



Registration of a Charge

Company Name: **DRUM COMMERCIAL ASSET INVESTMENTS LIMITED**

Company Number: **SC295026**



Received for filing in Electronic Format on the: **16/08/2023**

XCA0ZPSA

Details of Charge

Date of creation: **14/08/2023**

Charge code: **SC29 5026 0010**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY AGENT)**

Brief description: **(1) ALL AND WHOLE THE SUBJECTS FORMING WEST LODGE, QUEENS ROAD, ABERDEEN BEING THE SUBJECTS REGISTERED OR UNDERGOING REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN81675 AND (2) ALL AND WHOLE THE CAR PARK AREA OF LAND AT QUEENS ROAD, ABERDEEN BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN157024**

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: **JOHN KENNEDY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 295026

Charge code: SC29 5026 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 14th August 2023 and created by DRUM COMMERCIAL ASSET INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2023 .

Given at Companies House, Edinburgh on 17th August 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**

Handwritten signature



Standard Security
Individual/Company/LLP owns the Property

THIS DOCUMENT AND THE LENDER'S STANDARD SECURITY TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner:	Drum Commercial Asset Investments Limited , a company incorporated under the Companies Acts with Company Number SC295026 and having its registered office at 12 Rubislaw Terrace Lane, Aberdeen, Aberdeenshire, AB10 1XF
Security Agent:	The Royal Bank of Scotland plc , a company incorporated under the Companies Acts with Company Number SC83026 and having its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, (or any other successor trustee) in its capacity as security agent for the Secured Parties as defined below
Property:	(1) ALL and WHOLE the subjects forming West Lodge, Queens Road, Aberdeen being the subjects registered or undergoing registration in the Land Register of Scotland under Title Number ABN81675 and (2) ALL and WHOLE the car park area of land at Queens Road, Aberdeen being the subjects registered in the Land Register of Scotland under Title Number ABN157024
Ancillary Rights:	All rights ancillary to ownership of the Property as more fully described in the Terms
Terms:	The Lender's Standard Security Terms dated and registered in the Books of Council and Session on 4 July 2011 form part of this standard security and are available to be read and printed online. To access the Terms go to www.rbs.co.uk/terms and enter ss0511 or a copy can be obtained from the Owner's solicitor.

Definitions:

Delegate: means any delegate, agent, attorney or co-trustee appointed by the Lender or the Security Agent

Finance Document: means the document or documents from time to time constituting the Obligations and including, without limitation, any such document designated as a "Finance Document" by a Finance Party and the Owner from time to time

Finance Party: means the Security Agent, a Hedge Counterparty or the Lender

Hedge Counterparty: NatWest Markets plc (Registered No: SC090312) including any successor

Intercreditor Agreement: means the intercreditor agreement entered into between the Security Agent and the Secured Parties in connection with the liabilities and obligations owed to the Secured Parties by the Owner, as amended, supplemented, varied or restated from time to time

Lender: The Royal Bank of Scotland plc including any successor

Natwest Group: means Natwest Group plc, Company Number SC045551 (previously known as The Royal Bank of Scotland Group plc) and its subsidiaries, subsidiary undertakings and affiliates

Secured Party: means a Finance Party, each member of the Natwest Group which provides financial accommodation to the Owner from time to time or any Delegate

Security Interests: means any security interests created by the Owner in favour of the Lender or the Security Agent

1 Obligations

1.1 The Owner must pay discharge, the Obligations in the manner provided for in the Finance Documents or, if not set out in the Finance Documents, on demand by the Security Agent. The **Obligations** are all the Owner's liabilities to the Secured Parties (or any of them) (present, future, actual or contingent and whether incurred alone or jointly with another) including without prejudice to the foregoing generality all obligations to indemnify the Secured Parties (or any of them) and include:

1.1.1 **Interest** at the rate charged by the Security Agent, calculated both before and after demand or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Security Agent; and

1.1.2 any expenses the Security Agent incurs (on a full indemnity basis and with Interest from the date of payment) in taking, perfecting, protecting, enforcing or exercising any power under this standard security.

1.2 A **Certificate** signed by a Security Agent official as to the amount of the Obligations will be binding on the Owner except if there is an obvious error.

2 Charge

The Owner as continuing security for the payment and discharge of the Obligations, in each case on demand:

2.1 grants a standard security to the Security Agent for itself as trustee for the Secured Parties over the Property, and

2.2 assigns to the Security Agent for itself as trustee for the Secured Parties the Ancillary Rights not secured by the standard security.

3 Standard Conditions

The Owner agrees that the **Standard Conditions** specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation to them operative for the time being, as varied by the Terms, apply to this standard security, except to the extent they are varied as follows:

3.1 Standard Condition 1(b) shall be varied to the effect that the Security Agent shall, subject to the terms of any lease(s) / residential tenancy agreement(s) granted by the Owner over the Property or any part thereof, have the power to inspect the Property at all reasonably times upon giving reasonable notice.

3.2 Standard Condition 7(2) shall be varied to the effect that the Security Agent shall, subject to the terms of any lease(s) / residential tenancy agreement(s) granted by the Owner over the Property or any part thereof, have the power to enter upon the Property at all reasonably times upon giving reasonable notice.

4 Terms

Clause 2.5 of the Terms shall be varied to the effect that the Security Agent shall, but only to the extent that a period of one month is stated in terms of any lease(s) / residential tenancy agreement(s) granted by the Owner over the Property or any part thereof, have the right to remove, store, sell or otherwise deal with any Moveables which are not removed from the Property within one month of the Security Agent entering into possession of the Property.

5 Security Agent and Intercreditor Agreement

5.1 The Owner acknowledges the appointment of the Security Agent in respect of the Security Interests under the Intercreditor Agreement (although the Owner has not been provided with a copy of the Intercreditor Agreement and is not familiar with its terms).

5.2 The Owner acknowledges that the rights and interests granted to the Security Agent under this floating charge are subject to the terms of the Intercreditor Agreement (although the Owner has not been provided with a copy of the Intercreditor Agreement and is not familiar with its terms).

5.3 The Security Agent holds the benefit of this standard security on trust for the Secured Parties.

5.4 References in this deed to the Security Agent include references to any other member of the Natwest Group which may become a successor or assignee of its respective rights in connection with the Security Interests, from time to time.

6 Application of Payments

6.1 The Security Agent may apply any payments received for the Owner to reduce any of the Obligations, as the Security Agent decides.

6.2 If the Security Agent receives notice of any charge or interest affecting the Property, the Security Agent may suspend the Owner's account(s) and open a new account or accounts. Regardless of whether the Security Agent suspends the account(s), any payments received by the Security Agent for the Owner after the date of the notice will be applied first to repay the Obligations arising after that date.

7 Warrandice

The Owner grants warrandice but excepting therefrom the Lease between the Owner and Kingswellies Nursery Limited dated 15 February and registered in the Books of Council and Session on 3 April both months in 2023.

8 Counterparts and Delivery

8.1 This standard security may be executed in any number of counterparts and by each of the parties on separate counterparts.

8.2 Where executed in counterparts:

8.2.1 this standard security will not take effect until each of the counterparts has been delivered;

8.2.2 where any counterpart is being held as undelivered, delivery will take place on the date of delivery agreed between the parties (the "agreed date"). The agreed date will be inserted in the testing clause of this deed; and

8.2.3 section 2(3) of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 is hereby excluded and shall not apply to the execution arrangements in respect of this standard security.

9 Registration and execution

The Owner consents to registration of this standard security and any Certificate for execution. This standard security is executed as follows:

IN WITNESS WHEREOF these presents consisting of this and the preceding three pages are executed in counterpart as follows and delivered on 8 August 2023:

Signature of
director/secretary/authorised signatory/witness

NEAL SCOTT RICHARDSON
Full name of above (print)

C/O BRODIES LLP
31-33 UNION GROVE
ABERDEEN
Address of witness

Signature of
director/secretary/authorised signatory

STUART CHARLES OAG
Full name of above (print)

20 JULY 2023
Date of signing

ABERDEEN
Place of signing

Security Agent



Signature of witness

LIANNAH MCGURR

Full name of above (print)

50 LOTHIAN ROAD
EDINBURGH UNITED KINGDOM

EH3 9WJ
Address of witness



Signature of authorised signatory

MALCOLM ALEXANDER MARR

Full name of above (print)

11 JULY 2023

Date of signing

EDINBURGH
PLACE OF SIGNING