



Registration of a Charge

Company Name: **WINCHBURGH DEVELOPMENTS LIMITED**

Company Number: **SC409504**



Received for filing in Electronic Format on the: **12/05/2022**

XB3TSJHF

Details of Charge

Date of creation: **06/05/2022**

Charge code: **SC40 9504 0013**

Persons entitled: **WEST LOTHIAN COUNCIL**

Brief description: **ALL AND WHOLE THE LAND AT BLOCKS P1 AND P2, WINCHBURGH, WEST LOTHIAN SHOWN TINTED GREEN ON THE PLAN ANNEXED AND EXECUTED AS RELATIVE TO THIS STANDARD SECURITY BEING PART AND PORTION OF THE SUBJECTS DISPONED BY THE DISPOSITION GRANTED IN FAVOUR OF WINCHBURGH DEVELOPMENTS LIMITED BY THE TRUSTEES OF THE WINCHBURGH TRUST , THE RIGHT HONOURABLE ANDREW VICTOR ARTHUR CHARLES (EARL OF HOPETOUN), THE MOST HONOURABLE ADRIAN JOHN CHARLES (MARQUESS OF LINLITHGOW) AND THE TRUSTEES OF LORD LINLITHGOW'S HOPETOUN ESTATE TRUST DATED 4 MAY 2022, BEING PART AND PORTION OF THE SUBJECTS CURRENTLY REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER WLN45411**

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 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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 409504

Charge code: SC40 9504 0013

The Registrar of Companies for Scotland hereby certifies that a charge dated 6th May 2022 and created by WINCHBURGH DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th May 2022 .

Given at Companies House, Edinburgh on 13th May 2022

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**

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. THIS DOCUMENT SECURES ALL SUMS DUE OR TO BECOME DUE TO WEST LoTHIAN COUNCIL BY THE CHARGOR. IF YOU SIGN AND WEST LoTHIAN COUNCIL IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.

Definitions

Certificate:	A certificate by an official or manager of West Lothian Council
Chargor:	WINCHBURGH DEVELOPMENTS LIMITED , incorporated under the Companies Acts (Company Number SC409504) and having its Registered Office at Adam House, 5 Mid New Cultins, Edinburgh EH11 4DU
Consent:	The prior written consent of West Lothian Council which consent shall not be unreasonably withheld or delayed and, if granted, may be so granted subject to such conditions as West Lothian Council, acting reasonably, may see fit to impose
Expenses:	All expenses (on a full indemnity basis) incurred by West Lothian Council at any time in connection with the Property or the Secured Obligations or in preserving, defending or enforcing the security created by the Standard Security or in exercising any power under the Standard Security or otherwise, with Interest from the date on which they are incurred
Insurance Proceeds:	All rights, benefits and claims (present and future) under the policy or policies of insurance affording cover in respect of the Property or any interest in the Property effected from time to time in accordance with the provisions of the Standard Security
Interest:	Interest at the rate charged to the Chargor by West Lothian Council from time to time in connection with the Secured Obligations
Moveables:	Furniture, goods, equipment or other moveable property
Property:	ALL and WHOLE the land at Blocks P1 and P2, Winchburgh, West Lothian shown tinted green on the plan annexed and executed as relative to this Standard Security being part and portion of the subjects disposed by the Disposition granted in favour of Winchburgh Developments Limited by the Trustees of the Winchburgh Trust, the Right Honourable Andrew Victor Arthur Charles (Earl of Hopetoun), the Most Honourable Adrian John Charles (Marquess of Linlithgow) and the Trustees of Lord Linlithgow's Hopetoun Estate Trust dated on or around the date hereof, being part and portion of the subjects currently registered in the Land Register of Scotland under Title Number WLN45411;
Secured Obligations:	All monies, obligations and liabilities whatsoever (including sums of principal, Interest and Expenses) which are now and which may at any time or in any currency become due to West Lothian Council by the Chargor under and in terms of the Tripartite Agreement and the Standard Security and the equivalent obligations in any section 75 agreement covering the Site (as defined in the Tripartite Agreement) from time to time.
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
Tripartite Agreement	The tripartite agreement dated 12 and 13 December 2018 among the Chargor, the Scottish Ministers in terms of the Scotland Act 1998, and West Lothian Council
West Lothian Council	WEST LOTHIAN COUNCIL , a local authority constituted and incorporated under the Local Government etc. (Scotland) Act 1994, having its principal offices at West Lothian Civic Centre, Howden South Road, Livingston, EH54 6FF.
WLC Enforcement Trigger	Means: (a) a WLC Enforcement Trigger (as that term is defined in the Tripartite Agreement);

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 "West Lothian Council" 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.

2 Chargor's Undertaking

The Chargor undertakes to pay to West Lothian Council the Secured Obligations as and when they fall due.

3 Charge

As security for the payment and discharge of its obligations under the Standard Security and for the Secured Obligations, the Chargor grants a standard security in favour of West Lothian Council over the Property.

4 Application of Standard Conditions

The Standard Conditions shall apply as varied in accordance with Clause 5.

5 Variation of Standard Conditions

The Standard Conditions shall be varied as follows:

5.1 Endorsement of Insurance Policy

All policies of insurance affording cover in respect of the Property shall be disclosed to West Lothian Council by the Chargor in order that they may be written or endorsed for the interest of West Lothian Council and the Chargor as West Lothian Council may require and shall in other respects be deemed to have been effected under Standard Condition 5(a).

5.2 Assignment of Insurance Proceeds

The Chargor assigns its whole right, title and interest in and to the Insurance Proceeds to West Lothian Council.

5.3 Application of Insurance Proceeds

All monies becoming payable under the policies of insurance referred to in Clause 5.2 shall be applied in making good the loss or damage in respect of which such monies become payable or, if West Lothian Council so requires, in or towards the discharge of the Secured Obligations.

5.4 Restrictions on Dealings with the Property

The Chargor shall not:

- 5.4.1 create or agree to create a subsequent standard security over the Property or any part of them or convey or otherwise transfer the Property or any part of them, or
- 5.4.2 make directly or indirectly any application for planning permission in relation to the Property or any part of it, or
- 5.4.3 make an application for an improvement grant or other grant in respect of the Property or any part of it, or
- 5.4.4 create or agree to create any servitude or real burden over the Property or any part of it, or
- 5.4.5 accept a surrender, vary the terms or consent to an assignation of any lease of the Property or any part of it

without, in each case, obtaining Consent. Notwithstanding the foregoing terms of this Clause 5.4, the Chargor is entitled, without the consent of West Lothian Council, to create servitudes, wayleaves, third party rights, title conditions, restrictions, or others affecting the Property (or any part of it) to the extent required to facilitate the residential development and sale of the Property (or any part of it) including without prejudice to the generality of the foregoing entering into any one or more of the following:- planning agreements, deeds of conditions, development management schemes, and variations of any of those and declaring that the Chargor will intimate the creation of any such rights to West Lothian Council and provide one copy of the relevant deed(s) formally documenting those rights to West Lothian Council.

5.5 Moveables

If West Lothian Council shall enter into possession of the Property West Lothian Council shall be entitled at the expense and risk of the Chargor to remove, store, sell or otherwise deal with any Moveables left in or upon the Property and not removed within 14 days of West Lothian Council entering into possession; West Lothian Council shall not be liable for any loss or damage occasioned by the exercise of this entitlement but West Lothian Council shall account for the proceeds of any sale of the Moveables after deducting all expenses incurred by West Lothian Council in connection with the sale.

5.6 Enforcement

- 5.6.1 The events of default specified in Standard Condition 9 shall not apply and the Chargor shall be deemed to be in default following the occurrence of a WLC Enforcement Trigger.
- 5.6.2 After West Lothian Council has become entitled to enter into possession of the Property, West Lothian Council shall be entitled (without limitation) to deal with the Property or any part or parts thereof.

6 Declarations

6.1 Breach of Obligations

If there shall be any breach of the obligations contained or referred to in the Standard Security West Lothian Council shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Chargor, to withhold further grant and/or loan facilities from the Chargor.

6.2 Notice of Subsequent Charge

If West Lothian Council receives notice of any subsequent charge or other interest affecting all or any part of the Property West Lothian Council may open a new account or accounts in the name of the Chargor and, if or in so far as West Lothian Council does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments

made by the Chargor to West Lothian Council shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to West Lothian Council at the time when it received the notice.

6.3 Certificate

The sums due by the Chargor to West Lothian Council shall be conclusively ascertained by a Certificate which will be binding on the Chargor save in the case of manifest error or inaccuracy.

6.4 Arrangements with Others

West Lothian Council may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the Standard Security and the liability of the Chargor to West Lothian Council under the Standard Security) allow any person any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person.

6.5 Preservation of West Lothian Council's Claims Against Others

If the Chargor is liable under the Standard Security for the debts of another person then:

6.5.1 the Chargor shall not in competition with or in priority to West Lothian Council make any claim in subrogation against that other person nor take or share in or enforce any security in respect of such debts until such debts have been paid to West Lothian Council in full; and

6.5.2 the liability of the Chargor under the Standard Security shall not be affected by the existence of any other security or guarantee nor by any other security or guarantee being or becoming void or unenforceable.

7. Application of proceeds

7.1 All monies received by West Lothian Council under or by virtue of this Standard Security following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or pari passu with the claims of West Lothian Council under this Standard Security, in the following order:

7.1.1 firstly, in or towards satisfaction of the Secured Obligations in such order as West Lothian Council shall in their absolute discretion decide; and

7.1.2 secondly, any surplus shall be paid to the Chargor or any other person entitled thereto.

7.2 Nothing contained in this Standard Security shall limit the right of West Lothian Council (and the Chargor acknowledges that West Lothian Council are so entitled) if and for so long as West Lothian Council, in their discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Standard Security into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Obligations.

8 Notices

All notices relating to the Standard Security (other than calling-up notices or notices of default which shall be served in accordance with Sections 19 and 21 of the Conveyancing and Feudal Reform (Scotland) Act 1970) shall be served in accordance with clause 16 of the Tripartite Agreement.

9 Warrandice

The Chargor grants warrandice.

10 Registration

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

10 Governing law

This Standard Security shall be governed by, and construed in all respects in accordance with the laws of Scotland and, for the benefit of West Lothian Council, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of West Lothian Council to proceed against the Chargor in any other appropriate jurisdiction.


11 Testing Clause


IN WITNESS WHEREOF these presents consisting of this and the 4 preceding pages together with the plan annexed is executed as follows:

FOR THE CHARGOR


signature of
director/secretary/authorised signatory/witness

PAMELA JANE STUART
full name of above (print)

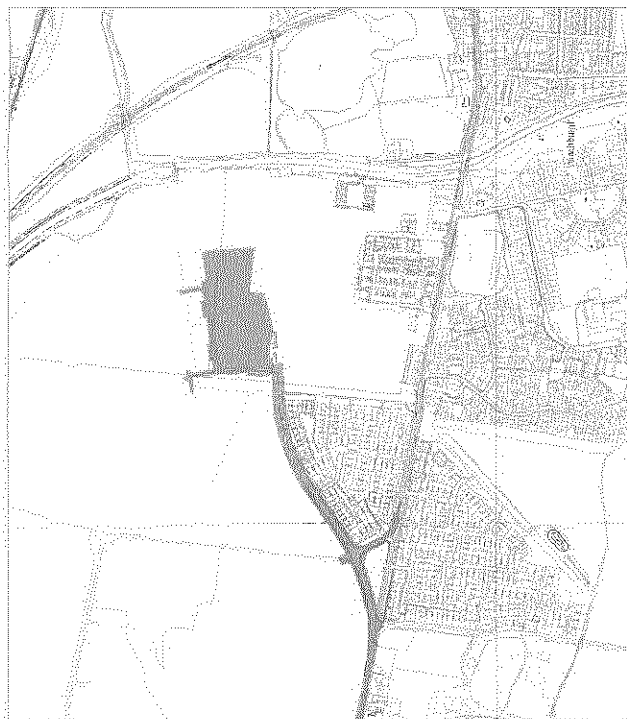

address of witness


signature of
director/secretary/authorised signatory of Winchburgh
Developments Limited

JOHN HAMILTON
full name of above (print)

4TH MAY 2022
date of signing

EDINBURGH
place of signing

[illegible]BLOCK P1-P2 - LOCATION PLAN
SCALE 1:5000

BLOCK P1-P2 - SECURITY PLAN

SCALE 1:1250

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