu Charter by the Trustees of David Alexander Angus and others with consent thereinmentioned in favour of George Cairns and Stanley Brunton Cairns as trustees foresaid dated Ninth, Tenth and Sixteenth August and recorded in the said Division of the General Register of Sasines on Seventh September both months of Nineteen hundred and thirty two; Together with the dwellinghouse Number One hundred and fourteen Colinton Road, aforesaid, the garage and offices Number One hundred and sixteen Colinton Road, aforesaid and the whole other buildings and erections on the said piece of ground hereby disposed, the whole fixtures and fittings, parts privileges and pertinents of the said piece of ground and the Seller's whole right, title and interest present and future therein; But excepting always therefrom (**Firstly**) the shop with back-shop and cellar known as Number One hundred and eighteen Colinton Road, aforesaid being the subjects (**In the First Place**) described herein; (**Secondly**) the shop with back-shop and cellar known as Number One hundred and twenty Colinton Road, Edinburgh disposed by the said George Cairns and Stanley Brunton Cairns as Trustees foresaid to the Edinburgh and Dumfriesshire Dairy Company Limited conform to Disposition dated Fifteenth and recorded in the said Division of the General Register of Sasines on Twenty third both days of September Nineteen hundred and thirty two; (**Thirdly**) the shop with back-shop and cellar known as Number One hundred and Twenty two Colinton Road, Edinburgh, disposed by the said George Cairns and Stanley Brunton Cairns as Trustees foresaid to Alexander Housler conform to Disposition dated Fourteenth and recorded in the said Division of the General Register of Sasines Fifteenth both days of December Nineteen hundred and thirty two and (**Fourthly**) the shop with back-shop and cellar and others known as Number One hundred and twenty four Colinton Road, Edinburgh disposed by the said George Cairns and Stanley Brunton Cairns as Trustees foresaid to Johnston Wright Swan conform to Disposition dated Thirty first March and Sixth April and recorded in the said Division of the General Register of Sasines on Twentieth April both in the year Nineteen hundred and thirty three; Excepting also the solum on which the said excepted subjects are built; (**Second**) ALL and WHOLE that triangular shaped area of ground lying generally to the northwest of Colinton Road, Edinburgh, and being the subjects more particularly described in and disposed (**In the First Place**) and (**In the Second Place**) in the Disposition by James Miller and Roger Ogilvy Stewart Miller as Executors Nominate of the late Sir James Miller in favour of Eastern Holdings Limited dated Thirtieth August and recorded in the said Division of the General Register of Sasines on

Tenth September both months of Nineteen hundred and ninety three; (**Third**) ALL and WHOLE that plot or area of ground extending to seven hundred and eighty six square metres to the north west of Colinton Grove, Edinburgh being the subjects described in and disposed by Disposition by Lady Ella Jane Stewart or Miller and others in favour of Eastern Motor Company Limited dated Thirtieth August and First September both Nineteen hundred and seventy eight and recorded in the said Division of the General Register of Sasines on Fourteenth February Nineteen hundred and seventy nine and (**Fourth**) ALL and WHOLE that area or piece of ground extending to One hundred and thirty five decimal or one thousandth parts of an acre or thereby with a self-contained dwellinghouse and others known as and forming One hundred and twelve Colinton Road, Edinburgh erected thereon and the small triangular area or piece of ground extending to Sixteen decimal or one thousandth parts of an acre immediately adjoining on and towards the north of same, which subjects are more particularly described in and disposed (IN THE FIRST PLACE) and (IN THE SECOND PLACE) in Disposition by Doctor James Neil Graham Ritchie and Mrs Anna Ritchie in favour of Eastern Holdings Limited dated Twentieth November and recorded in the said Division of the General Register of Sasines on Fourth December all Nineteen hundred and ninety one; But excepting therefrom the subjects comprising the dwellinghouse known as One hundred and twelve Colinton Road, aforesaid and the garden ground pertaining thereto being the subjects more particularly described in and disposed by Disposition by Eastern Holdings Limited in favour of Peter Graeme Blackhall and Mrs Linda Jane Hunter or Blackhall dated Thirty first March and recorded in the said Division of the General Register of Sasines on Fifteenth April all in the year Nineteen hundred and ninety three; Together with (**In the First Place**) and (**In the Second Place**) (One) the whole fittings and fixtures therein and thereon and the parts, privileges and pertinents thereof; and (Two) the Debtor's whole right, title and interest present and future in and to the said subjects described (**In the First Place**) and (**In the Second Place**) ("the Security Subjects"); 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; And we agree that save as aforesaid the said standard conditions shall be varied to the effect that:-

(First) In the event of the Grantee exercising any of the remedies competent to it in terms of Standard Condition 10 of said Schedule 3 to the last mentioned Act and of the Debtor failing to remove from the Security Subjects any furniture, furnishings, equipment, utensils, motor vehicles or other moveable effects, whether of a personal, domestic or business nature belonging to the Debtor (hereinafter referred to as "Moveables"), after being called upon by the Grantee by notice in writing to remove the same within such reasonable period as may be specified in the said notice, the Grantee shall be entitled and are hereby irrevocably authorised as agents of the Debtor to remove, sell, store or otherwise deal with the disposal of such Moveables in such manner and upon such terms as the Grantee acting reasonably may think fit, subject only to an obligation to account to the Debtor for any price received by the Grantee for any of the same. The Grantee shall not be liable for any loss or damage occasioned to the Debtor by the exercise of the authority hereby conferred on the Grantee and the Debtor shall be bound to indemnify the Grantee against all expenses reasonably incurred by them in connection with or incidental to the removal, sale, storage or other dealing with or disposal of any such Moveables and against all claims by or liability to any third party asserting ownership of any item thereof.

(Second) This Standard Security shall rank after any standard security granted by the Debtor in favour of a funder and the Grantee shall, as soon as reasonably practicable following the request to do so by the Debtor, enter into a Ranking Agreement among the Debtor, the Grantee and the said funder, subject to the following conditions:-

1. The terms of such Ranking Agreement shall require the prior written approval of the Grantee, acting reasonably, such approval not to be unreasonably withheld or delayed.

2. The proper and reasonable legal fees and expenses of the Grantee in reviewing, negotiating and completing the terms of the Ranking Agreement shall be reimbursed in full by the Debtor within 14 days of written demand.
3. Only one party at any time shall have the priority in ranking to this standard security in favour of the Grantee and the priority in ranking for that party shall be for all sums as may be advanced from time to time by such party to the Debtor.

And we grant warrandice; And we consent to registration hereof for execution: IN WITNESS WHEREOF these presents consisting of this and the preceding two pages together with the plan annexed are executed as follows:-

By Westerwood Limited



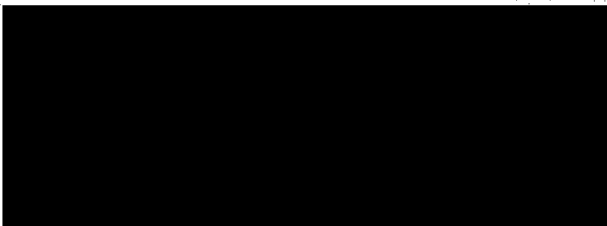
Signature of Witness



Signature of Director

ANDREW PRESTI

Full name of above (print)



Address of Witness

DOUGLAS EDWARD WATSON

Full name of above (print)

10th JUNE 2020

Date of signing

EDINBURGH

Place of signing

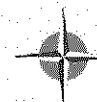
114 - 116 & 118 Colinton Road,
Edinburgh

*This is the plan referred to in the foregoing Standard Security by
Westwood Limited in favour of Eastern Properties (Scotland) Limited*



Ordnance Survey © Crown Copyright 2014. All rights reserved.
License number: 100022432. Printed Scale - 1:1250

FIRST SCOTTISH GROUP
St Davids Drive, Dalgety Bay, KY11 9NB
Tel: 01383 826777



First Scottish
www.firstscottish.com