



Registration of a Charge

Company Name: **LOVAT HIGHLAND ESTATES LTD.**

Company Number: **SC179037**



Received for filing in Electronic Format on the: **20/10/2021**

XAFJ6MNE

Details of Charge

Date of creation: **14/10/2021**

Charge code: **SC17 9037 0001**

Persons entitled: **LOVAT INVESTMENTS LIMITED**

Brief description: **ALL AND WHOLE THOSE SUBJECTS KNOWN AS AND FORMING CONONBANK AND WESTER MONIACK SHOWN COLOURED PINK AND YELLOW AND DELINEATED IN RED ON THE PLAN ANNEXED AND EXECUTED AS RELATIVE TO THE STANDARD SECURITY.**

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: **STEPHEN GRANT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 179037

Charge code: SC17 9037 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 14th October 2021 and created by LOVAT HIGHLAND ESTATES LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th October 2021 .

Given at Companies House, Edinburgh on 20th October 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 IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE CREDITOR IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.

Definitions

Creditor:	LOVAT INVESTMENTS LIMITED, a company incorporated under the Companies Acts (Company Number SC051988) and having their Registered Office at Lovat Estate Office, Station Road, Beauly
Certificate:	A certificate by the Creditor or its agent.
Charged Assets:	The Property.
Consent:	The prior written consent of the Creditor which consent, if granted, may be so granted subject to such conditions as the Creditor may see fit to impose.
Debtors:	LOVAT HIGHLAND ESTATES LTD., a company incorporated under the Companies Acts (Company Number SC179037) and having their Registered Office at Lovat Estate Office, Station Road, Beauly
Expenses:	All expenses (on a full indemnity basis) incurred by the Creditor at any time in connection with the Property or the Indebtedness or in preserving, defending or enforcing the security created by the Standard Security or in exercising any power under the Standard Security or otherwise.
Indebtedness:	The Expenses which are now and which may at any time or in any currency become due to the Creditor by the Debtor.
Property:	ALL and WHOLE those subjects known as and forming Cononbank and Wester Moniack shown coloured pink and yellow and delineated in red on the plan annexed and executed as relative hereto; which subjects form PART AND PORTION of ALL AND WHOLE the Lands and Estate of Lovat more particularly described in the Extract Decree of Special Service in favour of the Right Honourable Simon Christopher Joseph Fraser, Baron Lovat of Lovat dated the Eleventh and recorded in Chancery and extracted on Eighteenth both days in May and recorded in the Divisions of the General Register of Sasines applicable to the Counties of Inverness and Ross and Cromarty on the Sixth day of June both months in the year Nineteen Hundred and Thirty-five; TOGETHER WITH (One) all buildings and erections on the subjects; (Two) the fittings and fixtures therein and thereon, (Three) the parts, privileges and pertinents thereof and the Debtors whole right, title and interest, present and future in and to the said subjects.
Standard Conditions:	The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) and any lawful variation to them operative for the

	time being.
Standard Security:	This standard security.

1 Interpretation

In the Standard Security

- 1.1 references to a numbered Clause without further amplification are references to the Clause so numbered,
- 1.2 each of the expressions in the first column above has the meaning appearing opposite that expression in the second column above,
- 1.3 words importing any gender shall include the other genders, words importing the singular number shall include the plural and vice versa,
- 1.4 the expression "Creditor" includes its successors and assignees, and
- 1.5 references to a "person" shall be construed as a reference to any person, firm, company, corporation or any association or partnership (whether or not having separate legal personality) or to two or more of the foregoing.
- 1.6 where there are two or more persons included in the expression "Debtor" that expression means all such persons together and/or any one or more of them and in all cases the obligations hereby undertaken by the Debtor shall bind all persons included in the expression "Debtor" and his, her or their executors and representatives whomsoever all jointly and severally without the necessity of discussing them in their order.

2 Debtor's Undertaking

The Debtor undertakes to pay to the Creditor on demand the Indebtedness.

3 Charge

As security for the payment and discharge of its obligations under the Standard Security and for the Indebtedness (except any sums due or to become due under any agreement to which Section 61 of the Consumer Credit Act 1974 applies unless such agreement provides that it is secured over the Property), the Debtor grants a standard security in favour of the Creditor over the Charged Assets.

4 Application of Standard Conditions.

The Standard Conditions shall apply.

5 Declarations

Certificate

The sums due by the Debtor to the Creditor shall be conclusively ascertained by a Certificate.

6 Warrandice

The Debtor (jointly and severally where two or more persons are included in the expression "Debtor") grants warrandice.

7 Registration

The Debtor consents to registration of the Standard Security and each and every Certificate for preservation and execution.

8 Testing Clause

IN WITNESS WHEREOF these presents consisting of this and the preceding two pages together with the plan referred to are executed as follows:

Executed for and on behalf of LOVAT HIGHLAND ESTATES LTD:



director

IAN DUNCAN SHEPHERD

full name of director

23 SEPT 2021

date of signing

BEAULY

place of signing



director

STUART WILLIAM MACK

full name of director

23 SEPT 2021

date of signing

BEAULY

place of signing

THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY BY LOVAT
HIGHLAND ESTATES LTD IN FAVOUR OF LOVAT INVESTMENTS LIMITED

