



**Registration of a Charge**

Company name: **NORTH GRANGE FARMING CO.**

Company number: **SC148007**



X8FU02RM

Received for Electronic Filing: **11/10/2019**

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**Details of Charge**

Date of creation: **10/10/2019**

Charge code: **SC14 8007 0011**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING LONGPARKE LODGE, NORTH GRANGE FARM, MONIFIETH, DUNDEE, DD5 4HT AND (I) BEING THE SUBJECTS SHOWN COLOURED GREEN ON THE LAND CERTIFICATE PLAN ANG41976 FOR NORTH GRANGE FARM, GRANGE ROAD, MONIFIETH, DUNDEE DD5 4HT AND (II) FORMING PART AND PORTION OF ALL AND WHOLE THE SUBJECTS DESCRIBED AND DISPONED IN FEU DISPOSITION BY WIMPEY HOMES HOLDINGS LIMITED IN FAVOUR OF NORTH GRANGE FARMING CO. LIMITED RECORDED IN THE DIVISION OF THE GENERAL REGISTER OF SASINES FOR THE COUNTY OF ANGUS ON 19" APRIL 1995 AND (III) WHICH SUBJECTS ARE CURRENTLY UNDERGOING REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ANG82885 (APPLICATION REF: 19ANG08160)**

**Contains negative pledge.**

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**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: **JC FRASER**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 148007

Charge code: SC14 8007 0011

The Registrar of Companies for Scotland hereby certifies that a charge dated 10th October 2019 and created by NORTH GRANGE FARMING CO. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th October 2019 .

Given at Companies House, Edinburgh on 14th October 2019

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**

# **STANDARD SECURITY**

**by**

**North Grange Farming Co.**

**in favour of**

**HSBC UK Bank plc**

**Property: Longparke Lodge, North Grange Farm, Monifieth,  
Dundee**

## **IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS STANDARD SECURITY**

This document is a Standard Security over the Property described overleaf on the terms set out in the separate document called the HSBC UK Bank plc Scottish Commercial Security Conditions (2018 edition).

- HSBC UK Bank plc will hold this Standard Security as security for the debts and/or the other liabilities to HSBC UK Bank plc as set out in this Standard Security. What this means is that both present and future debts, together with the other liabilities set out in this Standard Security, are secured by this Standard Security.
- If any of the debts and/or other liabilities are not paid when due, HSBC UK Bank plc can sell the Property and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC UK Bank plc has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally, HSBC UK Bank plc will not inform you of existing or future debts or liabilities of the Borrower.
- The debts may also include any liabilities under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC UK Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC UK Bank plc on the Borrower's behalf.
- If there is more than one person named as Borrower, this Standard Security will be held as security for the debts which all or any of them owe as well as for the debts which all or any of them owe with any other person.
- This Standard Security is separate from, and not limited by, any other security or guarantee which may already have been given to HSBC UK Bank plc or which may be given in the future.
- This Standard Security and the Scottish Commercial Security Conditions contain other terms which affect you.

**This Standard Security is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Standard Security.**

## STANDARD SECURITY

In this Standard Security the words listed below have the following meanings:

**Bank:** **HSBC UK BANK plc**, a company incorporated under the Companies Acts (Company Number 09928412) and having a place of business at Securities Processing Centre, P O Box 6304, Coventry CV3 9JY and its successors and assignees.

**Borrower:** **North Grange Ventures LTD**, a company incorporated under the Companies Acts (Company Number SC580916) and having its registered office at Spalding House, Queen Street, Broughty Ferry, Dundee, DD5 1AJ

**Proprietor:** **North Grange Farming Co.**, (declaring that the said North Grange Farming Co. was previously North Grange Farming Co. Limited, having completed re-registration of a limited company as an unlimited company conform to certificate of incorporation on re-registration of limited company as unlimited dated 25th February 2000) a company incorporated under the Companies Acts (Company Number SC148007) and having its Registered Office at North Grange Farm, Monifieth, Dundee, DD5 4HY

**Debt:**

- (a) All money and liabilities whatever, whenever and however incurred, whether with or without the Proprietor's knowledge or consent and whether now or in the future due, or becoming due, from the Borrower to the Bank, including but not limited to:
  - (i) overdrafts, personal and other loans or facilities and further advances of money;
  - (ii) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities;
  - (iii) discount, commission and other lawful charges and expenses;
  - (iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement.
- (b) Money agreed to be paid by the Proprietor under paragraph 14 of the Scottish Commercial Security Conditions.
- (c) Any amount due under paragraph 23 of the Scottish Commercial Security Conditions.

If there is more than one person named as Borrower, this Standard Security will secure the Debt of them together and each of them individually and all or any of them with any other person.

**Property** Longparke Lodge, North Grange Farm, Monifieth, Dundee

as more fully described in Part 1 of the Schedule.

**Schedule** The Schedule (in three parts) annexed to this Standard Security.

**Scottish Commercial Security Conditions:** The Scottish Commercial Security Conditions (2018 edition) dated 27 June 2018 and registered in the Books of Council and Session on 29 June 2018 and any variation or extension of those Conditions. Words defined in the Scottish Commercial Security Conditions have the same meaning in this Standard Security.

1. The Borrower undertakes to pay and discharge the Debt of the Borrower to the Bank.

2. The Borrower and the Proprietor undertake to comply fully with the Scottish Commercial Security Conditions, the terms of which are incorporated into this Standard Security. The Borrower and the Proprietor acknowledge having received a copy of the Scottish Commercial Security Conditions.
3. The Proprietor, in security for the Debt, hereby grants a Standard Security in favour of the Bank over the Property.
4. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Scottish Commercial Security Conditions, and any lawful variation thereof operative for the time being, shall apply.
5. The Standard Security hereby granted is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule.
6. The Proprietor grants warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases (if any) of the Property detailed in Part 3 of the Schedule.
7. A certificate signed by any manager or officer of the Bank as to the amount of the Debt or any part of it shall, in the absence of manifest error, be conclusive and binding on the Borrower and the Proprietor.
8. The Borrower and the Proprietor consent to the registration of this Standard Security and of any certificate referred to above for execution.

IN WITNESS WHEREOF these presents consisting of this and the preceding page and the Schedule annexed are executed by the Borrower and the Proprietor as follows:

Subscribed for and on behalf of North Grange  
Farming Co.

by

KENNETH RICHARD MACKAY

\*Authorised Signatory/Director/Company Secretary

Full Name of Signatory (Please Print)

at EDINBURGH

on 7 OCTOBER 2019

before

Witness (Signature)

Witness Name (Please Print)

Witness Address

ROBIN GOWAN MUIR DUNLOP

CITY POINT, 3RD FLOOR

65 HAYMARKET TERRACE, EDINBURGH

\*Please delete as applicable

Subscribed for and on behalf of North Grange  
Ventures Ltd

by

[REDACTED]

~~\*Authorized Signatory/Director/Company Secretary~~

JAMES A H THOMPSON

Full Name of Signatory (Please Print)

at LOWAPRKE, NORTH GRANGE FARM, DUNDEE

on 4<sup>th</sup> October 2019

before

[REDACTED]

Witness (Signature)

GREG KEILLY

Witness Name (Please Print)

10 GRANGE PLACE MONIFIETH

Witness Address

DUNDEE, DD5 4LQ

\*Please delete as applicable

Please remember to sign the Schedule

This is the Schedule referred to in the foregoing Standard Security by North Grange Farming Co. in favour of HSBC UK Bank plc

#### PART 1

##### Description of the Property secured in favour of the Bank

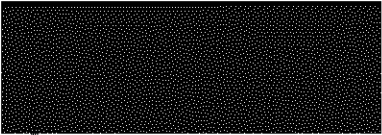
ALL and WHOLE the subjects known as and forming Longparke Lodge, North Grange Farm, Monifieth, Dundee, DD5 4HT and (i) being the subjects shown coloured green on the Land Certificate Plan ANG41976 for NORTH GRANGE FARM, GRANGE ROAD, MONIFIETH, DUNDEE DD5 4HT and (ii) forming part and portion of ALL and WHOLE the subjects described and disposed in Feu Disposition by Wimpey Homes Holdings Limited in favour of North Grange Farming Co. Limited recorded in the Division of the General Register of Sasines for the County of Angus on 19<sup>th</sup> April 1995 and (iii) which subjects are currently undergoing registration in the Land Register of Scotland under Title Number ANG82885 (Application Ref: 19ANG08160)

#### PART 2

none

#### PART 3

none



JAMES A H THOMPSON  
4<sup>th</sup> October 2019

