



Registration of a Charge

Company Name: **AMA CRAMOND (INVESTMENTS) LIMITED**

Company Number: **SC242496**



Received for filing in Electronic Format on the: **24/02/2023**

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Details of Charge

Date of creation: **17/02/2023**

Charge code: **SC24 2496 0005**

Persons entitled: **REWARD FINANCE GROUP LIMITED**

Brief description: **ALL AND WHOLE THE SUBJECTS AT BRIGHOUSE PARK CROSS,
EDINBURGH REGISTERED IN THE LAND REGISTER OF SCOTLAND
UNDER TITLE NUMBER MID196718.**

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: **GILLESPIE MACANDREW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 242496

Charge code: SC24 2496 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 17th February 2023 and created by AMA CRAMOND (INVESTMENTS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th February 2023 .

Given at Companies House, Edinburgh on 24th February 2023

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, **AMA CRAMOND (INVESTMENTS) LIMITED**, incorporated and registered in Scotland with company number SC242496 and whose registered office is at 15 Coates Crescent, Edinburgh, Midlothian, EH3 7AF, registered proprietor of the subjects hereinafter secured (hereinafter referred to as the "**Chargor**") UNDERTAKE to pay, perform and discharge all moneys, obligations and liabilities to be paid, performed or discharged, whether now or at any time in the future, whether actual or contingent, whether alone or jointly, in whatever name, form or style and whether as principal or surety, together with all interest, costs, charges, fees, expenses and others and any further advances (and including without limitation all moneys, obligations and liabilities to be paid, performed or discharged pursuant to the loan facility agreement between the Lender (as defined below) and the Borrower (as defined below) dated on or around the date hereof and any amendment or restatement thereof and any future loan facility agreement between the Lender and the Borrower and any supplemental finance documents referred to in any of the foregoing (altogether the "**Loan Facility Agreement**") (altogether hereinafter referred to as the "**Secured Obligations**") due or that may for any reason and at any time become due by the Chargor and/or **AMA (NEW TOWN) LIMITED**, incorporated and registered in Scotland with company number SC098553 and whose registered office is at 15 Coates Crescent, Edinburgh, Midlothian, EH3 7AF (the "**Borrower**") to REWARD FINANCE GROUP LIMITED incorporated and registered in England and Wales with company number 07385919 and whose registered office is at Central House, 47 St Pauls Street, Leeds LS1 2TE (the said REWARD FINANCE GROUP LIMITED together with its successors and assignees as such being hereinafter referred to as the "**Lender**"), THEREFORE for which Secured Obligations WE THE CHARGOR HEREBY GRANT a STANDARD SECURITY in favour of the Lender over ALL and WHOLE the subjects at Brighthouse Park cross, Edinburgh registered in the Land Register of Scotland under Title Number MID196718; TOGETHER WITH (One) the whole parts, privileges and pertinents of the said subjects, (Two) the fittings and fixtures therein, (Three) free ish and entry thereto, and (Four) our whole right, title and interest present and future therein (altogether the "**Security Subjects**");

The Chargor declares and confirms that prior to signing these presents, it (i) was given the opportunity to read these presents; (ii) is granting these presents wholly or predominantly for the purposes of a business carried on by the Borrower or intended to be carried on by the

Borrower; and (iii) took independent legal advice in relation to the grant of the Standard Security and the effects thereof and understands that it will not receive any direct financial benefit from the grant of the Standard Security;

Also Declaring that (First) the Chargor shall not (1) create or continue any fixed security or fixed charge upon its interest in the Security Subjects or any part thereof which ranks in priority to or *pari passu* with or postponed to the charge hereby created other than in favour of the Lender; (2) allow any lien to arise in or affect any part of its interest in the Security Subjects; (3) sell, transfer, dispose or in any other way deal with its interest in whole or in part in the Security Subjects without the prior written consent of the Lender; (4) grant any rights in favour of third parties affecting the Security Subjects or waive or discharge any right, title or interest in the Security Subjects to enforce any burden(s) or condition(s) over other subjects, without the prior written consent of the Lender; (5) convey, assign, lease, hire out or part with possession of its interest in the Security Subjects or any part thereof; (Second) any certification or determination by the Lender shall, save in the case of manifest error, be conclusive evidence of the whole sums including interest, costs, charges, fees and expenses and others which shall be due by the Chargor and for which the Chargor shall be liable to the Lender; (Third) the whole terms, undertakings, obligations, powers, rights, provisions and others of and contained in any loan documents are held to be incorporated in and shall be deemed to form part of this Standard Security and repeated *mutatis mutandis*; and (Fourth) without prejudice to any requirement to procure consent to the same, the expressions Borrower, Chargor and Lender include their respective successors, assignees and transferees;

The Chargor confirms there persists no existing security interest over the Secured Subjects;

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variation thereof operative for the time being (hereinafter referred to as the "**Standard Conditions**") shall apply; and the Chargor agrees:-

(FIRST) (i) that the Standard Conditions shall be varied in accordance with the conditions contained in this Standard Security; and (ii) that the

undertakings and obligations on the Chargor's part and the rights of the Lender contained in the Standard Conditions shall be in addition to and not in substitution for the undertakings and obligations on the part of the Chargor and the rights of the Lender contained in this Standard Security; and so for the avoidance of doubt, if the Chargor fails to comply with any of its obligations under this Standard Security the Lender may enter upon the Security Subjects and take such steps as it considers appropriate to procure performance and discharge of such obligations or otherwise remedy such failure and all moneys properly expended by the Lender shall be reimbursed by the Chargor on demand (provided that in the case of a breach which is capable of being remedied the Lender shall not be entitled to take such steps as aforesaid until it shall first have given notice of the breach to the Chargor prescribing a time which in the opinion of the Lender (acting reasonably) is reasonable in the circumstances within which such breach must be remedied and the Chargor shall have failed to remedy the breach within the time limit prescribed in the notice;

(SECOND)

Standard Conditions 1 and 2 shall be modified to the effect that it shall be an obligation on the Chargor:-

- (1) to keep, and procure that any tenant of the Security Subjects shall keep, the Security Subjects in a good and substantial state of repair, including where necessary the replacement, the renewal or the reinstatement of the Security Subjects and not without the prior consent of the Lender erect buildings or structures on the Security Subjects or demolish all or any part of the Security Subjects or make any additions or structural or other material alteration to or change the use of the Security Subjects or any part thereof or suffer to be done anything in relation to the Security Subjects which constitutes

development (as that expression is defined in the Town & Country Planning (Scotland) Act 1997, the Planning (Listed Building and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997 and the Planning (Consequential Provisions) (Scotland) Act 1997 or any modification or amendment thereof ("**Planning Acts**")).

- (2) to permit the Lender and all persons authorised by them having given reasonable notice, except in the case of emergency, to enter the Security Subjects to view the state and condition thereof.

(THIRD)

Standard Conditions 3 and 4 shall be modified to the effect that it shall be an obligation on the Chargor:-

- (1) not to do or allow or permit to be done any act, matter or thing whereby any provisions of or regulations made under the Planning Acts shall be infringed nor contravene any other statutory provision or regulation or order by the Local or other Authority whatever affecting the Security Subjects;
- (2) not without the Lender's consent to make any application for the grant of planning permission within the meaning of the Planning Acts;
- (3) not to enter into any agreement under Section 75 of the Town & Country Planning (Scotland) Act 1997 in relation to the Security Subjects without the prior written consent of the Lender;

- (4) to ensure that all consents and approvals under all laws, statutes (including all byelaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom) and the regulations and codes of practice of any Supra National, Governmental, Local or other competent Authorities affecting the Security Subjects have been obtained and are promptly and timeously complied with including, but not limited, to all applicable laws and regulations in relation to pollution or protection of the environment and/or the generation, handling, storage, use, release or spillage of any substance which, along or in combination with any other, is capable of causing harm to the environment; and
- (5) not to use or suffer or permit the Security Subjects to be used other than for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts.

(FOURTH)

Standard Condition 5 shall not apply provided that the Chargor will at its own expense (failing which the Lender may elect, and is hereby authorised, to procure such compliance), comply with (or procure compliance with) all obligations as to insurance imposed by the terms of any prior mortgage or charge, lease, agreement for lease, tenancy or other binding contract comprised in and/or affecting the Security Subjects and, subject to the foregoing and so far as not inconsistent with the said terms, the Chargor shall:-

- (1) insure and keep insured the Security Subjects and all fixed and other plant and machinery forming part of the Security Subjects with insurers previously approved by the Lender in

writing against loss or damage by fire, explosion, storm, tempest, lightning, earthquake, impact, aircraft and articles dropped therefrom, riot, civil commotion, malicious damage, bursting and/or over-flowing pipes, subsidence, landslip, heave and such other risks and contingencies as the Lender shall from time to time require, to a minimum of the full cost of reinstatement thereof from time to time and, in the case of the Security Subjects, including proper provision for cost inflation over any period that may be required for obtaining any relevant planning and other approvals and the reinstatement or repair period and architects' and other professional fees at a minimum of 10 per cent. of the reinstatement cost and demolition charges;

- (2) effect all insurances pursuant to paragraph (1) above with the interest of the Lender endorsed on the relevant Policy in which it is interested (or the Lender is named as co-insured with the Chargor) and the Lender is named as first loss payee, and every such Policy shall contain a standard mortgagee clause whereby such insurance shall not be vitiated or avoided as against a mortgagee in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of the insured party or in the event of any circumstances beyond the control of the insured party;
- (3) punctually pay all premiums and other sums payable under or in relation to each Policy in which it is interested and promptly, if the Lender so requests, produce evidence satisfactory to the Lender of such payments and compliance with this Clause (FOURTH);

- (4) all monies payable under any insurance policy at any time (whether or not the security constituted by this deed has become enforceable) shall be paid immediately to the Lender and if they are not paid directly to the Lender, be held, pending such payment, by the Chargor as trustee of the same for the benefit of the Lender; and at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Obligations.
- (5) not make, do, consent or agree to any act or omission which would or might render any Policy in which it is interested invalid, void, voidable or unenforceable or render any proceeds of any such Policy irrecoverable whether in whole or in part, and not alter the terms of any such Policy or allow any such Policy to lapse.

Where the Chargor fails to comply with the conditions of this clause (FOURTH), the Lender shall be entitled to effect such insurances as the Lender, in its exclusive discretion, may deem necessary and/or desirable and the Chargor hereby agrees to indemnify the Lender in respect of any costs or charges incurred in effecting any such insurances.

(FIFTH)

Standard Condition 6 shall be modified to the effect that:-

- (1) the Chargor shall not grant any lease or tenancy of the Security Subjects or any part thereof or grant any person any contractual right or the right to occupy the Security Subjects

or otherwise part with possession of the Security Subjects or any part of the Security Subjects.

(SIXTH)

Standard Condition 7 shall be modified to the effect that:

- (1) the Lender will be entitled to perform any obligation imposed by this Standard Security and/or the Standard Conditions which the Chargor has failed to perform;
- (2) the Lender and/or any person authorised by the Lender shall be entitled to enter upon the Security Subjects at any time having given reasonable prior notice to the Chargor, except in the case of emergency, where, in the opinion of the Lender, it is necessary for the Lender to perform any obligation as aforesaid;
- (3) all proper and reasonable costs, expenses and charges properly incurred by the Lender in the performance of any obligation as aforesaid shall be recoverable from the Chargor and shall be deemed to be secured under this Standard Security.

(SEVENTH)

The Chargor shall be in default under this Standard Security in terms of Standard Condition 9 pursuant to the provisions for default contained in the Loan Facility Agreement and so for the avoidance of doubt any event constituting a default under the Loan Facility Agreement including failure by the Borrower to pay any sum due to the Lender under the Loan Facility Agreement shall be a circumstance in which the Chargor shall be held to be in default for the purposes of Standard Condition 9(1)(b). The Chargor will give to the Lender within fourteen days of receipt full particulars of any notices, orders, proposals, requisitions or claims of any kind made or proposed in

respect of the Security Subjects or part thereof (each is hereinafter referred to as "**Correspondence**") by any competent authority or third party and the Chargor shall also produce a copy thereof to the Lender on demand and without unnecessary delay shall take such steps as the Lender may reasonably require to comply or to ensure compliance with the terms of any Correspondence or if the Correspondence is a notice, order or proposal for development or alteration or change of use of the Security Subjects or any adjoining or neighbouring property the development, alteration or change of use of which might in the reasonable opinion of the Lender prejudicially affect the value of the Security Subjects or in the event that same is a requisition or claim made by a third party which might in the reasonable opinion of the Lender prejudicially affect the value of the Security Subjects then at the request of the Lender in any of such events and at the cost of the Chargor (provided that such objections and representations aftermentioned do not materially prejudice the interests of the Chargor) the Chargor shall make such objections and representations against or in respect thereof as the Lender may reasonably require and shall not compromise or settle any claim or requisition without the written consent of the Lender (which consent shall not be unreasonably withheld or delayed) and in the event that any compensation or consideration is received as a result of any such notice, order, proposal, requisition or claim the same shall be paid to the Lender (and held by the Chargor in trust for the Lender until paid) and if required by the Lender applied in reduction of the liabilities secured hereunder.

(EIGHTH)

The Chargor shall promptly comply with (or procure compliance with) any interdict or order made by any court of competent jurisdiction relating in any way to the interest of the Chargor in the Security Subjects.

(NINTH) Upon any default the Chargor agrees that once the Lender has entered into possession of the Security Subjects or part thereof the Lender shall (i) have the right to complete any uncompleted works of construction and development of the Security Subjects and (ii) have the right to grant any leases or vary or amend, surrender or renounce any leases of the Security Subjects in such manner as the Lender may think fit including the making of inducements or other payments to tenants, which shall form part of the liabilities secured hereunder.

(TENTH) For the purposes of this Standard Security the definitions in the Standard Conditions shall have effect and any reference to the Security Subjects shall include a reference to any part or parts thereof.

(ELEVENTH) The Chargor hereby irrevocably appoints the Lender its Attorney and Mandatory for all purposes which the Lender may in its reasonable discretion consider expedite for the purpose of perfecting or enforcing the security constituted by this Standard Security; and the Chargor shall take such action and give such instructions and execute all such further instruments and documentation as the Lender may, in its reasonable discretion, consider necessary for protecting or perfecting any of its interests hereunder.

(TWELFTH) The Chargor shall free, relieve and indemnify and keep indemnified the Lender on demand from and against any loss, costs, charges, or expenses or others whatsoever arising out of any breach by the Chargor of its obligations under this Standard Security or any actions taken hereunder by the Lender.

(THIRTEENTH) Any notice, request or consent under this Standard Security shall be in writing. Any notice to the Chargor shall be sufficiently served if sent by Recorded Delivery or Registered Post to its registered office or to such

other address as the Chargor may have previously intimated in writing to the Lender for such purpose. Any notice to the Lender shall be sufficiently served if sent by Recorded Delivery Post to the address stated on this document or to such other address as the Lender may have previously intimated in writing to the Chargor for such purpose. Any notice sent by Recorded Delivery or Registered Post shall be deemed to have been duly served at the expiry of two working days after posting. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Chargor or the Lender (as the case may be) in accordance with this Clause and posted to the place to which it was so addressed. Any reference herein to any statute or to any provisions of any statute shall be construed as including a reference to any statutory modification or re-enactment thereof and to any regulations or orders made thereunder and from time to time in force; Words and expressions which are incorporated in the foregoing variation and which are defined in the Conveyancing and Feudal Reform (Scotland) Act 1970 or in the said Schedule thereto, shall be deemed to be so defined for the purposes of these presents also; Words importing any gender shall include all other genders and words importing the singular shall include the plural and vice versa.

(FOURTEENTH)

If the Lender receives, or is deemed to have received, notice of any subsequent encumbrance or other interest, affecting all or part of the Security Subjects, the Lender may open a new account for the Chargor in the Lender's books. Without prejudice to any right of the Lender to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Obligations. If the Lender does not

open a new account immediately on receipt of the notice or deemed notice, then, unless the Lender gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

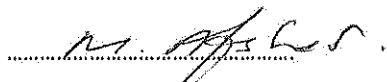
(FIFTEENTH)


The Chargor grants warrandice but excepting therefrom the current licences, lets and leases of the Property or any part or parts of it.

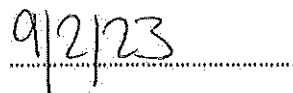
(SIXTEENTH)


This Standard Security shall be governed by and construed in accordance with the law of Scotland and the Chargor hereby proro-gates and accepts the jurisdiction of the Scottish Courts. If any provision in this Standard Security is prohibited or unenforceable in any jurisdiction, the prohibition or unenforceability shall not invalidate the remaining provisions of this Standard Security or affect the validity or enforcement of the provisions in any other jurisdiction; And the Chargor consents to registration hereof and of any certificate produced hereunder for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the twelve preceding pages are executed as follows:

For AMA CRAMOND (INVESTMENTS) LIMITED

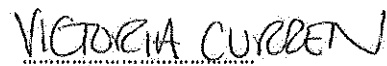

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Director/Authorised Signatory

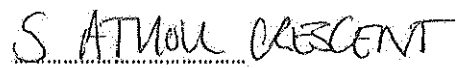


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Full name of party signing


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Date of signing


.....
Place of signing (Town)


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Director/Authorised
Signatory/Witness


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Full name of party signing


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Address of Witness