

MR01

Particulars of a charge

IRIS Laserform

10477/213

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFill
Please go to www.companieshouse.gov.uk

TUESDAY



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SCT

30/07/2013

#137

COMPANIES HOUSE

www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1 Company details

Company number S C 2 3 0 1 2 4

Company name in full KINGSFORD ESTATES LIMITED

18 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 5 0 7 2 0 1 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name BANK OF SCOTLAND PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

APARTMENT 3, 9 SOUTH ST ANDREW STREET, EDINBURGH

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

MR01

Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

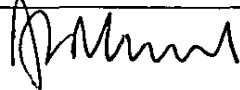
Signature

Please sign the form here.

Signature

Signature

X



X

FOR AND ON BEHALF OF SHEPHERD AND WEDDERBURN LLP

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name HANNAH CURRIE

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 473 5736



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [X] The company name and number match the information held on the public Register.
- ☒ [X] You have included a certified copy of the instrument with this form.
- ☒ [X] You have entered the date on which the charge was created.
- ☒ [X] You have shown the names of persons entitled to the charge.
- ☒ [X] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ [X] You have given a description in Section 4, if appropriate.
- ☒ [X] You have signed the form.
- ☒ [X] You have enclosed the correct fee.
- ☒ [X] Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 230124

Charge code: SC23 0124 0018

The Registrar of Companies for Scotland hereby certifies that a charge dated 25th July 2013 and created by **KINGSFORD ESTATES LIMITED** was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th July 2013.

Given at Companies House, Edinburgh on 30th July 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

BANK OF SCOTLAND

STANDARD SECURITY

by

KINGSFORD ESTATES LIMITED

In favour of

BANK OF SCOTLAND PLC

Property: Apartment 3, 9 South St Andrew Street, Edinburgh

(Postal address: Flat 9/3, South St Andrew Street, Edinburgh, EH2 2AU)

CERTIFIED A TRUE COPY

Hannah Currie, Solicitor

29.07.13 DATE

Shepherd and Wedderburn LLP

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before signing this document.

STANDARD SECURITY

In this **STANDARD SECURITY** the words listed below have the following meanings:-

BoS:	BANK OF SCOTLAND PLC incorporated under the Companies Act 1985 and having its Registered Office at The Mound, Edinburgh EH1 1YZ, including those deriving any title or interest from it, as defined in the Deed of Conditions.
Borrower:	KINGSFORD ESTATES LIMITED incorporated under the Companies Acts (Registered Number SC230124) and having its Registered Office at 14 Albany Street, Edinburgh, EH1 3QB.
Plan:	The plan of the Property as more fully described in Part 1 of the Schedule.
Property:	Apartment 3, 9 South St Andrew Street, Edinburgh as more fully described in Part 1 of the Schedule.
Deed of Conditions:	The Deed of Commercial Standard Security Conditions by the Governor and Company of the Bank of Scotland (now known as Bank of Scotland plc) dated 24 May 2006 and registered in the Books of Council and Session on 25 May 2006 and any variation or extension thereof, words defined in the Deed of Conditions having the same meaning in this Standard Security.
Schedule:	The Schedule in three Parts annexed and signed as part of this Standard Security.
Secured Liabilities:	This term has the meaning given to it in the Deed of Conditions.

1. The Borrower hereby binds itself and its successors and executors whomsoever to pay and discharge the Secured Liabilities to BoS.
2. The Borrower undertakes to comply fully with the Deed of Conditions, the terms of which are incorporated in this Standard Security and a copy of which has been received by the Borrower.
3. The Borrower, in security of the Secured Liabilities, hereby **GRANTS** a Standard Security in favour of BoS 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 Deed of 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 Borrower grants warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases of the Property (if any) detailed in Part 3 of the Schedule.
7. The Borrower consents to the registration of this Standard Security for execution.

8. This Standard Security shall be governed by and construed in accordance with Scots law.
9. For the purposes of Condition 17 of the Deed of Conditions, the service address of BoS is, 1 Lochrin Square, 92 Fountainbridge, Edinburgh, EH3 9QA.

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

Executed for and on behalf of the said Kingsford Estates Limited

by  Director/Company Secretary/Authorised Signatory

on 15th July 2013

at 11 Albany St. EH3 9QB (Place)

In the presence of this witness:

Emma Lennox Signature

EMMA LENNOX Name

11 ALBANY ST Address

EH3 9QB

Schedule referred to in the foregoing Standard Security by Kingsford Estates Limited in favour of Bank of Scotland plc

PART 1

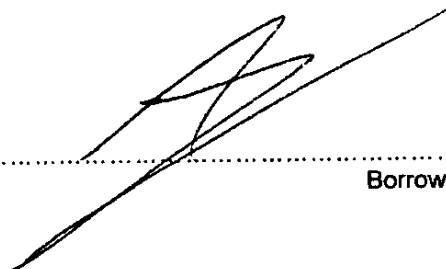
ALL and WHOLE the apartment being the south eastmost apartment on the second floor within the development at 9 South St Andrew Street, Edinburgh in the County of Midlothian, the *solum* of which development is shown delineated in red on the plan annexed and executed as relative hereto ("Plan") and the approximate location of which apartment within the said development is shown coloured blue on the Plan, the postal address of which shall be 9/3, South St Andrew Square, Edinburgh EH2 2AU which subjects from part and portion of ALL and WHOLE those subjects known as 9 South St Andrew Street, Edinburgh registered in the Land Register of Scotland under Title Number MID141557 ("Larger Property"); Together with (One) free ish and entry thereto and therefrom; (Two) the parts, privileges and pertinents thereof; (Three) the whole fittings and fixtures therein and thereon; (FOUR) the whole other rights (common mutual and exclusive) effeiring to the Property including but not limited to those specified in the Deed of Conditions by Kingsford Developments Limited with the consent of Close Brothers Limited registered in the Land Register of Scotland in respect of the Larger Property.

PART 2

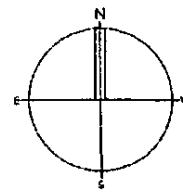
NONE

PART 3

NONE



.....
Borrower



WEST REGISTER

STREET LANE

SOUTH ST ANDREW STREET

11

9

5

1

Kingsford

DRAWING TITLE :-

APARTMENT 3

DRAWN BY

KM

SCALE & SIZE

1:250 @A4

CHECKED BY

DATE

Jun 13

DRAWING No.

003