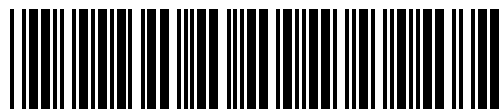




Registration of a Charge

Company Name: **LIMA STONE LTD**

Company Number: **SC679409**



Received for filing in Electronic Format on the: **09/01/2023**

XBUUYC1T

Details of Charge

Date of creation: **05/01/2023**

Charge code: **SC67 9409 0002**

Persons entitled: **ROMACO SPV 2 LIMITED**

Brief description: **EASTER CAULDWELLS, TURRIFF, AB53 5UJ REGISTERED UNDER TITLE NUMBER ABN107371**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DAVID WATSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 679409

Charge code: SC67 9409 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 5th January 2023 and created by LIMA STONE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th January 2023 .

Given at Companies House, Edinburgh on 10th January 2023

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

The Lender

Romaco SPV 2 Ltd, a company incorporated under the Companies Acts (Company Number 10179215) whose registered office is at 15 Carnarvon Street, Manchester, M3 1HJ

The Borrower

Lima Stone Ltd, a company incorporated under the Companies Acts (Company Number SC679409) whose registered office is at 272 Bath Street Glasgow G2 4JR

The Consentor
(where applicable)

N/A

Being the non-entitled spouse or Civil Partner as the case may be of the Borrower who consents to the granting of this standard security for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 or the Civil Partnership Act 2004 as amended and who resides at the Property.

The Property
ALL and WHOLE

ALL and WHOLE the subjects known as and forming Easter Cauldwells, Turriff AB53 5UJ being the whole subjects registered in the Land Register of Scotland under Title Number ABN107371

Together with the whole buildings and others erected thereon, the goodwill of the business carried on from the Property, the whole fittings, fixtures, plant and machinery so far as heritable and all trade and working utensils, equipment, machinery, furniture and furnishings, the mines, metals and minerals (insofar as the Borrower has title thereto), the parts, privileges and pertinents and the Borrowers whole right, title and interest present and future in and to the said Property and all rights of access and egress therefrom and thereto

Secured Liabilities

All sums due by the Borrower to the Lender now or at any future time, in any manner or in any respect whatsoever whether due by the Borrower solely or jointly and severally with any person or persons, firm or corporation or other body under any agreement between the Borrower and the Lender or otherwise and under this Standard Security

The Act

The Conveyancing and Feudal Reform (Scotland) Act 1970

Existing Standard
Security

[Insert name of first charge holder]

The Borrower hereby in security of the Secured Liabilities GRANTS, with the consent of the Consentor (if any) a Standard Security in favour of the Lender over the Property; and the Borrower agrees that a certificate signed by a person duly authorised by the Lender to act in that behalf shall conclusively ascertain the amount due to the Lender at any time;

The Standard Conditions specified in Schedule 3 to the Act as amended and varied by any lawful variation thereof operative for the time being and the following shall apply; and the Borrower agrees that the Standard Conditions shall be varied and extended as follows:

- (a) in the event of the Lender becoming entitled in law to enter into possession of the Property, the Lender upon entering into possession of the Property shall be authorised at the Borrower's expense to remove, store, preserve, sell or otherwise dispose of any furniture or effects which the Borrower has failed to remove from the Property within seven days of the date on which the Lender entered into possession in such manner as the Lender may think fit;
- (b) the Borrower hereby undertakes to the Lender to insure the Property with an insurance company which the Lender acting reasonably considers to be acceptable, and that to the full reinstatement value; the Borrower will ensure that the Lender's interest will be noted on the insurance policy; the borrower shall not do or omit to do, or permit to be done or omitted, anything that may invalidate or otherwise prejudice the insurance policy; the Lender may require the Borrower to apply any insurance monies received following a claim to either

making good the loss or damage in respect of which the monies are received or to repaying the Secured Liabilities, any shortfall to be met by the Borrower.

The Borrower will hold any monies received under any insurance policy relating to the Property in trust for the Lender;

(c) the Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the standard security held by the Lender or materially diminish the value of the Property or the effectiveness of this standard security

(d) the Borrower hereby undertakes to the Lender not without the prior written consent of the Lender to convey or agree to convey title to the Property, in whole or in part, to any other person or persons or grant any further security over the Property or deal in any way with any rights that go with the Property; The Borrower hereby undertakes not to assign or deal with their rights and duties under this Standard Security to or with another person or body corporate.

(e) the Lender may deal with its interest in this Standard Security in any way and as freely as the Lender may wish without prior notice to the Borrower and without obtaining the Borrower's consent, and, in particular, the Lender may transfer all or some of its rights and duties under this standard Security to another person and/or body corporate.

(f) the Borrower hereby undertakes on receipt to provide the Lender with a copy of any claim notice, demand or any other communication relating to the Property or any claim notice, demand or any other communication from any person exercising a right over the Property or claiming any interest whatsoever in the property, including without prejudice to the foregoing generality, in respect of any modification, suspension or revocation of any Environmental licence or any alleged breach of any Environmental law relating to the property;

(g) the Borrower hereby undertakes to the Lender not to (i) make any alteration to or change the use of the Property or (ii) part with or share possession of the Property without the prior written consent of the Lender;

(h) if the Borrower is more than one person all obligations of the Borrower under this Standard Security are joint and several and the declaration given below is given by each of them, and the Secured Liabilities shall include any sums due to the Lender by one or more of those persons alone;

(i) Where the Borrower is single, the Borrower hereby declares that the Property is neither a matrimonial home in relation to which a spouse of the Borrower has occupancy rights, nor a family home to which a civil partner of the Borrower has occupancy rights;

(j) Each condition of this Standard Security is distinct from each other provision and if at any time any condition under this Standard Security becomes invalid, illegal or unenforceable, this shall not affect any of the other provisions or the Standard Security itself;

(k) the Borrower's liability under this standard security in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

(i) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground;

(ii) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

(iii) any other act or omission which but for this clause might have discharged or otherwise prejudiced or affected the liability of the Borrower;

(l) the Borrower hereby undertakes to the Lender to promptly, on becoming aware of same, provide notice of any breach of the conditions contained in this Standard Security;

(m) The Borrower hereby undertakes, where the Property is subject to a Lease or Licence, to implement any upward rent review provisions contained in the Lease or Licence and the Borrower will not, without the prior written consent of the Lender, agree to a change in rent to a rent less than the open market value of the Property or any part thereof;

(n) the Borrower shall not, if applicable, without the prior written consent of the Lender, exercise any Value Added Tax ("V.A.T.") option to tax in relation to the Property, or revoke any V.A.T option to tax exercised prior to and disclosed to the Lender in writing prior to the date of this Standard Security;

(o) any waiver or variation of any right by the Lender (whether arising under this Standard Security or otherwise) shall only be effective if it is in writing and signed by the Lender and the will apply only to the specific circumstances under which it was given and will not prevent the Lender from subsequently relying on the provisions waived or varied; No other act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this standard security or constitute a suspension or variation of any such right or power and no delay or failure to exercise any right or power under this standard security shall operate as a waiver; In addition, any indulgence, agreement, variation or discharge of any person not a party to this Standard Security in respect of any of the Secured Liabilities or any conditions of the Standard Security will not effect the Standard Security or the liability of the Borrower in terms of same;

(p) the Borrower shall carry on their trade and business on the Property in accordance with the standards of good management from time to time current in such trade or business as determined by the Lender;

(q) each condition of this Standard Security is distinct from each other provision and if at any time any condition under this Standard Security becomes invalid, illegal or unenforceable, this shall not affect any of the other provisions of the Standard Security itself;

(r) the Borrower shall diligently enforce any condition or obligation benefitting the property and will not, without the Lender's consent, agree to waive, discharge or vary any condition or obligation;

(s) Each notice or other communication given under or in connection with this standard security shall (unless otherwise required or allowed by statute) be in writing, delivered personally or sent by pre-paid first-class letter, fax or email, and sent:

to the Borrower at the Property:

the Property;

To the Lender at:

(i) 15 Carnarvon Street, Manchester M3 1HJ marked for the attention of The Directors and/or

(ii) fax marked for the attention of the Directors

or to such other address, fax number or email address as notified in writing by one party to the other from time to time.

Any notice or other communication shall be deemed to have been received:

(i) if sent by fax or email, when transmitted;

(ii) if given by hand, at the time of actual delivery, and

(iii) if posted, on the second Business Day (being a day other than Saturday or Sunday on which commercial banks are open for business in London) after the day it was sent by pre-paid first-class post, provided that a notice or other communication given on a day which is not a Business Day or after normal business hours in the place to which it is sent, shall be deemed to have been received on the next Business Day.

But the Standard Security hereby granted is subject to the Existing Standard Security (if any);

Subject as aforesaid, the Borrower grants warrandice; and the Borrower consents to the registration hereof and of any certificate given by the Lender for execution:

In witness whereof these presents are subscribed by the Borrower/Consentor at ABERDEEN (place)
on 25/10/2022 (date) before the witness specified below.

Directors Signature <u>[Signature]</u>	Witness Signature <u>[Signature]</u>
Full Name of Director <u>KEVIN WILLIAM CORNELL</u>	Witness Name <u>STEPHANIE MANN</u>
	Witness Address <u>17 VICTORIA STREET,</u> <u>ABERDEEN.</u>

Conveyancing and Feudal Reform (Scotland) Act 1970, Schedule 3 (as amended, by the Redemption of Standard Securities (Scotland) Act 1971).

The Standard Conditions

<p>1. Maintenance and repair It shall be an obligation on the debtor:</p> <ol style="list-style-type: none"> To maintain the security subjects in good and sufficient repair to the reasonable satisfaction of the creditor. To permit after seven clear days' notice in writing the creditor or his agent to enter upon the security subjects at all reasonable times to examine the condition thereof. To make all necessary repairs and make good all defects in pursuance of his obligation under head (a) of this condition within such reasonable period as the creditor may require by notice in writing. <p>2. Completion of buildings, etc. and prohibition of alterations, etc. It shall be an obligation on the debtor:</p> <ol style="list-style-type: none"> To complete as soon as may be practicable any unfinished buildings or works forming part of the security subjects to the reasonable satisfaction of the creditor; Not to demolish, alter or add to any buildings or works forming part of the security subjects except in accordance with the terms of a prior written consent of the creditor and in compliance with any consent, licence or approval required by law; To exhibit to the creditor at his request evidence of that consent, licence or approval. <p>3. Observance of conditions in title, payment of duties, charges, etc. and general compliance with requirements of law relating to security subjects It shall be an obligation on the debtor:</p> <ol style="list-style-type: none"> To observe any condition or perform any obligation in respect of the security subjects lawfully binding on him in relation to the security subjects; To make due and punctual payment of any ground burden, teind, stipend, or standard charge and any rates, taxes and other public burdens and any other payments exigible in respect of the security subjects; To comply with any requirement imposed upon him in relation to the security subjects by virtue of any enactment. <p>4. Planning notices, etc. It shall be an obligation on the debtor:</p> <ol style="list-style-type: none"> Where he has received any notice or order issued or made by virtue of the Town and Country Planning (Scotland) Acts 1947 to 1969 or any amendment thereof or any proposal so made for the making or issuing of any such notice or order or any other notice or document affecting or likely to affect the security subjects to give to the creditor within 14 days of the receipt of that notice or order or proposal full particulars thereof; To take as soon as practicable all reasonable or necessary steps to comply with such a notice or order, or as the case may be duty to object thereto; In the event of the creditor so requiring to object or to join with the creditor in objecting to any such notice or order or in making representations against any proposal therefor. <p>5. Insurance It shall be an obligation on the debtor:</p> <ol style="list-style-type: none"> To insure the security subjects or at the option of the creditor to permit the creditor to insure the security subjects in the names of the creditor and the debtor to the extent of the market value thereof against the risk of fire and such other risks as the creditor may reasonably require; To deposit any policy of insurance effected by the debtor, for the aforesaid purpose with the creditor; To pay any premium due in respect of any such policy and where the creditor so requests to exhibit a receipt therefor not later than the fourteenth day after the renewal date of the policy; To intimate to the creditor within 14 days of the occurrence any occurrence which may give rise to a claim under the policy and to authorise the creditor to negotiate the settlement of the claim; Without prejudice to any obligation to the contrary enforceable against him to comply with any reasonable requirement of the creditor as to the application of any sum received in respect of such a claim; To refrain from any act or omission which would invalidate the policy. <p>6. Restrictions on letting It shall be an obligation on the debtor not to let or agree to let the security subjects or any part thereof without the prior consent in writing of the creditor and to let in this condition includes to sub-let</p> <p>7. General power of creditor to perform obligations, etc. on failure of debtor and power to charge debtor</p> <ol style="list-style-type: none"> The creditor shall be entitled, to perform any obligation imposed by the standard conditions on the debtor which the debtor has failed to perform. Where it is necessary for the performance of any obligation as aforesaid the creditor may after giving seven clear days' notice in writing to the debtor enter upon the security subjects at all reasonable times. All expenses and charges (including any interest thereon) reasonably incurred by the creditor in the exercise of a right conferred by this condition shall be recoverable from the debtor and shall be deemed to be secured by the security subjects under the standard security and the rate of any such interest shall be the rate in force at the relevant time in respect of advances secured by the security or where no such rate is prescribed shall be the bank rate in force at the relevant time. <p>8. Calling-up The creditor shall be entitled, subject to the terms of the security and to any requirement of law, to call up a standard security in the manner prescribed by section 19 of this Act.</p>	<p>9. Default</p> <ol style="list-style-type: none"> The debtor shall be held to be in default in any of the following circumstances, that is to say: <ol style="list-style-type: none"> Where a calling-up notice in respect of the security has been served and has not been complied with; Where there has been a failure to comply with any other requirement arising out of the security; Where the proprietor of the security subjects has become insolvent. For the purposes of this condition the proprietor shall be taken to be insolvent if: <ol style="list-style-type: none"> He has become notor bankrupt or he has executed a trust deed for behoof of or has made a composition contract or arrangement with his creditors; He has died and a judicial factor has been appointed under section 11A of the Judicial Factors (Scotland) Act 1889 to divide his insolvent estate among his creditors or his estate fails to be administered in accordance with an order under section 421 of the Insolvency Act 1986; Where the proprietor is a company a winding up order has been made with respect to it or a resolution for voluntary winding-up (other than a members' voluntary winding-up) has been passed with respect to it or a receiver or manager of its undertaking has been duly appointed or possession has been taken by or on behalf of the holders of any debentures secured by a floating charge of any property of the company comprised in or subject to the charge. <p>10. Rights of creditor on default</p> <ol style="list-style-type: none"> Where the debtor is in default the creditor may without prejudice to his exercising any other remedy arising from the contract to which the standard security relates exercise in accordance with the provisions of Part 2 of this Act and of any other enactment applying to standard securities such of the remedies specified in the following sub-paragraphs of this standard condition as he may consider appropriate. He may proceed to sell the security, subjects or any part thereof. He may enter into possession of the security subjects and may receive or recover feu duties ground annuals or as the case may be the rents of those subjects or any part thereof. Where he has entered into possession as aforesaid he may let the security subjects or any part thereof. Where he has entered into possession as aforesaid there shall be transferred to him all the rights of the debtor in relation to the granting of leases or right of occupancy over the security subjects and to the management and maintenance of those subjects. He may effect all such repairs and may make good such defects as are necessary to maintain the security subjects in good and sufficient repair; and may effect such reconstruction alteration and improvement on the subjects as would be expected of a prudent proprietor to maintain the market value of the subjects and for the aforesaid purposes may enter on the subjects at all reasonable times. He may apply to the court for a decree of foreclosure. <p>11. Exercise of right of redemption</p> <ol style="list-style-type: none"> The debtor shall be entitled to exercise his right (if any) to redeem the security on giving notice of his intention so to do being a notice in writing (hereinafter referred to as a notice of redemption). Nothing in the provisions of this Act shall preclude a creditor from waiving the necessity for a notice of redemption or from agreeing to a period of notice of less than to which he is entitled <ol style="list-style-type: none"> A notice of redemption may be delivered to the creditor or sent by registered post or recorded delivery to him at his last known address, and an acknowledgement signed by the creditor or his agent or a certificate of postage by the person giving the notice accompanied by the postal receipt shall be sufficient evidence of such notice having been given. If the address of the creditor is not known or if the packet containing the notice of redemption is returned to the sender with intimation that it could not be delivered a notice of redemption may be sent to the Extractor of the Court of Session and an acknowledgement of receipt by him shall be sufficient evidence of such notice having been given. A notice of redemption sent by post shall be held to have been given on the next day after the day of posting. When a notice of redemption states that a specified amount will be repaid and it is subsequently ascertained that the whole amount due to be repaid is more or less than the amount specified in the notice the notice shall nevertheless be effective as a notice of repayment of the amount due as subsequently ascertained. Where the debtor has exercised a right to redeem and has made payment of the whole amount due or has performed the whole obligations of the debtor under the contract to which the security relates the creditor shall grant a discharge in the terms prescribed in section 17 of this Act. <p>12. The debtor shall be personally liable to the creditor for the whole expenses of the preparation and execution of the standard security and any variation or restriction and discharge thereof and where any of those deeds are recorded the recording thereof and all expenses reasonably incurred by the creditor 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 him by the security.</p> <p>Interpretation</p> <p>In this Schedule where the debtor is not the proprietor of the security subjects "debtor" means "proprietor" except:</p> <ol style="list-style-type: none"> In standard conditions 9(1), 10(1) and 12; and In standard condition 11 where "debtor" includes the proprietor.
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