



Registration of a Charge

Company name: **CRAIGLEITH ROAD EDINBURGH LIMITED**

Company number: **SC552321**



X89KVETN

Received for Electronic Filing: **12/07/2019**

Details of Charge

Date of creation: **04/07/2019**

Charge code: **SC55 2321 0002**

Persons entitled: **KELVINSIDE DEVELOPMENTS (ABERDEEN) LIMITED (COMPANY NUMBER SC063762)**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING 139 CRAIGLEITH ROAD, EDINBURGH EH4 2EH BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID121586 TOGETHER WITH (1) THE WHOLE RIGHT, TITLE AND INTEREST IN AND TO THE BUILDINGS ON (OR TO BE CONSTRUCTED ON) THE SUBJECTS HEREINBEFORE DESCRIBED AND THE FITTINGS AND FIXTURES THEREIN AND THEREON; (TWO) THE WHOLE PARTS, PRIVILEGES AND PERTINENTS EFFEIRING THERETO.**

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: **JAMIE MURRAY, BTO SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 552321

Charge code: SC55 2321 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th July 2019 and created by CRAIGLEITH ROAD EDINBURGH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2019 .

Given at Companies House, Edinburgh on 15th July 2019

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

GLASGOW 10.7.19
CERTIFIED TRUE COPY
OF THE ORIGINAL


NOTARY PUBLIC

EMMA ROBERTSON-BARCLAY

STANDARD SECURITY

by

CRAIGLEITH ROAD EDINBURGH LIMITED

in favour of

KELVINSIDE DEVELOPMENTS (ABERDEEN) LIMITED

Subjects: 139 Craigleith Road, Edinburgh (Title Number MID121586)

4 July 2019

WHEREAS WE, **CRAIGLEITH ROAD EDINBURGH LIMITED**, a company incorporated under the Companies Acts (Registered Number SC552321) and having our Registered Office at 4 Melville Crescent, Edinburgh EH3 7JA (the "**Debtor**") have entered into a Loan Agreement with **KELVINSIDE DEVELOPMENTS (ABERDEEN) LIMITED**, a company incorporated under the Companies Acts (Company Number SC063762) and having its Registered Office at Radleigh House/1 Golf Road, Clarkston, Glasgow G76 7HU (the "**Lender**"), dated 4 July 2019 (the "**Loan Agreement**") and CONSIDERING THAT in terms of the Loan Agreement we have undertaken to bind ourselves and our successors, representatives and administrators whomsoever (all jointly and severally) without the necessity of discussing them in their order either solely or jointly with any person or persons and whether as principal or cautioner to pay to the Lender and its successors and permitted assignees in writing all sums of principal, interest and charges due and that may become due to the Lender or its foresaids in accordance with the terms of the Loan Agreement (including without prejudice to the foregoing generality any damages or compensation for which we may be liable arising from a breach or failure by us to perform our obligations under the Loan Agreement) NOW THEREFORE in security of all sums of principal, interest and charges due and that may become due to the Lender or its foresaids as aforesaid WE HEREBY GRANT a Standard Security in favour of the Lender over ALL and WHOLE those subjects at 139 Craigleith Road, Edinburgh EH4 2EH, being those subjects registered in the Land Register of Scotland under Title Number MID121586 ("**the Security Subjects**") TOGETHER WITH (One) our whole right, title and interest in and to the buildings on (or to be constructed on) the Security Subjects hereinbefore described and the fittings and fixtures therein and thereon; (Two) the whole parts, privileges and pertinents effeiring thereto, and (Three) our whole right, title and interest, present and future in and to the Security Subjects.

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 ("**the 1970 Act**") and any lawful variation thereof operative for the time being shall apply; and We agree that the Standard Conditions shall be varied to the effect that:

- a)
 - i) 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 the market value thereof.
 - ii) All policies of insurance effected by the Debtor in respect of the Security Subjects against fire and other risks shall be made available to the Lender for the purpose of endorsement of the interest of the Lender and shall in other respects be deemed for the purpose hereof to have been effected under Standard Condition 5(a).
 - iii) Nothing shall be done on the Security Subjects which may prejudicially affect the insurance without the express consent of the Lender in writing.
- b) The Debtor shall not at any time, while this security shall remain undischarged, do any of the following without the prior consent in writing of the Lender which consent shall not be unreasonably withheld or delayed in respect of ii) below:
 - i) create or agree to create or purport to create any standard security over the Security Subjects or any part thereof ranking prior to or pari passu with this Standard Security.
 - ii) sell or offer to sell or agree to sell or convey or dispoine any interest in the Security Subjects or any part thereof.
 - iii) make any material alteration in the use of the Security Subjects.
 - iv) let or sub-let or agree to let or sub-let the Security Subjects or any part thereof or in any way part with the occupation of the Security Subjects or any part thereof.

- v) make application for or accept any improvement grant, repair grant or other similar grant in respect of the Security Subjects or any part thereof under the Housing (Scotland) Acts or any like enactment.
- c) The Lender upon entering into possession of the Security Subjects shall become and be the agent of the Debtor with authority at the expense of the Debtor to remove, store, preserve, sell or otherwise dispose of any moveable property belonging to the Debtor in or upon the Security Subjects which the Debtor shall refuse or omit to remove from the Security Subjects in such manner as the Lender may think fit.
- d) The Debtor shall keep the Lender indemnified from and against all actions, proceedings, claims, expenses and damages occasioned by any breach of any undertaking, obligation or stipulation or the non-payment of any outgoings. All expenses and outlays reasonably and properly incurred by the Lender and by any of its Officers, Solicitors, Surveyors or Agents in connection with any default hereunder or the collection of any sums of money due and not timeously paid hereunder and all expenses reasonably incurred by the Lender in calling up the security and realising or attempting to realise the Security Subjects or any part thereof and exercising any other powers conferred upon it hereby shall be payable by the Debtor to the Lender on an agent and client basis within fourteen days of written demand and until so paid shall be part of the monies hereby secured and Standard Condition 12 is hereby excluded.
- e) The Debtor hereby assigns to the Lender all claims and rights competent or that may become competent to him to payments of compensation under any statute or by reason of any compulsory acquisition, requisitioning, variation or discharge of land conditions or other exercise of statutory powers or rights or fulfilment of statutory obligations or by reason of any refusal, withdrawal or notification of planning permission or any control or limitation imposed upon or affecting the use of the Security Subjects.
- f) The powers available to the Lender hereunder are in addition to and without prejudice to and not in substitution for all other powers and remedies competent to the Lender by statute or at common law.
- i) All the words and expressions which are incorporated in these presents and which are defined in the 1970 Act or in the said Schedule, shall be deemed to be so defined for the purpose of these presents under declaration that in the event of any conflict between the terms of the Standard Conditions on the one hand and the terms of this Security and the Loan Agreement on the other hand, the terms of this Security and the Loan Agreement will prevail.

And we grant warrantice; And we consent to registration hereof for execution: IN WITNESS WHEREOF these presents typewritten on this and the 2 preceding pages are subscribed as follows:

For and on behalf of Craigleith Road Edinburgh
Limited

at EDINBURGH



Director/Company Secretary

on 4 JULY 2019

by MATTHEW ATON,

DIRECTOR



before, as witness

Witness

MORAG RAUCH

FLOOR 3, 1-4

ASHOL CRESCENT,
EDINBURGH