



**Registration of a Charge**

Company Name: **NEW LUCE COMMUNITY TRUST**

Company Number: **SC497287**



Received for filing in Electronic Format on the: **08/12/2021**

XAIW0ZGX

**Details of Charge**

Date of creation: **07/12/2021**

Charge code: **SC49 7287 0001**

Persons entitled: **TRIODOS BANK UK LIMITED**

Brief description: **THE HERITABLE SUBJECTS KNOWN AS THE KENMUIR ARMS, 31 MAIN STREET, NEW LUCE DG8 0AJ AND REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER WGN399**

**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: **REGAN WALLACE, TRAINEE SOLICITOR BTO SOLICITORS LLP**



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

Company number: 497287

Charge code: SC49 7287 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th December 2021 and created by NEW LUCE COMMUNITY TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2021 .

Given at Companies House, Edinburgh on 8th December 2021

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**

**NEW LUCE COMMUNITY TRUST**

**in favour of**

**TRIODOS BANK UK LIMITED**

**over subjects:**

**THE KENMUIR ARMS, 31 MAIN STREET, NEW LUCE DG8 0AJ**

**REF: NMB/LGR/TRIO/9/48**

**48 St. Vincent Street Glasgow G2 5HS**

**T: +44 (0)141 221 8012**

**DX GW96**

**One Edinburgh Quay 133 Fountainbridge Edinburgh EH3 9QG**

**T: +44 (0)131 222 2939**

**DX ED77**

**77-81 Sinclair Street Helensburgh G84 8TG**

**T: +44 (0)1436 671 221**

**DX 600751**

BTO is an independent Scottish law firm regulated by the Law Society of Scotland. A full list of members is open to inspection at the registered office.

BTO is the trading name of BTO Solicitors LLP, a limited liability partnership registered in Scotland (registered number SC306583) whose registered office is at 48 St Vincent Street, Glasgow G2 5HS.

The Borrower (as defined below) agrees that the expressions set out below shall have the meanings and effect respectively set opposite them:-

|                            |   |
|----------------------------|---|
| <b>Bank</b>                | <b>TRIODOS BANK UK LIMITED</b> , a limited liability company incorporated in England and Wales Company Number 11379025, and having its Registered Office at Triodos Bank, Deanery Road, Bristol BS1 5AS.                              |
| <b>Borrower</b>            | <b>NEW LUCE COMMUNITY TRUST</b> , a Private Limited Company by Guarantee registered under the Companies Act with Company Number SC497287 and having their registered office at 26 South Main Street, Wigtown, Newton Stewart DG8 9EH. |
| <b>Property</b>            | The heritable subjects known as The Kenmuir Arms, 31 Main Street, New Luce DG8 0AJ more particularly described in the Schedule.   |
| <b>Schedule</b>            | The schedule annexed and subscribed as relative to the Security.  |
| <b>Security</b>            | This standard security (including, where appropriate, the Schedule) and any deed supplemental or collateral to this standard security or substituted for it.  |
| <b>Standard Conditions</b> | The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970.  |

and undertakes that the Borrower will pay to the Bank on demand all money and liabilities whether certain or contingent (including further advances made hereafter by the Bank and secured directly or indirectly by the Security) which now are or at any time hereafter may be due owing or incurred by the Borrower to the Bank or for which the Borrower may be or become liable to the Bank on any current or other account or in any manner whatever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) together with interest to the date of payment at such rate as may from time to time be charged by the Bank in accordance with its usual practice and commission and other banking charges and any legal and other proper costs, charges and expenses incurred by the Bank in relation to the Security or in enforcing the Security on a full and unqualified indemnity basis FOR WHICH the Borrower grants a standard security in favour of the Bank over the Property.

#### **INTERPRETATION**

In the Security a reference to:

- (ONE) a statutory provision includes a reference to:
- (A) that statutory provision as modified or re-enacted or both from time to time before the date of execution of the Security; and
  - (B) any subordinate legislation made under that statutory provision before the date of execution of the Security;
  - (C) persons includes a reference to any body corporate, unincorporated association or partnership;
- (TWO) a person includes a reference to that person's legal personal representatives, successors and permitted assignees;
- (THREE) a clause, unless the context otherwise requires, is a reference to a clause of the Security;
- (FOUR) the singular shall include the plural and vice versa; and
- (FIVE) an agreement or other document is a reference to that agreement or document as from time to time supplemented or amended.

#### **STANDARD CONDITIONS AND VARIATION**

The Standard Conditions, and any lawful variation thereof operative for the time being, shall apply.

The Standard Conditions shall be varied to the effect that:

**1. INTEREST**

The Borrower will pay interest at the rate as may from time to time be charged by the Bank in accordance with its usual practice on the money due under the Security (both before or after any judgement or decree) upon such days in each year as the Bank shall from time to time fix and such interest shall be compounded with rests on the said days in each year in the event of it not being punctually paid on the said days but without prejudice to the right of the Bank to require payment of such interest on the said days.

**2. ASSIGNATION OF COMPENSATION ETC.**

2.1 The Borrower assigns to the Bank all moneys in future received as compensation or under any policy of insurance effected in respect of the Property.

2.2 The Borrower assigns to the Bank the full benefit of all licences (which expressions shall also include any registrations) held in connection with any business or businesses from time to time carried on in or upon the Property or any part or parts thereof subject to redemption on payment of all liabilities hereby secured. The Borrower will carry on such business or businesses in accordance with the standards of good management from time to time current in such business or businesses and will take out and maintain all necessary licences for the due carrying on of such business(es) and will not do or suffer to be done any act, matter or thing whereby any such licences may be lost or not renewed and will (to the fullest extent possible) at all times, at the Borrower's cost, execute all such instruments and do all such things as shall be requisite for transferring and vesting all or any such licences to and in the nominee(s) of the Bank or any other person(s) as the Bank may direct and the Borrower irrevocably and by way of security appoints the Bank to be the attorney of the Borrower in the name of the Borrower to apply for and obtain the renewal of any such licences and to sign all proper notices and other documents and to do all necessary acts for assigning or transferring all or any such licences to such person(s) as the Bank may think fit.

2.3 In the event of the Bank entering into possession of the Property (or any of it) the Bank is hereby authorised as agent for the Borrower to remove, store, sell or otherwise deal with any furniture or goods whatsoever which the Borrower shall fail or refuse to remove from such Property within seven days of being requested so to do by notice from the Bank and the Bank shall not be liable for any loss or damage occasioned to the Borrower. The Borrower shall indemnify the Bank against all expenses incurred by the Bank in relation to such furniture or goods and the Bank shall, upon receipt of satisfactory evidence that the Borrower is entitled to the proceeds of sale, account to the Borrower for the proceeds of any such sale after deducting any such expenses.

**3. DEPOSIT OF DOCUMENTS AND RESTRICTIONS ON DISPOSITIONS**

3.1 The Borrower will deposit with the Bank and the Bank shall during the continuance of the Security be entitled to hold and retain (unless held by a prior security holder at the date of creation hereof) all deeds and documents of title relating to the Property for the time being.

3.2 The Borrower shall not without the written consent of the Bank make any disposition of any of the Property or any interest in it or create or purport to create any lease or licence or other occupancy right or charge or security affecting it or part with possession or share occupation of the whole or any part of the Property.

**4. FURTHER ASSURANCE**

The Borrower will at any time if and when required by the Bank execute in favour of the Bank or as the Bank shall direct such further legal or other assignments mortgages securities or charges as the Bank shall require to secure all money and liabilities and other sums hereby agreed to be paid or intended to be hereby secured, such assignments, mortgages, securities or charges to be prepared by or on behalf of the Bank at the expense of the Borrower and to contain all such clauses for the benefit of the Bank as the Bank may reasonably require including if so required by the Bank in the case of a security or charge on any heritable (or equivalent in jurisdictions other

than Scotland) or leasehold property any such clauses as are contained in any of the Bank's standard forms of security (or mortgage appropriate to such other jurisdiction). The Borrower will at any time if and when required by the Bank give notice to such parties as the Bank may require of any such further legal or other assignments, mortgages, securities or charges and will take such other steps as the Bank may require to perfect any of the same.

## **5. DEFAULT**

### **5.1 If:-**

5.1.1 the Borrower fails to pay to the Bank on the due date any sum of money; or

5.1.2 the Borrower breaches the Security or any other obligation undertaken by the Borrower to the Bank or any statutory provision which the Borrower is obliged to observe or perform, or

5.1.3 the Property or any part of it is purchased compulsorily or requisitioned or demolished by any competent authority,

all money which is secured by the Security shall immediately become due and payable to the Bank and the Bank shall be entitled to exercise the rights conferred upon a creditor by the Security as set out in schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 or any later amendment of that Act and also all other remedies competent to the Bank under the Security or by statute or at common law.

5.2 The Borrower agrees to have the Property vacated and to give the Bank immediate possession of the Property on the expiry of a period of seven days after the posting of a notice given by or on behalf of the Bank on or after the occurrence of any of the other events listed in Clause 5.1 and agrees that a warrant of summary ejection or an action of declarator and removing may competently proceed against the Borrower in the Sheriff Court of the Sheriffdom in which the Property is situated at the instance of the Bank.

5.3 At any time after its power of sale has become exercisable the Bank may:

5.3.1 enter on the Property and carry out and contract for the carrying out of any alteration to the Property or other works on the Property;

5.3.2 dedicate any part or parts of the Property for highways; and

5.3.3 make any exchange or arrangement as to boundaries with neighbours.

5.4 If at the time of entry into possession or receipt of the rents and profits of the Property by the Bank, the Property or any part of the Property is let under a furnished tenancy which becomes binding on the Bank the Bank shall be entitled to receive and apply the whole of the rent payable under that tenancy as if it were rent of the Property. The Bank will not be required to make any apportionment of that rent between the Property and any of the furniture or goods included in the tenancy. The Bank may serve any landlord's notice (statutory or otherwise) to terminate such tenancy. The Borrower irrevocably appoints the Bank as its attorney to serve any such notice with power to sign, execute, seal and deliver any notice, deed or document necessary to give effect to such notice.

5.5 At any time after taking possession the Bank may give up possession on giving notice to the Borrower.

5.6 The powers conferred by the Security on the Bank are in addition to and do not limit all other powers and remedies competent to the Bank by statute or at common law or otherwise for recovering or enforcing payment of any money due to the Bank by the Borrower.

## **6. BANK'S POWERS**

6.1 If the Borrower defaults in the performance of any obligation imposed on it under the Security or in the performance of any obligation affecting the Property, the Bank shall, without prejudice to any other

remedy available to the Bank under the Security, be at liberty to meet that obligation in whole or in part and to pay all costs and expenses occasioned by such default. All money so paid by the Bank shall be deemed to be principal money owing under the Security and will carry interest accordingly. Any such sums shall on demand be payable by the Borrower to the Bank or the Bank may add it to the sums secured by the Security.

- 6.2 If, following a sale of the Property by the Bank, the Bank is not able to discover the whereabouts of the Borrower and there are surplus proceeds of sale, those proceeds may be paid into an interest bearing account to be opened in the Borrower's name with the Bank.
- 6.3 If the Bank sells the Property then, for the purposes of applying the sale proceeds, the money payable under the Security shall include all interest (without any deductions) and any other money which under the Security would on the day of actual completion of sale have been required to be paid by the Borrower on the redemption of the Security. The Bank shall be treated as supplying the Borrower with the service of arranging the sale of the Property and so may contract as principal with other suppliers of services.
- 6.4 As a creditor in possession the Bank has a power of leasing conferred on it by section 20 of the Conveyancing and Feudal Reform (Scotland) Act 1970. The Security extends that power to authorise the Bank to grant leases or to enter into agreements for leases for any length of time and at any rent and with or without taking a capital sum and generally upon such other terms and conditions as the Bank shall determine. Any capital sum received by the Bank upon the grant of a lease or the entry into an agreement for a lease shall be applied by the Bank first in payment of all costs, charges and expenses incurred in relation to the lease or agreement for lease and second in or towards payment of the amount outstanding under the Security. Any balance remaining shall be paid to the person who would be entitled to the same if such balance were the residue remaining after exercise of the Bank's power of sale.
- 6.5 The Bank shall be entitled to examine and take copies of all files, papers and other documents relating to or connected with the Borrower's purchase of the Property which are in the possession of the Borrower or its solicitor or other legal or professional adviser. By granting the Security the Borrower authorises and requires any such adviser to give the Bank such access to the files, papers and other documents as the Bank may reasonably require for the purpose of such examination and copying.
- 6.6 The Borrower hereby (i) grants an irrevocable licence to the Bank until the sale of the Property to use all the assets of the Borrower situated at the Property which are used in connection with any business of the Borrower carried on at the Property and (ii) further irrevocably authorises the Bank to remove sell store or otherwise deal with the same and to pay any net proceeds of sale after deduction of any costs and expenses relating thereto to the Bank which shall account to the Borrower for the proceeds of any such sale after deducting any such expenses.
- 6.7 At any time after the Security shall have become enforceable or after any powers conferred by any encumbrance having priority to the Security shall have become exercisable the Bank may redeem such or any other prior encumbrance or procure the transfer thereof to itself and may settle and pay the accounts of the encumbrancer. Any accounts so settled and paid shall be conclusive and binding on the Borrower and all moneys paid by the Bank to the encumbrancer in accordance with such accounts shall as from such payment be due from the Borrower to the Bank and shall bear interest in accordance with and be secured under the Security.
- 6.8 The Bank shall be entitled at any time to require the Borrower to pay all of the money which is secured by the Security by calling up the Security in the manner laid down in Section 19 of the Conveyancing and Feudal Reform (Scotland) Act 1970.

## **7. STANDARD CONDITIONS**

- 7.1 Without limiting the obligations imposed by the Standard Conditions, the Borrower is obliged to do the following:-
  - 7.1.1 If the Bank sells the Property and the net proceeds of sale are insufficient to pay the money then owing under the Security, to pay the shortfall to the Bank on demand with interest on the shortfall from completion of the sale at the rate payable from time to time under Clause 1.

- 7.1.2 To give to the Bank information about the Property as the Bank may reasonably require.
- 7.1.3 (Subject only to the terms of any lettings to which the Bank may have consented) to keep the Property available for disposal with vacant possession and not to sell, let or part with the possession of the Property except as permitted under the Security.#
- 7.1.4 To give notice to the Bank of (and pending direction from the Bank to hold in trust for the Bank) any monetary compensation relating to the Property which is paid to the Borrower whether in exercise of statutory provisions or otherwise as soon as it is received and to use such compensation for the repair or maintenance of the Property or its services or amenities or in reduction of the money owing to the Bank under the Security (as the Bank directs).
- 7.1.5 To give notice immediately to the Bank of any defect, damage, injury or depreciation relating to the Property which may give rise to a right or claim for damages, compensation or indemnity.
- 7.1.6 To pay to the Bank all costs and expenses reasonably and properly incurred by the Bank in relation to the Property or the Security and any indebtedness or liability secured by it on a basis of full indemnity. All costs and expenses so incurred shall constitute principal money owing under the Security and carry interest accordingly. Such sums shall be payable by the Borrower to the Bank on demand or the Bank may add them to the sums secured under the Security.
- 7.1.7 To notify the Bank within seven days of any circumstances affecting or likely to affect the validity of any insurance policy relating to the Property.

## **8. PROHIBITION ON LEASING**

During the continuance of the Security any powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases shall not in relation to the Property or any part thereof be exercisable by the Borrower nor shall the Borrower part with possession of the same or any part thereof nor confer upon any person, firm, company or body whatsoever any licence right or interest to occupy the same or any part thereof nor grant any licence or permission to assign, underlet or part with possession of the same or any part thereof without in any such case obtaining the consent of the Bank signified in writing under the hand of any officer of the Bank authorised by the Bank from time to time or any person authorised by such officer.

## **9. BORROWER COVENANTS**

During the continuance of the Security the Borrower shall:-

- 9.1 If the Borrower is a Company, furnish to the Bank an annual balance sheet and profit and loss account and trading account showing the true position of the Borrower's affairs in every year certified by an accountant approved by the Bank and also from time to time such other information in respect of the assets and liabilities of the Borrower as the Bank may reasonably require;
- 9.2 keep the Property in a good state of repair and all fixtures and fittings comprised therein in good working order and condition and complete the erection and construction of any incomplete buildings works or erections (if any) comprised in the Property promptly and as agreed with and to the satisfaction of the Bank and insure as may reasonably be determined in writing by the Bank and keep insured the Property with insurers to be approved by the Bank against loss or damage by fire and such other contingencies and risks as may be required by the Bank in their full reinstatement value for the time being in the joint names of the Borrower and the Bank or with the interest of the Bank endorsed on the policy or policies or noted as the Bank may require and will (unless deposited with a prior security holder at the date of creation of the Security or unless the insurance to which such policy or policies relate and which was approved by the Bank was effected by a landlord with the respective interests of the Bank and the Borrower endorsed or noted thereon) deposit with the Bank such policies as may be required by the Bank and will duly pay all premiums and sums payable for this purpose and produce the receipts therefor to the Bank within seven days of their becoming due and payable. The Bank and its agents may enter and inspect the Property at any reasonable time and if default shall at any time be made by the Borrower in keeping the Property in a good state of repair and any fixtures and fittings comprised therein in good



made by or on behalf of the Borrower to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Borrower to the Bank as from the time when it received notice.

## **12. CONSOLIDATION AND SET OFF**

The Bank shall have in addition to any general lien or similar right (if any) to which it may be entitled by law the right at any time or times and without notice to the Borrower (as well before as after any demand hereunder or otherwise) to combine or consolidate all or any of the then existing accounts (including accounts in the name of the Bank) with and liabilities to the Bank of the Borrower and/or set off or transfer any sum or sums standing to the credit of any one or more of such accounts (whether subject to notice or restriction on availability or not and whether denominated in sterling or in a foreign currency) in or towards satisfaction of any of the liabilities of the Borrower to the Bank on any other account or in any other respect whether such liabilities be actual, contingent, primary, collateral, several or joint. In the case of all accounts (whether denominated in sterling or in a foreign currency) the Bank may elect to convert all or any such account or accounts (in whole or in part) into the currency or currencies of the whole or any part of the Borrower's liabilities hereunder and the rate of exchange shall be the Bank's spot rate for the currency in question prevailing at or about 11.00 a.m. in London on the date the Bank exercises its rights hereunder.

## **13. NOTICES**

13.1 Any notice or other communication under or in connection with the Security shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) or by fax, to the party due to receive the notice or communication at its address set out in the Security or such other address as either party may specify by notice in writing to the other.

13.2 In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given:

- 13.2.1 if delivered personally, when left at the address referred to in Clause 13.1;
- 13.2.2 if sent by mail, other than air mail, two days after posting it;
- 13.2.3 if sent by air mail, six days after posting it;
- 13.2.4 if sent by fax, upon receipt by the sender of the correct answer back or transmission report form.

## **14. ASSIGNEES**

14.1 The Bank may sell, assign, novate or otherwise transfer all or any part of its rights or obligations under the Security to any person and the Borrower consents to the disclosure by the Bank of any information and documentation concerning the Borrower to any prospective assignee.

14.2 The expression "the Bank" shall include the Bank's assignees whether immediate or derivative. Any consents hereunder may be made or given by writing signed or sealed by any such assignees and the Borrower hereby irrevocably appoints each of such assignees to be its attorney in the terms and for the purposes in Clause 10.

## **15. ADDITIONAL SECURITY**

The Security is in addition to any other security or securities which the Bank may now or from time to time hold or take from the Borrower.

## **16. NON-MERGER**

16.1 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, mortgage or other security or any contractual or other right which the Bank may at any time have for any money or liabilities or other sums due owing or incurred by the Borrower to the Bank or any right or remedy of the Bank thereunder and any receipt release or discharge of the security provided by or of any liability arising under the Security shall not release or discharge the Borrower from any liability to the Bank for the same or any other moneys which may exist independently of the Security.

16.2 Where the Security initially takes effect as a collateral or further security then notwithstanding any receipt, release or discharge endorsed on or given in respect of or under the principal security to which the Security operates as a collateral or further security, the Security shall in respect of any money or liabilities or other sums which were originally intended to be secured be an independent security for any such money or liabilities or other sums.

## **17. SEVERABILITY**

Each of the provisions in the Security shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

## **18. GENERAL**

18.1 None of the persons included in the expression "Borrower" shall, as against the Bank, be entitled to any of the rights or remedies, legal or equitable, of a guarantor or surety as regards the indebtedness or liabilities of any of the other persons included in the expression "Borrower".

18.2 The Borrower certifies that the Security does not contravene any of the provisions of the Borrower's memorandum and articles of association and shall be executed in accordance therewith.

18.3 No third party dealing with the Bank need enquire that the powers under the Security have arisen or are being properly exercised.

18.4 The Bank shall not be liable to account as creditor in possession in respect of all or any of the Property or for any neglect or default of any nature whatsoever for which a creditor in possession may be liable as such.

18.5 Nothing in the Security shall give or be construed as giving to the Bank any security interest in or rights in respect of any equipment, chattels or other items which would constitute the Security or any part of it as a bill of sale.

18.6 Where more than one person comprises the Borrower and such persons are in partnership with each other and/or other persons (a "Partnership" and each a "Partner") the Borrower warrants and represents that all the Property belongs to the Partnership and that the Partners have authorised the execution of the Security. If any of the Partners retires, dies or otherwise ceases to be a Partner ("Retiring Partner") or a new person becomes a Partner ("New Partner") or the Partnership is dissolved, the Borrower shall immediately inform the Bank in writing and the Bank shall have the right to require and the Borrower shall ensure that a Retiring Partner and a New Partner signs and delivers and otherwise perfects any deed, assurance, agreement, instrument or act which the Bank may require. The liability of the Partners (including the liability of the Retiring Partner and a New Partner) for the amounts secured by the Security and the validity, enforceability and continuing security of the Security shall not be affected by the departure of a Retiring Partner from the Partnership and/or the appointment of a New Partner and/or the dissolution of the Partnership.

## **19. CERTIFICATE CONCLUSIVE**

A certificate signed by an official or manager of the Bank as to the amount of any amount due by the Borrower under the Security shall be conclusive evidence except in the case of manifest error or on any question of law.

## **20. GOVERNING LAW**

The Security is governed by and shall be construed in accordance with the Laws of Scotland.

The Borrower by signing this deed confirms that a copy of the Standard Conditions has been given to the Borrower. The Bank is incorporated in England and Wales as a limited liability company, with company number 11379025, and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 817008.

Details about the extent of the Bank's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request. The Borrower grants warrandice. And the Borrower consents to registration of this deed for execution: IN WITNESS WHEREOF these presents typewritten on this and the preceding 8 pages together with the Schedule are subscribed for and on behalf of New Luce Community Trust as follows:-

by NIGEL FORSTER

at NEW LUCE

on 30 JULY 2021

In the presence of:

ALISTAIR BUCKEKE

Witness (Full Name)

LUCEWATER HOUSE, NEW LUCE

Witness (Address)

NEWTON STEWART DG8 0AW

Witness (Address)

Director / ~~Authorised Signatory~~ (Signature)

Witness (Signature)

This is the schedule referred to in the foregoing standard security by NEW LUCE COMMUNITY TRUST in favour of TRIODOS BANK UK LIMITED.

All and Whole the subjects known as and forming Kenmuir Arms Hotel, 31 Main Street, New Luce, Newton Stewart DG8 0AJ being the subjects registered in the Land Register of Scotland under Title Number WGN399.



Nigel Foster