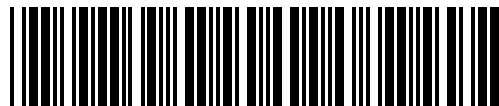




**Registration of a Charge**

Company Name: **MONTPELIER INNS LIMITED**

Company Number: **SC151055**



XAGNJR7N

Received for filing in Electronic Format on the: **05/11/2021**

**Details of Charge**

Date of creation: **02/11/2021**

Charge code: **SC15 1055 0006**

Persons entitled: **FBSE FINANCE LIMITED**

Brief description: **SUBJECTS KNOWN AS AND FORMING 3 THE SQUARE, GREENLAW, DUNS, TD10 6UD, BEING THE SUBJECTS MORE PARTICULARLY DESCRIBED IN DISPOSITION BY THE EXECUTORS AND TRUSTEES OF THE DECEASED MRS CATHERINE MAY JACQUES OR DARLING WITH CONSENTS THEREIN MENTIONED IN FAVOUR OF C. VAUX & SONS LTD DATED 14TH JUNE AND RECORDED IN THE DIVISION OF THE GENERAL REGISTER OF SASINES APPLICABLE TO THE COUNTY OF BERWICK ON 16TH NOVEMBER, BOTH 1945**

**Contains negative pledge.**

**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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **EIDANN CAMPBELL, SOLICITOR**



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

Company number: 151055

Charge code: SC15 1055 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 2nd November 2021 and created by MONTPELIER INNS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2021 .

Given at Companies House, Edinburgh on 8th November 2021

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**

This Standard Security is made between the Lender and the Borrower named below and incorporates the provisions set out below and overleaf.

**The Lender** FBSE FINANCE LIMITED, a Company incorporated in England and Wales under the Companies Acts (registered number 06853189) having its Registered Office at Ground Floor, Regent House, Theobald Street, Borehamwood WD6 4RS

(also we, us, our)

Where the borrower is more than one person the singular includes the plural and all obligations of the Borrower are undertaken jointly and severally.


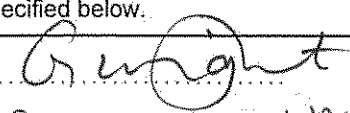
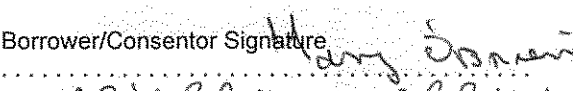

<b>The Borrower</b>	MONT PELIER INNS LIMITED, incorporated under the Companies Acts (Company number SC151055) and having its Registered Office at 3 The Square, Greenlaw, Nr Dunns, TD10 6UD
(also you, your, yours)	
<b>The Consentor</b> (where applicable)	N/A
<b>The Property</b>	Subjects known as and forming 3 The Square, Greenlaw, Dunns, TD10 6UD, being the subjects more particularly described in Disposition by the Executors and Trustees of the deceased Mrs Catherine May Jacques or Darling with consents therein mentioned in favour of C. Vaux & Sons Ltd dated 14 <sup>th</sup> June and recorded in the Division of the General Register of Sasines applicable to the County of Berwick on 16 <sup>th</sup> November, both 1945
<b>Prior Security:</b>	N/A

**Secured Debt:** Any money or liability which may now or at any time in the future be payable or owed by the Borrower to the Lender.

**The Act:** The Conveyancing and Feudal Reform (Scotland) Act 1970

**Mortgage Conditions:** The Mortgage Conditions of the Lender set out on the reverse hereof.

The Borrower hereby undertakes to pay to the Lender the Secured Debt: And the Borrower agrees that a certificate signed by a person duly authorised by the Lender to act in that behalf shall conclusively ascertain the amount due to the Lender at any time: FOR WHICH the Borrower, with the consent of the Consentor (if any) for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended, or the Civil Partnership Act 2004 or the Marriage and Civil Partnership (Scotland) Act 2014 GRANTS a Standard Security in favour of the Lender over the Property: The Borrower, if single or the sole proprietor of the Property, hereby declares that the Property is neither a Matrimonial Home in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 nor a Family Home in terms of the Civil Partnership Act 2004 or the Marriage and Civil Partnership (Scotland) Act 2014 in relation to which any spouse or civil partner of the Borrower has occupancy rights. The Standard Conditions specified in Schedule 3 to the Act as varied by the Mortgage Conditions shall apply: But the security hereby granted is subject to the Prior Security (if any): And, subject as aforesaid, the Borrower grants warrandice: And the Borrower consents to the registration hereof and of any certificate given by us for execution.

IN WITNESS WHEREOF these presents are subscribed by the Borrower/Consentor at EDINBURGH (place)	
on 20.05.2021 (date)	before the witness specified below.
Borrower/Consentor Signature  CHRISTINE MULGREW, DIRECTOR	Signature  (Witness) Name (in full) GILLIAN JANE WRIGHT Address 76-80 MORNINGSIDE ROAD EDINBURGH
Borrower/Consentor Signature  MARY BROWN O'BRIEN, DIRECTOR	Signature  (Witness) Name (in full) GILLIAN JANE WRIGHT Address 76-80 MORNINGSIDE ROAD EDINBURGH
Borrower/Consentor Signature	

# Mortgage Conditions

## YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR ANY OTHER DEBT SECURED ON IT

(ONE)	IN CONSTRUING THESE PRESENTS AND IN THE STANDARD SECURITY, THE FOLLOWING EXPRESSIONS HAVE THE MEANINGS HEREBY ASSIGNED TO THEM RESPECTIVELY, VIZ:-	6.3.2	notify the Lender of all progress in connection with the Works including all planning related matters and to disclose to the Lender all documentation, notices (sent or received), correspondence, details of any meetings that relate to the Works or any ongoing planning application that in any way affects or relates to the Property. The Mortgagor hereby waives all professional legal privilege in respect of the same;
1.1	"the Lender" is FBSE FINANCE LIMITED	6.3.3	notify the Lender in writing of the action the Mortgagor is taking in relation to the Works at least 12 months (or as soon as possible if there is less than 12 months available on completion of this Legal Charge) prior to the lapse of any timescales connected to/triggering the relevant planning permission (including reserved matters) that authorises the Works;
1.2	"the Debtor" means the person described as the Borrower in the Standard Security (whether or not in receipt of a loan or advance from the Lender) and his successors in Title and any person who undertakes the obligations of the Debtor.	6.3.4	procure warranties in relation to the Works and in particular the standard of workmanship in the Lender's favour in a form acceptable to the Lender from any third party employed or consulted in connection with the Works;
1.3	"Loan Documentation" means any loan agreement (including a Regulated Agreement), for the operation of a current account, credit or debit card, banking or money transmission facilities or guarantee or any other deed, agreement or document under which the Debtor or any one of them is or may be indebted to the Lender.	6.3.5	procure that in any third party contract associated with the Works that the Lender has appropriate step in rights enabling the Lender to enforce any obligations owed by the Mortgagor as a party to such third party contracts in a format acceptable to the Lender;
1.4	"the Standard Security" refers to any given Standard Security or Charge into which these Conditions are incorporated.	6.3.6	co-operate with the Lender and abide by the Lender's decisions and directions in respect of all planning related and development matters connected with the Works or any part of the Property;
1.5	"the Secured Debt" means the aggregate of all the money outstanding for the time being on the security of the Standard Security including, where the context admits, the costs of redemption or discharge.	6.3.7	abide by the Lender's directions in respect of the appointment, ongoing work and supervision of the Lender's surveyor who shall at the Lender's sole discretion oversee and review all matters connected to the Works on the Lender's behalf. The Mortgagor agrees the Lender's surveyor's appointment and any work undertaken by him is to be at the Mortgagor's cost on a full indemnity basis;
1.6	"the Property" means the property described in the Standard Security and any part or parts of it and shall include the reversionary interest of the Debtor therein.	6.3.8	without prejudice to any other indemnity the Mortgagor has given to the Lender, the Mortgagor agrees to indemnify the Lender in all respects of all costs associated with the Works, any planning or development matters associated with the Property and the ongoing progress of the Works as the Lender sees fit;
1.7	"Regulated Agreement" shall have the meaning given by the 1974 Consumer Credit Act but shall also include any agreement which or of which any part would, but for Condition 2.2 below, become a Regulated Agreement by virtue of the Standard Security and Section 82 of the 1974 Act.	6.3.9	agree any further conditions that the Lender sees fit to impose in connection with the Works or the Property;
1.8	"Specified Rate" means the rate of interest as applied from time to time to the Secured Debt and, where different rates of interest are applied to different parts of the Secured Debt any one of such rates as the Lender shall in its absolute discretion choose.	6.3.10	pay any sums payable to the Lender under this clause 4.11 immediately on demand.
1.9	"the 1970 Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any further statutory modification or re-enactment of it.	(SEVEN) POWERS OF THE LENDER	
1.10	"the 1974 Act" means the Consumer Credit Act 1974 as amended from time to time.	7.1	The powers and rights set out in these Conditions are in addition to all other powers and rights conferred by law on the Lender as Creditor under the 1970 Act.
1.11	Obligations of more than one person are joint and several obligations.	7.2	The Lender may exercise any of the powers mentioned below immediately and without the necessity of giving any notice to the Debtor at any time or times after the happening of any of the following events.
1.12	Words expressing the masculine include the feminine and words expressing the singular include the plural and vice versa.	7.2.1	If all monies due under all or any part of the Loan Documentation become immediately payable to the Lender,
1.13	In case of conflict, the Loan Documentation prevails over these Conditions in relation to the indebtedness to which it applies.	7.2.2	If the Debtor or any person included in the Debtor shall become apparently insolvent or shall have a Bankruptcy Order made against him or enter into any arrangement with or for the benefit of his creditors or if (being a company) the Debtor shall go into liquidation whether voluntary or compulsory or shall have an administration order made in respect of its affairs business or property or have a receiver appointed in respect of the whole or any part of its undertaking,
1.14	In construing the Lender it includes its successors and assignees.	7.2.3	If the Property shall be compulsory purchased or requisitioned,
(TWO)	LIABILITIES SECURED BY THE STANDARD SECURITY	7.2.4	If in the opinion of the Lender the Property shall have been injured or abandoned or shall be suffering depreciation through neglect mismanagement or any other cause,
2.1	The Standard Security shall (subject to Condition 2.2) be a continuing security to the Lender for payment of all present and/or future indebtedness of the Debtor to the Lender in respect of	7.3	In any of the events specified in sub-paragraph 7.2 above the whole of the Secured Debt shall become due forthwith from the Debtor to the Lender and the Lender may thereupon exercise all the powers conferred on it as a Creditor under the 1970 Act.
2.1.1	any loan or advance made at any time to the Debtor (or any one or more of them) or in respect of which the Debtor is guarantor,	7.4	At any time or times after the power of sale shall become exercisable the Lender or any receiver appointed by it may:
2.1.2	any current and/or other account with interest thereon and banking charges,	7.4.1	eject from the Property the Debtor and any tenants or workman or other persons in possession of it otherwise than with the written consent of the Lender,
2.1.3	any money becoming payable to the Lender by the Debtor under these Mortgage Conditions,	7.4.2	accept such surrenders and grant such leases or tenancies as it shall in its absolute discretion think proper,
2.1.4	all other liabilities whatsoever of the Debtor to the Lender present future actual and/or contingent.	7.4.3	employ and pay collectors or other agents for carrying out such powers,
2.2	Notwithstanding the provisions of Condition 2.1, the Standard Security and security given by it shall not extend or apply to any obligations under a Regulated Agreement except	7.4.4	retain any money received by way of provision for any future payment or other money payable by the Debtor under the Loan Documentation, the Standard Security and these Conditions,
2.2.1	a Regulated Agreement which embodies the Standard Security as required by the 1974 Act,	7.4.5	as agent of the Debtor and at his expense remove store, sell or otherwise deal with any furniture other moveables or livestock left on the Property (without the Lender being liable for any resulting loss or damage) and apply any money received from such sale in defraying any expenses incurred under this Condition and then in or towards discharge of the Secured Debt.
2.2.2	a Regulated Agreement to which the provisions of Part V of the 1974 Act do not apply, including (but not by way of limitation) an agreement to overdraw on a current account within the meaning of the 1974 Act.	7.5	The Debtor shall vacate the Property insofar as occupied by him or others for whom he is responsible and give the Lender immediate vacant possession thereof on the expiry of a period of seven days after the posting by Recorded Delivery of a Notice by or on behalf of the Lender addressed to the Debtor at his last known address of the Property given at any time after the Lender shall have become entitled to enter into possession of the Property and the Debtor agrees that a Warrant of Summary Ejection may competently proceed against him in the Sheriff Court of the Sheriffdom in which the Property is situated at the instance of the Lender.
2.3	The Lender may appropriate to any part of the Secured Debt (whether interest, principal or other money) as it may choose	7.6	The Lender may at any time (on reasonable notice to the Debtor except when the Lender is already in possession) effect and carry out any repairs, improvements or other works to the Property which it considers necessary or desirable to protect or maintain the value of the Property and any expenses so incurred shall be payable by the Debtor to the Lender on demand.
2.3.1	any sum of money received from the Debtor or standing to his credit in the records of the Lender.	7.7	The Lender may assign to any person its rights to recover all or part of the Secured Debt and it may transfer, securitise, assign, charge or otherwise dispose of the benefit of all or any part of the Standard Security to that person at its absolute discretion.
2.3.2	any sum of money received from any other person if for the credit of the Debtor.	1.	The Debtor or the Guarantor (if any) agrees that to the extent that the Lender agrees to transfer, securitise, assign, charge, or otherwise dispose of its rights and benefits to any person, they shall be bound to any such transferee, charge or assignee in like manner and to like extent as they are to the Lender under the Standard Security.
2.4	Where any sum of money becomes due from the Debtor to the Lender under these Conditions (other than under Conditions 2.1.1 and 2.1.2) then unless otherwise stated in these Conditions it shall be payable without any prior demand and it shall in any event bear interest at the Specified Rate from the date when it becomes payable.	2.	After the execution of any such transfer, assignment, charge or other disposition, the Loan Documentation and any special Offer Conditions and these Conditions shall continue to apply to the Standard Security and all powers and discretions conferred on a Creditor by the 1970 Act shall be exercisable by the transferee.
(THREE)	CERTIFICATION OF SECURED DEBT	3.	Every statement of fact made in good faith and contained in such transfer shall as against the Debtor be conclusive and binding.
	The amount of the Secured Debt due to the Lender at any time shall be sufficiently ascertained by notice in writing signed by a duly authorised official of the Lender.	7.8	No failure or delay by the Lender in exercising any right or remedy shall operate as a waiver of such right or remedy nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
(FOUR)	GENERAL PROVISIONS	7.9	The Lender is not obliged to consider a request by the Mortgagor for a release of this Legal Charge over part of the Property prior to the repayment of the Liabilities. However, The Lender may consider such a request, at its absolute discretion. The terms of such a partial release of this Legal Charge are to be dictated at the Lender's absolute discretion and are to include payment of the Lender's costs for a part sale or transfer of the Property as set out in the Lender's Tariff of Charges
4.1	The Debtor shall not grant or agree to grant any lease or tenancy of, or confer any enforceable licence to occupy the Property or grant any further securities over the Property, without the written consent of the Lender.	(EIGHT) REDEMPTION	
4.2	The Lender shall be entitled to all costs charges and expenses incurred by the Lender in relation to the Standard Security and any indebtedness or liabilities secured by it on a basis of full indemnity, including in the case of expenses all expenses on an agent and client scale.		The execution and delivery by the Lender of a Discharge of the Standard Security shall not discharge the Debtor or the Guarantor (if any) from personal liability in case it shall subsequently appear that on redemption the amount of the Secured Debt was under-calculated or understated by mistake. But (unless the Debtor or the Guarantor, as the case may be, was party or privy to this mistake) the Lender will not rely on this paragraph to sustain a claim against him unless it is made in writing within six months after the date of redemption.
4.3	Each of the provisions of the Standard Security and these Conditions is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions and of the Standard Security shall not in any way be affected or impaired.	(NINE) FURTHER ASSURANCES AND POWER OF ATTORNEY	
(FIVE)	INSURANCE	9.1	The Debtor undertakes with the Lender from time to time (for the purposes mentioned in Condition 9.2) notwithstanding that the Lenders power of sale may not have become exercisable, forthwith to execute any document or do any act or thing which the Lender may specify for perfecting or improving any Security created or intended to be created by the Standard Security or which the Lender may specify for facilitating the exercise or the proposed exercise of any of its powers or the protection, management or realisation of the Property comprised within the Standard Security.
5.1	The Lender may at the expense of the Debtor insure and keep insured the Property for full reinstatement value against loss or damage by fire and other risks as the Lender may from time to time require whether in the name of the Lender alone or in the names of the Lender and the Debtor.	9.2	For the purpose of securing the interest of the Lender in the Property, the Debtor irrevocably and by way of security appoints the Lender to be its attorney (with full power to appoint substitutes and to sub-delegate on its behalf and in its name or otherwise) to execute any document or do any act or thing which the Debtor is obliged to execute or do under the Standard Security or which the Lender (or its substitute or delegate) may in its absolute discretion consider appropriate in connection with the exercise of any powers in the Lender, and any person appointed the substitute or delegate of the Lender shall in exercising the said power of attorney be the Agent of the Debtor who alone shall be responsible for the acts and defaults of such substituted person or delegate, and the Lender shall not be responsible for any misconduct, negligence or default of such substituted person or delegate.
5.2	The Debtor shall pay to the Lender on demand the amount of all premiums required to affect or maintain any policy for such insurance and may (if the Lender agrees) pay the same by monthly or other instalments of agreed amounts.	(TEN) MATRIMONIAL HOMES (FAMILY PROTECTION) (SCOTLAND) ACT 1981 AS AMENDED	
5.3	The Debtor shall not insure the Property on his own behalf other than with the written consent of the Lender and subject to such conditions (including the payment of fees or charges) as the Lender may require.	10.1	Where the Debtor in the Standard Security, where appropriate, has not signed an Affidavit, that the Property is not a matrimonial home in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended, or where the Lender has dispensed with the requirement for the Debtor to swear such an Affidavit where appropriate, the Debtor will at any time when called upon to do so by the Lender, execute the same.
5.4	The Lender may at its discretion apply or require to be applied any money received on any insurance of the Property whether effected by the Lender or the Debtor or in towards making good the loss or damage in respect of which the money is paid or in or towards discharge of the Secured Debt and the Debtor shall hold any such money received by him on such insurance in trust for the Lender.	(ELEVEN) NOTICES	
(SIX)	OBLIGATIONS OF THE DEBTOR		Any notice required or authorised to be served shall be deemed served if it is served in a manner authorised by the Rules and Regulations of the Lender which shall include the same being served by posting or delivering it as may be appropriate at the Debtor's last known address or in compliance with the 1970 Act.
6.1	The Debtor shall:		
6.1.1	Without delay and in a proper manner complete any buildings in the course of erection on the Property.		
6.1.2	Permit the Lender by its employees or agents with or without workmen and others to enter the Property in daytime on reasonable notice for the purposes of inspecting the condition of the Property.		
6.1.3	Keep the property in good repair and condition and not pull down, remove or dispose of any of it without the prior written consent of the lender except in the ordinary course of use, repair or maintenance or improvement and in particular the Debtor shall do any works of repair or maintenance as required by the Lender.		
6.1.4	In the event of having to do any such required repairs or maintenance, permit the Lender (as before) to enter the property to do the repairs or maintenance, and pay to the Lender on demand the costs and expenses of and incidental to such works.		
6.1.5	Observe and perform all conditions affecting the property or relating to the use and enjoyment of it.		
6.1.6	Produce to the Lender without delay any other permission notice or document of any kind affecting or likely to affect the Property and served on the Debtor by any third party so that the Lender may make copies.		
6.1.7	Not do or cause or permit to be done anything which might depreciate jeopardise or otherwise prejudice the value to the Lender of the security created by the Standard Security nor permit any persons to become entitled to any proprietary right or interest which might affect the value of the Property.		
6.1.8	Keep the Property always in his possession and available for disposal with vacant possession (subject to any lease or tenancy authorised under the terms of these conditions or having priority to the Standard Security) and not alter the use made of the Property without the prior written consent of the Lender.		
6.1.9	Perform and observe the provisions of the Town and Country Planning (Scotland) Act 1972 or any statutory modifications or re-enactment of it and any other regulation or permission issued or given under it so far as the same relates to the Property and so that the Debtor fails to do so the Lender may remedy such failure and the Debtor shall pay to the Lender its expenses of doing so.		
6.2	All of the obligations set out in condition 6.1 as are of a continuing nature shall be performed and observed throughout the continuance of the Standard Security.		
6.3	Where the Property includes land, buildings or other real property that benefits from or is subject to an application for planning permission at any time during which Liabilities remain owing under the security of this Legal Charge the Mortgagor agrees to:		
6.3.1	develop the relevant property to the Lender's satisfaction and in accordance with the timescales and conditions attached to the relevant planning permission (the "Works")		