



**Registration of a Charge**

Company Name: **CITY CHIC DEVELOPMENTS LTD**

Company Number: **SC481847**



Received for filing in Electronic Format on the: **22/11/2023**

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**Details of Charge**

Date of creation: **20/11/2023**

Charge code: **SC48 1847 0013**

Persons entitled: **SPF BRIDGING LTD**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING 3 DEVON PLACE, EDINBURGH, EH12 5HJ, BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID170771**

**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: **MORTON FRASER MACROBERTS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 481847

Charge code: SC48 1847 0013

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th November 2023 and created by CITY CHIC DEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2023 .

Given at Companies House, Edinburgh on 22nd November 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**

**STANDARD SECURITY**

by

**CITY CHIC DEVELOPMENTS LTD**

in favour of

**SPF BRIDGING LTD**

**Security Subjects: 3 Devon Place, Edinburgh, EH12 5HJ  
Title Number: MID170771**



**MORTON  
FRASER  
MACROBERTS  
LLP**

## STANDARD SECURITY

By

**CITY CHIC DEVELOPMENTS LTD**, incorporated under the Companies Acts in Scotland (Company Number SC481847) and having its Registered Office at H5 Newark Road South, Glenrothes, Scotland, KY7 4NS (hereinafter called the "**Chargor**")

in favour of

**SPF BRIDGING LTD** a company incorporated and registered in England and Wales (company registration number 08572664) whose registered office is at Albion House, Oxford Street, Nantgarw, Cardiff, CF15 7TR (the "**Lender**" which expression shall include its successors in title, assignees and transferees).

### WHEREAS:

- A. In terms of a facility letter issued by the Lender on 6 November 2023 and accepted by the Chargor (hereinafter defined) on or around the date hereof (as the same may be amended, varied, novated or supplemented from time to time being the "**Facility Letter**"), the Lender will make available to the Chargor certain loan facilities.
- B. As a condition to the availability of facilities to the Chargor under the Facility Letter, the Chargor has agreed to grant this Standard Security.

### NOW IT IS HEREBY AGREED AND DECLARED as follows:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Standard Security:

**Costs** means all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on such Costs.

**Encumbrance** means any mortgage, standard security, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, assignation in security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Environmental Law** all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the environment.

**Interest** means any sum of money payable to the Lender by way of interest (including, without limitation, default interest) upon the Secured Liabilities, at the rate charged to the Chargor by the Lender from time to time.

**Obligor** means the Chargor and each "Obligor" under and as defined in the Facility Letter.

**Secured Liabilities** means all or any money, obligations and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner by each Obligor to the Lender whether actually or contingently, solely or jointly and whether as principal, guarantor, cautioner or surety, and/or in any other capacity whatsoever including, but not limited to:

- a) under or in connection with each Transaction Document; and
- b) under all other existing and/or future agreements, deeds or documents which an Obligor has agreed in writing or does, in the future, agree in writing shall be secured upon the Security Subjects,

including discount, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters, together with Interest accrued

in respect of such monies, obligations and liabilities, and all costs and expenses in respect of them (including, without limitation, those arising under clause 11 of this Standard Security).

**Security Subjects** means ALL and WHOLE the subjects known as and forming 3 Devon Place, Edinbrugh, EH12 5HJ, being the whole subjects registered in the Land Register of Scotland under Title Number MID170771; TOGETHER WITH (One) the whole buildings and erections thereon; (Two) the fittings and fixtures therein and thereon; (Three) the parts, privileges and pertinents thereof; (Four) the whole rights common, mutual and exclusive effeiring thereto; and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto.

**Standard Conditions** means 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.

**Standard Security** means this standard security.

**Transaction Documents** means the Facility Letter, this Standard Security and any other "Transaction Document" under and as defined in the Facility Letter.

## 1.2 Construction

References to:

- 1.2.1 words and expressions defined in the Facility Letter shall have the same meanings in this Standard Security unless otherwise defined;
- 1.2.2 statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- 1.2.3 "including" shall not be construed as limiting the generality of the words preceding it;
- 1.2.4 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 1.2.5 any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- 1.2.6 the expression "the Chargor", and "Obligor" and "the Lender" includes persons deriving title from the Chargor, an "Obligor" and the Lender respectively and the expression "the Lender" includes assignees, transferees or successors in title, whether direct or indirect;
- 1.2.7 this "Standard Security", any "Transaction Document" or any other agreement or instrument is a reference to this Standard Security, any Transaction Document or other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the Chargor's obligations or provides for further advances);
- 1.2.8 clause headings are for ease of reference only and are not to affect the interpretation of this Standard Security;
- 1.2.9 Security Subjects includes the proceeds of sale of the Security Subjects.

## 1.3 Fluctuating Advances

This Standard Security is made to secure any further advances or other facilities made available by the Lender under the Transaction Documents; but it does not create any obligation on the Lender to make any further advances or other facilities available.

## 2. UNDERTAKING TO PAY

The Chargor hereby binds itself and its successors and executors whomsoever to, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

### **3. STANDARD SECURITY**

As continuing security for the payment and satisfaction of all the Secured Liabilities the Chargor hereby GRANTS a standard security in favour of the Lender over the Security Subjects.

### **4. STANDARD CONDITIONS**

#### **4.1 The Standard Conditions shall apply hereto and the Chargor agrees that the Standard Conditions shall be varied to the effect that:**

4.1.1 the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value thereof and the Chargor must:

- (a) insure and keep insured the Security Subjects with reputable and responsible insurers previously approved by the Lender in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Lender shall from time to time request;
- (b) procure that the interest of the Lender is noted on policy of insurance in respect of the Security Subjects in such manner as the Lender may in its absolute discretion require; and
- (c) duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect.

4.1.2 The Chargor shall apply all monies received by virtue of any insurance of the whole or any part of the Security Subjects:

- (a) in making good or in recouping expenditure incurred in making good any loss or damage; or
- (b) if the Lender in its discretion so requires, towards the discharge of the Secured Liabilities.

4.1.3 the Chargor shall carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Security Subjects as are, or may be, used for the purposes of trade or business.

4.1.4 the Chargor shall:

- (a) at all times keep in good and substantial repair and condition all the Security Subjects including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Security Subjects;
- (b) keep all equipment situated on the Security Subjects in good repair, working order and condition and fit for its purpose; and
- (c) where it is uneconomic to repair any part of the Security Subjects, replace such part by another similar asset of equal or greater quality and value.

4.1.5 the Chargor must not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any part of the Security Subjects or the effectiveness of the security created by this Standard Security.

- 4.1.6 the Chargor must comply (i) with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Security Subjects and (ii) in all material respects, with all applicable Environmental Law.
- 4.1.7 it shall be an obligation on the Chargor not to (a) create, purport to create or permit to subsist any Encumbrance on, or in relation to, any part of the Security Subjects other than any Encumbrances created in favour of the Lender, or (b) sell, convey, assign, transfer, part with possession of or otherwise dispose of in any manner the Security Subjects or any part thereof or (c) grant any servitude, wayleave, real condition or water or drainage rights or other continuing rights upon or affecting the Security Subjects or any part thereof (d) let or sub-let or agree to let or sub-let the Security Subjects or any part thereof, or part with possession thereof or grant to any person any licence, right or interest to occupy the Security Subjects or any part thereof or (e) vary any lease or sub-lease of the Security Subjects or any part thereof, without the prior consent in writing of the Lender in each case which consent if granted may be so granted subject to such conditions as the Lender may see fit to impose.
- 4.1.8 the Chargor will advise the Lender of any surrender or renunciation of any lease or sub-lease of the Security Subjects or any part thereof and the terms of any settled rent review relating to any such lease or sub-lease.

- 4.2 Wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Facility Letter and / or this Standard Security, the terms of the Facility Letter and / or this Standard Security shall (in so far as lawful and applicable) prevail and that to such extent the Standard Conditions shall be varied by the terms of the Facility Letter and/or this Standard Security.

## **5. TITLE DOCUMENTS**

The Chargor shall on the execution of this Standard Security deposit with the Lender and the Lender shall during the continuance of this Standard Security be entitled to hold all deeds and documents of title relating to the Security Subjects which are in the possession or control of the Chargor (and, if not within the possession and/or control of the Chargor, the Chargor undertakes to obtain possession of all such deeds and documents of title).

## **6. INSPECTION**

The Chargor shall permit the Lender and any person appointed by it to enter upon and inspect the Security Subjects during normal business hours upon reasonable prior notice.

## **7. ENFORCEMENT**

### **7.1 Enforcement Events**

At any time after the Lender has demanded the repayment of the Secured Liabilities the Chargor shall be deemed to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions.

### **7.2 No Liability as Heritable Creditor in Possession**

The Lender shall not be liable to account as creditor in possession in respect of all or any of the Security Subjects nor shall it be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Security Subjects for which a creditor in possession might as such be liable.

### **7.3 Prior Encumbrances**

At any time after this Standard Security shall have become enforceable or after any powers conferred by any Encumbrance having priority to this Standard Security shall have become exercisable, the Lender may:

- 7.3.1 redeem such or any other prior Encumbrance or procure its transfer to itself, and
- 7.3.2 settle any account of the holder of any prior Encumbrance.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor and all monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

## **8. CONTINUING SECURITY**

This Standard Security shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Lender discharges this Standard Security in writing in the form prescribed by statute.

## **9. ORDER OF APPLICATION OF PROCEEDS**

All monies received by the Lender in the exercise of any enforcement powers conferred by this Standard Security shall, subject to section 27 of the Conveyancing and Feudal Reform (Scotland) Act 1970, be applied in the following order of priority:

- 9.1.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any receiver appointed in respect of the Security Subjects, attorney or agent appointed by it),
- 9.1.2 second in paying the remuneration of any receiver (as agreed between him and the Lender),
- 9.1.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine, and
- 9.1.4 finally in paying any surplus to the Chargor or any other person entitled to it.

## **10. MISCELLANEOUS**

### **10.1 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Lender shall in any way preclude the Lender from exercising any right or power under this Standard Security or constitute a suspension or variation of any such right or power.

### **10.2 Single or Partial Exercise**

No single or partial exercise of any right under this Standard Security shall prevent any other or further exercise of that or any other such right.

### **10.3 New Accounts**

- 10.3.1 If the Lender receives notice of any subsequent Encumbrance or other interest affecting all or part of the Security Subjects, the Lender may open a new account or accounts for the Chargor in the Lender's books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of the Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities.
- 10.3.2 If the Lender does not open a new account or accounts immediately on receipt of notice under this Clause 10.3, then, unless the Lender gives express written notice to the contrary to the Chargor, as from the time of receipt of the relevant notice by the Lender 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 Liabilities.

### **10.4 Indulgence**

The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this Standard Security (whether or not such person or persons are jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Standard Security or to the liability of the Chargor for the Secured Liabilities.



## **10.5 Waiver**

- 10.5.1 No failure or delay by the Lender in exercising any right or remedy under this Standard Security shall operate as a waiver, and no single or partial exercise shall prevent further exercise of any right or remedy.
- 10.5.2 The Lender may only waive any of its rights under this Standard Security in writing and such waiver may be subject to any conditions which the Lender thinks fit. Any such waiver will only apply to the precise circumstances for which it is given.
- 10.5.3 The Lender may from time to time allow time for the payment of any bills of exchange, promissory notes or other securities which have been discounted or received from the Chargor or upon which the Chargor is in any way liable without affecting the liability of the Chargor under this Standard Security.

## **11. COSTS AND INDEMNITY**

### **11.1 Costs**

The Chargor shall pay to or reimburse the Lender on demand, on a full indemnity basis, all Costs incurred by the Lender in relation to:

- 11.1.1 This Standard Security or the Security Subjects, or
  - 11.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's rights under this Standard Security Document, or
  - 11.1.3 suing for, or recovering, any of the Secured Liabilities,
- (including, without limitation, the Costs of any proceedings in relation to this Standard Security or the Secured Liabilities) together with, in the case of clause 11.1.2 and clause 11.1.3, interest on the amount due at the default rate of interest specified in the Facility Letter, calculated in the same manner as default interest is to be calculated under the Facility Letter.

### **11.2 Indemnity**

The Lender and its respective employees and agents shall be indemnified on a full indemnity basis out of the Security Subjects in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

- 11.2.1 the exercise or purported exercise of any of the powers, authorities or discretions vested in it under this Standard Security, or
- 11.2.2 any matter or thing done or omitted to be done in relation to the Security Subjects under those powers, or
- 11.2.3 any default or delay by the Chargor in performing any of its obligations under this Standard Security.

## **12. CHANGES TO THE PARTIES**

### **12.1 Assignment by Lender**

The Lender may at any time, without the consent of the Chargor, assign or transfer the whole or any part of the Lender's rights and/or obligations under this Standard Security to any person.

### **12.2 Assignment by Chargor**

The Chargor may not assign any of its rights or transfer any of its obligations under this Standard Security or enter into any transaction, which would result in any of those rights or obligations passing to another person.

## **13. Partial Invalidity**

All the provisions of this Standard Security are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any

jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**14. CERTIFICATES AND DETERMINATIONS**

Any account or certificate signed by a manager or other signing official authorised by the Lender as to the amount of the Secured Liabilities or any part of them shall, in the absence of obvious error, be conclusive and binding on the Chargor.

**15. GOVERNING LAW**

This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

**16. WARRANDICE AND CONSENT TO REGISTRATION**

The Chargor grants warrandice and consents to registration of this Standard Security and any certificate referred to in Clause 14 for preservation and execution:

IN WITNESS WHEREOF these presents consisting of this and the preceding six pages are executed as follows:

**SUBSCRIBED** for and behalf of the said **CITY CHIC DEVELOPMENTS LTD**

at EDINBURGH

on 9/11/2023

  
Signature of Director/Secretary/Witness

SCOTT ALEXANDER BROWN  
Print Name of above

  
Signature of Director

HENRY ANGUS BECKETT  
Print Name of above

LINCOLN TERRACE  
EDINBURGH EH3 5NS  
Address of Witness (if applicable)