



Registration of a Charge

Company Name: **EISHKEN LIMITED**

Company Number: **SC479415**



Received for filing in Electronic Format on the: **25/04/2023**

XC26SLV5

Details of Charge

Date of creation: **21/04/2023**

Charge code: **SC47 9415 0005**

Persons entitled: **WEATHERBY'S BANK LIMITED**

Brief description: **EISHKEN ESATE, ISLE OF LEWIS AND NEW KEEPER'S COTTAGE,
SEAFORTH HEAD, ISLE OF LEWIS, REGISTERED AT THE LAND
REGISTER OF SCOTLAND UNDER TITLE ROS18871**

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: **NORMA PEARSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 479415

Charge code: SC47 9415 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st April 2023 and created by EISHKEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2023 .

Given at Companies House, Edinburgh on 25th April 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**



WEATHERBYS

— Since 1825 —

Eishken Limited
The Directors
Eishken Lodge
Eishken
Isle of Lewis
HS2 9LQ

**WEATHERBYS BANK
LIMITED**
Sanders Road,
Wellingborough
Northamptonshire
NN8 4BX

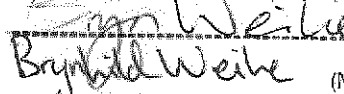
Date: 03.03.2023

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 LENDER IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED WITHOUT ANY LIMIT ON YOUR LIABILITY.

In this Standard Security the expressions set out below shall have the meanings and effect respectively set opposite to them:-

PARTIES	
Lender	Weatherbys Bank Limited (Registered number: 02943300) whose address is Sanders Road, Wellingborough, Northants, NN8 4BX
Mortgagor	Eishken Limited (Registered number SC479415) whose address is Eishken, Isle of Lewis, HS2 9LQ (Where there is more than one Mortgagor, their liabilities under this deed shall be joint and several and "Mortgagor" shall mean each such person.)

I certify that this is a true and complete copy of the original


Brynild Weihe (Solicitor)
(Notary Public)

Edinburgh



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The Mortgagor HEREBY UNDERTAKES to pay on demand to the Lender all sums of money which now are or which may at any time or from time to time be or become due to the Lender by the Mortgagor and/or for which the Mortgagor now is or may at any time or from time to time be or become liable or responsible to the Lender in any manner of way or in any respect whatsoever whether certain or contingent, whether solely or jointly with any other person or persons and whether as principal debtor or cautioner or guarantor or surety including, in particular but without prejudice to the foregoing generality, sums of principal, interest including capitalised interest, discounts, commissions, costs and expenses whether on or in connection with or arising out of any current or other account, order, draft, bill, promissory note, letter of credit or guarantee or any one or more of such or otherwise howsoever and including all expenses incurred by the Lender in relation to this security and/or such advances indebtedness and/or liabilities and that on a full indemnity basis (the "**Secured Obligations**") DECLARING THAT

- 1 the sums due by the Mortgagor shall in the absence of manifest error be conclusively ascertained by a statement under the hand of an official or manager of the Lender;
- 2 without prejudice to Section 13(1) of the Conveyancing and Feudal Reform (Scotland) Act 1970 if the Lender receive notice of the creation of any subsequent security or other interest affecting all or any part of the security subjects as hereinafter defined the Lender may open a new account or accounts with the Mortgagor and, if or insofar as the Lender does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it received such notice and as and from the time of payments made by the Mortgagor to the Lender, shall, notwithstanding any instructions by the Mortgagor to the contrary, be credited or treated as having been credited to a new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Lender at the time when it received the notice;
- 3 the expression "the Mortgagor" includes any party deriving title from the Mortgagor and the expression "the Lender" includes successors, assignees and any party deriving title from the Lender.

In security of the payment and discharge of the Secured Obligations, the Mortgagor grants a Standard Security in favour of the Lender over ALL and WHOLE the subjects described in Part One of the Schedule annexed and executed as relative hereto (the "**Schedule**") (which subjects are hereinafter called the "**Properties**"); the Mortgagor agrees that the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 shall apply and shall be varied (i) by the facility agreement issued by the Lender and accepted by the Mortgagor (hereinafter called the "**Facility Agreement**") and any lawful variation thereof operative for the time being and (ii) as follows:

(FIRSTLY)

The Mortgagor will:-

- (a) not, without the prior consent in writing of the Lender, make any application for planning permission or enter into any agreement under the Planning Acts in respect of the Properties or part of it. In the event of planning permission being obtained by the Mortgagor we will produce that permission to the Lender within seven days of receipt of it;

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- (b) not implement any planning permission received by the Mortgagor until it has been acknowledged by the Lender to be acceptable to it provided that the consent of the Lender to the Mortgagor's application for planning permission which we wish to implement has previously been obtained by us in accordance with Clause (a) above;
- (c) by its execution hereof warrant to the Lender that it has not, prior to the date hereof, carried out or permitted to be carried out any development within the meaning of the Town and Country Planning (Scotland) Act 1997 upon the Properties in respect of which any requisite permission has not been obtained and that all conditions, subject to which any such permissions have been granted, have been duly complied with;
- (d) give to the Lender such information as the Lender shall reasonably require as to all matters relating to the Properties;
- (e) not, without the prior consent in writing of the Lender, enter into any negotiations concerning matters contained in any notice, order, or direction issued by any competent authority having jurisdiction in that regard relating to or likely to affect the Properties or consent to the acquisition of the Properties or any part of it; if so requested by the Lender, permit the Lender or its servants or agents to conduct such negotiations or to give any such consent on its behalf.

(SECONDLY)

The Mortgagor will:-

- (a) not grant or agree to grant any subsequent security over any lease, tenancy or licence or part with or share possession or occupation of the Properties or any part thereof, without the prior written consent of the Lender and the Lender's prior written approval of the content of any deed constituting such security, lease, tenancy or licence which may be granted subject to such conditions or requirements as the Lender thinks fit;
- (b) where any such required consent is granted by the Lender, accept that such consent shall be deemed limited to the transaction set out therein and shall not be construed as consent for the renewal or extension of any new tenancy or licence;
- (c) where the Properties is subject to any existing lease no extension or variation to any lease or the creation of any new lease shall be permitted without the Lender's prior written consent;
- (d) in the event of consent being given by the Lender for the grant of any lease under this condition, deliver to the Lender for retention by the Lender during the existence of the Facility Agreement an extract or otherwise a certified true copy of such lease;
- (e) not agree or conclude negotiations in any review of rent in any tenancy of the Properties, or any part thereof, without the prior consent in writing of the Lender, which consent will only be withheld if the Mortgagor proposes to accept a rent less than the market rent for the tenancy in question; or

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- (f) not consent to any sub-lease of part of the Properties or any assignment of any lease of the Properties, or any part thereof, without the prior consent in writing of the Lender.

And the Mortgagor grants warrandice but excluding those leases listed in Part Two of the Schedule; And the Mortgagor consents to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents together with the Schedule in two parts are executed as follows:

MORTGAGOR:

SUBSCRIBED for and on behalf of the said Mortgagor:

at LONDON

on 03/03/2023

by NATASHA GREENHEIM
(PRINT FULL NAME)

[Signature]
(SIGNATURE)

Witnessed by:

SIGNATURE: [Signature]

NAME: SEAN WELLS

OCCUPATION: SECRETARY

ADDRESS: 2 WEST WINDOR

CHAPEL DUNE

DARTFORD, KENT, DA2 6FM

MORTGAGOR:

SUBSCRIBED for and on behalf of the said Mortgagor:

at _____

on _____

by _____
(PRINT FULL NAME)

(SIGNATURE)

Witnessed by:

SIGNATURE: _____

NAME: _____

OCCUPATION:

ADDRESS:

**SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY
EISHKEN LIMITED IN FAVOUR OF WEATHERBYS BANK LIMITED**

PART ONE

1 Description of property charged

ALL and WHOLE the lands and Estate of Eishken on the Isle of Lewis comprising (First) the subjects registered in the Land Register of Scotland under Title Number ROS18871, (Second) the subjects registered in the Land Register of Scotland under Title Number ROS18872, and (Third) the subjects registered in the Land Register of Scotland under Title Number SEA10.

PART TWO

2 Description of leases to be excluded from warrandice or state "none"

- 1 Licence between Eishken Limited and Fiona MacIver over the subjects known as Habost and Kershader Grazings, Isle of Lewis dated 1st and 7th June 2021;
- 2 Licence between Eishken Limited and Donald John Montgomery over the subjects known as Habost and Kershader Grazings, Isle of Lewis dated 1st and 7th June; and
3. Licence between Eishken Limited and Iain N. MacLeod over the subjects known as Habost and Kershader Grazings, Isle of Lewis dated 1st and 7th June 2021.

