



**Registration of a Charge**

Company name: **ARB PROPERTIES (SCOTLAND) LTD**

Company number: **SC558056**



X738WLIH

Received for Electronic Filing: **05/04/2018**

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**Details of Charge**

Date of creation: **27/03/2018**

Charge code: **SC55 8056 0001**

Persons entitled: **COUTTS & COMPANY**

Brief description:

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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.**





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

Company number: 558056

Charge code: SC55 8056 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th March 2018 and created by ARB PROPERTIES (SCOTLAND) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2018 .

Given at Companies House, Edinburgh on 6th April 2018

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

Bank ref:

CLIENT COPY

**Floating Charge (Scotland) Company (0908)**

**THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.**

**Owner:** ARB Properties (Scotland) Ltd (Registered No: SC558056) whose registered office is situate at Earn House, Lamberkine Drive, Perth, PH1 1RA

**Bank:** Coutts & Company (Company No. 36695) whose registered office is situate at 440 Strand London WC2R 0QS

**1. Owner's Obligations**

The Owner will pay to the Bank on demand all its Obligations. The Owner's **Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 Interest at the rate charged by the Bank, calculated both before and after demand or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Bank.
- 1.2 Any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:
  - 1.2.1 the **Property** charged by Clause 2 (references to Property include any part of it).
  - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed

**2. Floating Charge**

- 2.1 The Owner, as a continuing charge for its Obligations, gives to the Bank a floating charge over all its property, undertaking, assets (including uncalled capital) and rights owned now or in the future.
- 2.2 Any fixed charge given by the Owner to the Bank will rank in priority to the floating charge.
- 2.3 The floating charge will rank in priority to any fixed charge and any other floating charge granted by the Owner after completion of this deed, unless the Bank agrees otherwise.

**3. Restrictions**

The Owner will not, without the Bank's consent:

- 3.1 permit or create any fixed security, floating charge or lien on the Property, whether ranking before or after this deed, except in favour of the Bank.
- 3.2 dispose of any of its Land. References to Land are to any interest in heritable, freehold or leasehold land.
- 3.3 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 3.4 dispose of any other property, assets or rights, other than in the ordinary course of business.
- 3.5 deal with its book and other debts, except by collecting them in the ordinary course of business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements.
- 3.6 call on, or accept payment of, any uncalled capital.

**4. Property Undertakings**

The Owner will:

- 4.1 permit the Bank at any time to inspect the Property.

CERTIFIED A TRUE  
COPY SAVE FOR THE  
MATERIAL REDACTED  
PURSUANT TO S859G  
OF THE COMPANIES  
ACT 2006

BRODIES LLP  
Solicitors

5 APRIL 2018

Ref: COWG 72

- 4.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost. In default, the Bank may arrange insurance at the Owner's expense.
- 4.3 hold on trust for the Bank all proceeds of any insurance of the Property. At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations.
- 4.4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property.
- 4.5 keep the Property in good condition.
- 4.6 not, without the Bank's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations.
- 4.7 pay all the money the Owner receives in respect of book and other debts into an account with the Bank. The Bank may specify the relevant account.

## **5. Investigating Accountants**

The Bank may require the Owner to appoint a firm of accountants to review its financial affairs, if:

- 5.1 any of the Owner's Obligations are not paid when due.
- 5.2 the Bank considers that the Owner has breached any other obligation to the Bank.
- 5.3 the Bank considers any information provided by the Owner to be materially inaccurate.

Any review required will take place within 7 days of the Bank's request (or longer if the Bank agrees). The firm, and the terms of reference, must be approved by the Bank. The Owner (and not the Bank) will be responsible for the firm's fees and expenses, but the Bank may make payment and the Owner will repay the Bank on demand.

## **6. Enforcement**

In addition to the Bank's statutory rights, the floating charge will become enforceable and the Bank may appoint an administrator or receiver, if:

- 6.1 the Bank demands payment of any of the Owner's Obligations.
- 6.2 the Owner asks the Bank, or the Bank receives notice of intention, to appoint an administrator or an administration application is made.
- 6.3 a meeting is called or a petition is presented for liquidation of the Owner.
- 6.4 any security is enforced in respect of any assets of the Owner.

## **7. Consent to Registration**

A certificate signed by a Bank official as to the amount of the Owner's Obligations will be binding on the Owner, except if there is an obvious error. The Owner consents to the registration of this deed and the certificate for preservation and execution.

## **8. Appointment of Receiver or Administrator**

- 8.1 The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner.
- 8.2 Any receiver will be the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver. The Bank may fix and pay the receiver's fees and expenses at the expense of the Owner.

## **9. Powers of the Bank and receivers**

- 9.1 The Bank or any receiver may:

- 9.1.1 carry on the Owner's business.
- 9.1.2 enter, take possession of, and/or generally manage the Property.
- 9.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.
- 9.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to **Land** or **Property** include land or property that is purchased by the Bank or a receiver under this power.
- 9.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land.
- 9.1.6 complete any transactions by executing any deeds or documents in the name of the Owner.
- 9.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.
- 9.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
- 9.1.9 call up any uncalled capital with all the powers conferred by the Owner's articles of association.
- 9.1.10 employ advisers, consultants, managers, agents, workmen and others.
- 9.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.
- 9.1.12 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 9.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations.
- 9.3 Joint receivers may exercise their powers jointly and separately.
- 9.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 9.5 The Bank may exercise any of its powers even if a receiver has been appointed.
- 9.6 The Bank may exercise any rights attached to any charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise, the Bank will only exercise those rights as instructed by the Owner.
- 9.7 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 9.8 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations have been paid in full. The Bank allowing the Owner to make withdrawals will not waive this restriction.

## **10. Application of Payments**

- 10.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides.
- 10.2 If the Bank receives notice of any charge or interest affecting the Property, the Bank may suspend the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank after the date of the notice will be applied first to repay any of the Owner's Obligations arising after that date.

**11. Preservation of other Security and Rights and Further Assurance**

11.1 The deed is in addition to any other security for the Owner's Obligations held by the Bank now or in the future. The Bank may consolidate the deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Bank's other rights.

11.2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under the deed.

**12. Power of Attorney**

To give effect to the deed and secure the exercise of any of its powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

**13. Consents, Notices and Demands**

13.1 All consents, notices and demands must be in writing.

13.2 The Bank may deliver a notice or demand to the Owner at its registered office or at the contact details last known to the Bank.

13.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

13.4 A notice from the Owner to the Bank must be addressed to the Owner's Relationship Manager and will be effective on receipt.

**14. Transfers**

The Bank may allow any person to take over any of its rights and duties under the deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

**15. Law**

15.1 The deed is governed by Scots law and the Scottish courts have exclusive jurisdiction.

15.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the Scottish courts and irrevocably agrees that a decree or ruling in any proceedings in connection with the deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Subscribed for the Owner

Signed and Delivered as a deed by  
a director in the presence of:-

*[Signature]*

Director

Witness' name in full Cheryl Roy

Signature *[Signature]*

Address 1. Gourock Yard

Dunoon, DD1 3BL

Occupation PERSONAL ASSISTANT

Date 27/03/18

You must date  
the document



COMPANY'S COPY

**Resolution re Floating Charge**

Extract from the Minutes of a Meeting of the Directors of ARB Properties (Scotland) Ltd  
Registered No: SC558056

"After considering all the circumstances and on being satisfied that it is (1) in the interests of the Company for the purpose of carrying on its business and (2) consistent with the Directors' duties to promote the success of the Company for the benefit of its members as a whole, it was resolved that a Floating Charge be granted to Coutts & Co over the Company's property, undertaking, assets and rights to secure all the Company's liabilities to the Bank and that the Floating Charge be subscribed by the Company."

I certify that:-

1. the above is a true extract from the Minutes of a Meeting of the Directors of the Company at which (all appropriate interests having been declared) a quorum entitled to vote was present held on \* 27/03/2018 and that a copy of the Floating Charge has been retained by the Company.
2. when they signed the Floating Charge on \*\* 27/03/2018 the signatories to the Floating Charge held the capacities stated below their respective signatures.

Signature of Secretary



Date: \*\*\*

27/03/2018

\* Insert date of Meeting

\*\* Insert date of Signing of Floating Charge

\*\*\* Insert date of Signing of Resolution

**Execution Details Form**

**ARB Properties (Scotland) Ltd**

The last page of the deed should be signed by two Directors or by one Director and the Company Secretary.

The following information should be provided:-

Date of execution

27/01/2018

First Signatory (name in full in block capitals)

ANTHONY ROYAL BANKS

Official Position

DIRECTOR & CO SECRETARY

Second Signatory (name in full in block capitals)

\_\_\_\_\_

Official Position

\_\_\_\_\_

Please return this completed form with the deed.