



Registration of a Charge

Company Name: **MURRAY ESTATES (WESTER HERMISTON (SOUTH)) LIMITED**

Company Number: **SC520693**



Received for filing in Electronic Format on the: **06/05/2021**

XA3XDNL5

Details of Charge

Date of creation: **28/04/2021**

Charge code: **SC52 0693 0001**

Persons entitled: **MURRAY CAPITAL LIMITED**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING WESTER HERMISTON SOUTH, EDINBURGH (SEE INSTRUMENT FOR FURTHER DETAILS)**

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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 520693

Charge code: SC52 0693 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th April 2021 and created by MURRAY ESTATES (WESTER HERMISTON (SOUTH)) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th May 2021 .

Given at Companies House, Edinburgh on 6th May 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

between

MURRAY ESTATES (WESTER HERMISTON (SOUTH)) LIMITED

and

MURRAY CAPITAL LIMITED

Property: Wester Hermiston (South)

Ref: KAHC/TEWO/AMNO/PACR/MUR138.00007

WE, MURRAY ESTATES (WESTER HERMISTON (SOUTH)) LIMITED incorporated under the Companies Acts (Registered Number SC520693) and having its Registered Office at 26 Charlotte Square, Edinburgh, EH2 4ET (hereinafter called the **Borrower**), hereby undertake to pay to **MURRAY CAPITAL LIMITED**, a company incorporated in Scotland under the Companies Acts (SC206168) and having its registered office at 26 Charlotte Square, Edinburgh, EH2 4ET (hereinafter called the **Lender**) all sums of principal and interest which are now and which may at any time hereafter become due to the Lender in any manner of way by us, either solely or jointly with any person or persons or corporation or other body and whether as principal or surety, with interest on such sums severally from the respective dates of advance or becoming due until payment; For all which sums we grant a standard security in favour of the Lender over **ALL** and **WHOLE** the subjects known as and forming Wester Hermiston South, Edinburgh being the subjects registered in the Land Register of Scotland under Title Number MID176399: The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, varied as hereinafter provided, and any lawful variation thereof operative for the time being, shall apply: And we agree that the said standard conditions shall be varied to the effect that (1) the insurance to be effected in terms of standard condition 5(a) shall provide cover to the extent of the full reinstatement value of the security subjects and not the market value thereof, (2) all policies of insurance which afford cover in respect of the security subjects against fire and other risks within the terms of standard condition 5(a) shall be disclosed to the Lender by the Borrower in order that they may be written or endorsed for the interest of the Lender and the Borrower and shall in other respects be deemed for the purpose of this standard security to have been effected under standard condition 5(a). All rights and claims under policies effected or deemed to have been effected under standard condition 5(a) are hereby assigned by the Borrower to the Lender and all moneys becoming payable under any such policies shall be applied in making good the loss or damage in respect of which such moneys become payable or if the Lender so requires, in or towards the discharge of sums received hereby; (3) it shall be an obligation on the Borrower not to create or agree to create a subsequent security over the said subjects or any part thereof, nor to assign or convey the said subjects or any part thereof to any person (otherwise than by

mortis causa deed) or make directly or indirectly any application for planning permission in relation to the said subjects or any part thereof or make application for any form of grant in respect of the said subjects or any part thereof without the prior consent in writing of the Lender, which consent, if granted, may be so granted subject to such conditions as the Lender may impose and (4) in the event of the Lender entering into possession of the said subjects it shall be entitled as agent for the Borrower to remove, store, sell or otherwise deal with any goods, furniture and fittings and fixtures which the Borrower shall fail to remove from the said subjects within 14 days of being requested to do so by written notice from the Lender, and the Lender shall not be liable for any loss or damage occasioned to the Borrower who shall indemnify the Lender against all expenses incurred by the Lender in relation to such goods, furniture, fittings and fixtures, provided always that the Lender shall account to the Borrower for the proceeds of any such sale after deducting any such expenses: Declaring that words or expressions which are incorporated in the foregoing variation and which are defined in the said Act or the said Schedule shall be deemed to be so defined for the purpose of these presents and a certificate by an official or manager of the Lender, of the sums due by the Borrower to the Lender shall be conclusively and binding on the Borrower:

And we grant warrantice: And we consent to registration hereof and of any such certificate as aforesaid for execution: **IN WITNESS WHEREOF** these presents consisting of this and the two preceding pages are subscribed as follows:

SUBSCRIBED for and on behalf of the said **MURRAY ESTATES (WESTER HERMISTON (SOUTH)) LIMITED**

at Edinburgh

on 26 February 2021

acting by:



..... Director
(Signature)

~~Sir David Edward Murray~~ Euan Neill Campbell
.....
(full name of above)

in the presence of:

 Witness Signature

Paul Barry Carter Witness Name

1 West Regent Street Witness Address

Glasgow

Solicitor Witness Occupation