

MR01 578/05/613

Particulars of a charge



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08

SATURDAY



S4J75AE1

SCT

31/10/2015

#812

COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number S C 4 8 3 2 5 2

Company name in full Sundial Dundas Limited

For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 8 7 0 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Dundas Estates & Development Co. Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

ALL and WHOLE those subjects known as and forming 42 North Castle Street, Edinburgh, EH2 3BN being the whole subjects registered in the Land Register of Scotland under Title Number MID125161.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature



PETER RICHARD SMITH
FOR AND ON BEHALF OF BURNES PAUL LLP
AGENT FOR THE CHARGE

This form must be signed by a person with an interest in the charge.

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name DUN/3006/00002/PRS/CCM/KLP

Company name Burness Paul LLP

Address Union Plaza

1 Union Wynd

Post town Aberdeen

County/Region

Postcode A B 1 0 1 D Q

Country Scotland

DX AB35 ABERDEEN

Telephone 01224618334



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 483252

Charge code: SC48 3252 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th October 2015 and created by SUNDIAL DUNDAS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2015.

Given at Companies House, Edinburgh on 10th November 2015.



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

~~Burness Paul~~ **Burness Paul**

SUNDIAL DUNDAS LIMITED
as Chargor


and

DUNDAS ESTATES & DEVELOPMENT CO. LIMITED
as Lender

STANDARD SECURITY
in respect of subjects at 42 North Castle Street, Edinburgh

Certified a true copy

Aberdeen 30/10/2015


for and on behalf of Burness Paul LLP

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Certified a true copy

Aberdeen 30/10/2015



for and on behalf of Burness Paull LLP

INSTRUMENT

by

- (1) **SUNDIAL DUNDAS LIMITED**, incorporated under the Companies Acts (Registered Number SC483252) and having its Registered Office at 46 Charlotte Square, Edinburgh EH2 4HQ (the "**Chargor**")

in favour of

- (2) **DUNDAS ESTATES & DEVELOPMENT CO. LIMITED**, incorporated under the Companies Acts (Registered Number SC132918) and having their Registered Office at Alderstone House, MacMillan Road, Livingston EH54 7AW (the "**Lender**")

CONSIDERING THAT:

- (i) the Lender has agreed or will agree to make certain facilities available to the Chargor;
- (ii) one of the conditions to the availability of the facilities referred to in paragraph (i) above is that the Chargor grants to the Lender this standard security.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

"Secured Liabilities" means all present and future obligations and liabilities of the Chargor to the Lender, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Lender; and

"Security Subjects" means ALL and WHOLE those subjects known as and forming 42 North Castle Street, Edinburgh EH2 3BN being the whole subjects registered in the Land Register of Scotland under Title Number MID125161.

1.2 Unless a contrary indication appears, any reference in this Instrument to:

- 1.2.1 the "**Chargor**" and the "**Lender**" shall be construed so as to include their respective successors in title, permitted assignees and permitted transferees; and

1.2.2 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).

1.3 Unless any provision of this Instrument or the context otherwise requires, any reference in this Instrument to a provision of law is a reference to that provision as amended or re-enacted.

1.4 In this Instrument the singular includes the plural and *vice versa*. Clause headings are for ease of reference only and a reference to a Clause is to be construed as a reference to a clause of this Instrument.

2 BOND

The Chargor undertakes to the Lender that it will pay or discharge to the Lender all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).

3 CHARGE

The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Lender over the Security Subjects.

4 STANDARD CONDITIONS

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply. And we agree that such Standard Conditions shall be varied to the effect that (a) the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Lender and (b) 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.

5 NOTICE OF SUBSEQUENT CHARGE

If the Lender receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Lender may open a new account or accounts in the name of the Chargor 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 receives such notice and as and from that time all payments made by the Chargor to the Lender 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 the Lender at the time the notice was received.

6 APPLICATION OF ENFORCEMENT PROCEEDS

6.1 All monies received by the Lender under or by virtue of this Instrument 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 the Lender under this Instrument, in the following order:

6.1.1 firstly, in or towards satisfaction of the Secured Liabilities in such order as the Lender shall in its absolute discretion decide; and

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

6.2 Nothing contained in this Instrument shall limit the right of the Lender (and the Chargor acknowledges that the Lender is so entitled) if and for so long as the Lender, in its 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 Instrument 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 Liabilities.

7 NOTICES

7.1 Communications in writing

Any communication to be made under or in connection with this Instrument shall be made in writing and, unless otherwise stated, may be made by fax or letter.

7.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Chargor and the Lender for any communication or document to be made or delivered under or in connection with this Instrument:

7.2.1 in the case of the Chargor:

Address:	46 Charlotte Square, Edinburgh EH2 4HQ
Attention:	W J Gray Muir
Facsimile:	131 226 3323

7.2.2 in the case of the Lender:

Address:	Alderstone House, MacMillan Road, Livingston EH54 7AW
Attention:	J C Campbell and J B Dunlop

Facsimile:

0845 005 5001

or any substitute address or fax number or department or officer as the Chargor may notify to the Lender (or the Lender may notify to the Chargor if a change is made by the Lender) by not less than 5 Business Days' notice.

7.3 Delivery

7.3.1 Any communication or document made or delivered by one person to another under or in connection with this Instrument will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or 5 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under Clause 7.2 (*Addresses*), if addressed to that department or officer.

7.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer specified as part of its address details provided under Clause 7.2 (*Addresses*) (or any substitute department or officer as the Lender shall specify for this purpose).

7.4 English language

Any notice given under or in connection with this Instrument must be in English.

8 GOVERNING LAW AND JURISDICTION

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

9 WARRANTICE AND CONSENT TO REGISTRATION

9.1 The Chargor hereby grants warrantice.

9.2 A certificate signed by any official, manager or equivalent account officer of the Lender shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the

Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 4 pages are executed as follows:

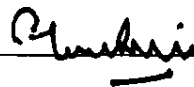
SUBSCRIBED for and on behalf of
SUNDIAL DUNDAS LIMITED

at Edinburgh

on 22 October 2015

ANDREW GRAY MUR

Print Full Name



Secretary

before this witness

DAVID ANDREW FAIRFOUL

Print Full Name



Witness

Address

19/6 KINNEAR ROAD

EDINBURGH

EH3 5PS