

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form LL 1

For further information, please
refer to our guidance at:



SCT *S390A548* #550
30/05/2014
COMPANIES HOUSE

This form must be delivered to the Registrar for registration with
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record.

1 LLP details

LLP number S O 3 0 3 4 4 4

LLP name in full LEITH LINKS NHT 2011 LLP

For official use
8
→ **Filling in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 1 0 5 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name THE CITY OF EDINBURGH COUNCIL

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

the twelve flatted dwellinghouses and garden ground known as plots 109-120 (inclusive), Stair E, Pillans Place, Leith, Edinburgh, located within that area of ground at Salamander Place, Edinburgh, lying in the County of Midlothian as described in the Disposition by Teague Homes (UK) Limited in favour of Leith Links NHT 2011 LLP registered in the Land Register of Scotland under Title Number MID153204 on 21 May 2014.

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the LLP?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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Trustee statement ①

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

① This statement may be filed after the registration of the charge (use form LL MR06).

9

Signature

Please sign the form here.

Signature

Signature

James Doherty
X For Head of Legal Risk & Compliance X

This form must be signed by a person with an interest in the charge.

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Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the LLP's Registered Office address.

Contact name James Doherty

LLP name The City of Edinburgh Council

Address Waverley Court

4 East Market Street

Post town Edinburgh

County/Region

Postcode E H 8 8 B G

Country Scotland

DX

Telephone 0131 529 3676



Certificate

We will send your certificate to the presenter's address if given above or to the LLP's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The LLP name and number match the information held on the public Register.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For LLPs registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For LLPs registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For LLPs registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: SO303444

Charge code: SO30 3444 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st May 2014 and created by LEITH LINKS NHT 2011 LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 30th May 2014.

Given at Companies House, Edinburgh on 4th June 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

STANDARD SECURITY

by

LEITH LINKS NHT 2011 LLP

In favour of

THE CITY OF EDINBURGH COUNCIL

Dated: 14 May 2014

Ref: RSN9207/JD

I, JAMES DOWD, SOLICITOR, DO HEREBY CERTIFY THIS
TO BE A TRUE COPY OF THE STANDARD SECURITY BY LEITH LINKS
NHT 2011 LLP IN FAVOUR OF THE CITY OF EDINBURGH COUNCIL
DATED 14 MAY 2014 SAVE FOR THE MATERIAL REDACTED
PURSUANT TO S 859G OF THE COMPANIES ACT 2006

James Dowd

29/05/14

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THE SCHEDULE

STANDARD SECURITY

WE:

LEITH LINKS NHT 2011 LLP, being a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000 (Registered Number SC0303444), whose registered office is at 19 West Tolcross, Edinburgh EH3 9QN (the "Chargor");

HEREBY GRANT a first ranking standard security in favour of the Local Authority referred to below over ALL and WHOLE the subjects described in the Schedule (the "Property") in favour of

THE CITY OF EDINBURGH COUNCIL, the local authority for the said City in terms of the Local Government etc (Scotland) Act 1894 and having its Principal Office at City Chambers, High Street, Edinburgh EH1 1YJ (the "Local Authority");

this first ranking Standard Security.

DECLARING THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security (including the foregoing section), unless expressly stated to the contrary or the context otherwise requires, the following words and expressions shall have the following meanings:

Business Day means any day which is not a Saturday, a Sunday or a bank or public holiday in Scotland;

Encumbrance means any standard security, assignment in security, floating charge, pledge, lien, hypothecation, encumbrance, title retention or any other agreement or arrangement having the effect of conferring a security interest (whether fixed or floating);

Event of Default is as defined in the Facility Agreement;

Facility Agreement means the agreement referred to as such between the Chargor and the Local Authority dated 31 October 2011;

Inter Creditor Agreement is as defined in the Facility Agreement;

Management and Maintenance Agreement is as defined in the Facility Agreement;

Property means ALL and WHOLE the subjects more particularly described in the Schedule attached;

Schedule means the schedule attached to this Standard Security;

Secured Liability means all present and future obligations and liabilities of the Chargor to the Local Authority hereunder and under the Facility Agreement and each Security Document and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint

and/or severel or otherwise, including, without prejudice to the foregoing generally, all obligations to indemnify the Local Authority;

Security Documents is as defined in the Facility Agreement;

Standard Conditions means the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and any lawful variation thereof operative for the time being;

Standard Security means this first ranking standard security; and

Tenancy Agreement is as defined in the Management and Maintenance Agreement.

1.2

Interpretation

In this Standard Security, except where the context otherwise requires:

- 1.2.1 all references to Clauses and to the Schedule are references to Clauses of and the Schedule to this Standard Security;
- 1.2.2 words signifying the masculine include the feminine and words signifying the neuter include the masculine and the feminine, and words importing the singular include the plural and vice versa;
- 1.2.3 any reference to any statutory provision or enactment of any kind having the force of law includes a reference to that provision as from time to time amended, extended or re-enacted;
- 1.2.4 all references to agreements, documents, or other instruments include a reference to the same as amended or supplemented or restated from time to time by all the parties;
- 1.2.5 any undertaking by the Chargor not to do any act or thing shall, so far as it is within the power of the Chargor, be deemed to include an undertaking to use reasonable endeavours (taking into account the extent of any control or influence it may have) not to allow or permit the doing of that thing;
- 1.2.6 any notice, instruction, notification, direction, request, consent or approval contemplated herein shall be made or given in writing;
- 1.2.7 the headings to the Clauses are inserted for convenience only and do not affect the interpretation of this Standard Security; and any words or expressions defined in the Schedule have the same meaning where used in any other part of this Standard Security; and

1.2.8 where the words "include(s)" or "including" are used they are illustrative and shall not limit the scope of the words preceding them.

2. STANDARD SECURITY

The Chargor as security for the due and punctual payment and performance of the Secured Liabilities hereby grants to the Local Authority a first ranking standard security over the Property.

3. STANDARD CONDITIONS

The Standard Conditions shall apply, save to the extent that they are inconsistent with the Facility Agreement, the Inter Creditor Agreement and/or this Standard Security.

4. VARIATION OF STANDARD TERMS

The Standard Conditions shall be varied as follows:

4.1 Standard Condition 1 shall be modified as follows:

The Chargor will permit the Local Authority and any person nominated by it at all reasonable times to enter upon the Property and view them on prior appointment subject to the terms of the Tenancy Agreement.

4.2 Standard Condition 2 shall be modified as follows:

The Chargor will not carry out or permit to be carried out any project for any development, construction, refurbishment, major repair or improvement of or to the Property except with the previous consent of the Local Authority, such consent not to be unreasonably withheld or a decision thereon unreasonably delayed.

4.3 Standard Condition 3 shall be modified as follows:

The Chargor will

- (a) pay when due any present and future tax, levy, impost, deduction, charge, duty, withholding, rate and any charge of a similar nature and any assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which may be assessed, charged or imposed on or payable in respect of the Property (except to the extent that (a) payment is being contested in good faith by appropriate proceedings and/or (b) any such charge, tax, levy and rates is/are assessable to any third party occupant of the Property).

- (b) comply with the provisions of the Management and Maintenance Agreement.

4.4 Standard Condition 4 shall be modified as follows:

The Chargor will notify the Local Authority within fourteen days after the receipt by the Chargor of any application, requirement, order or notice served or given by any person with respect to the Property or its use which may have a materially adverse effect on the Property and will also produce the original or a copy to the Local Authority and inform it of the steps taken or proposed to be taken to comply with any such requirement.

4.5 Standard Condition 5 shall be modified as follows:

The Chargor will

- (a) comply with Part 4 of the Schedule to the Facility Agreement and Part 7 of the Schedule to the Management and Maintenance Agreement.
- (b) not do or knowingly permit anything to be done in or upon or relating to the Property which may make void or voidable any insurance in connection with it.
- (c) promptly pay all premia on or do all other things necessary to keep the insurances in connection with the Property in force and, on demand by the Local Authority, produce to the Local Authority the policy, certificate or cover note relating to any such insurances and the receipt for the payment of each premium.

4.6 Standard Condition 6 shall be modified as follows:

The Chargor will not, without the previous consent of the Local Authority, grant or agree to grant (whether in exercise or independently of any statutory power) any lease or confer upon any person any contractual licence or right to occupy the Property other than as expressly permitted in the Management and Maintenance Agreement.

4.7 Standard Condition 7 shall be modified as follows:

If the Chargor fails to repair or keep in repair or insure the Property or observe or perform any of the obligations or stipulations contained in the title affecting it or if an Event of Default occurs, the Chargor will permit the Local Authority or its agents:

- (a) to enter on the Property and to comply with or object to any notice served on the Chargor in respect of the Property; and
- (b) to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Local Authority may consider necessary or desirable to prevent or remedy any breach of obligation or stipulation or to comply with or object to any notice.

4.8 Standard Condition 9 shall be modified as follows:

The Chargor shall be held to be in default if any of the events constituting an Event of Default shall occur.

- 4.9 Standard Condition 10 shall be modified as follows:

The Local Authority may at any time after entering into possession of the Property relinquish such possession on giving written notice to the Chargor.

5. **NEGATIVE PLEDGE**

The Chargor shall not grant or permit to subsist any Encumbrance over the Property (except in accordance with the Facility Agreement, the Security Documents and the Inter Creditor Agreement and any involuntary liens arising by operation of law) without the prior written consent of the Local Authority.

6. **TITLE OF PROPERTY**

The Chargor will, in addition to its obligations under Clauses 3 and 4 above duly and punctually perform and observe or procure performance or observance of all obligations and stipulations affecting the Property as contained in the title thereto.

7. **WARRANTICE**

The Chargor grants warrantice excepting therefrom all current and future leases and licences.

8. **NOTICES**

Any document, notice, notification, statement, application for consent or any other thing required to be given or served in terms of this Standard Security may be given or served personally, or by sending the same by first class recorded delivery post at or to:

- 8.1 in the case of the Local Authority, The City of Edinburgh Council, 2, 1 Waverley Court, 4 East Market Street, Edinburgh EH6 8BG (attention: Head of Legal, Risk and Compliance); or

- 8.2 in the case of the Chargor, Leith Links NHT 2011 LLP, 19 West Tollcross, Edinburgh EH3 9QN (attention: Shemish Teague);

or in each case, at or to such other address as shall have been notified to either the Local Authority or the Chargor as applicable for that purpose.

Any document, notice, statement or other thing given or served by post in accordance with Clause 8.1 shall be deemed to have been duly given or served on the second Business Day after the letter containing the same was posted, and in proving that any document, notice, statement or other thing was so given or served, it shall be necessary only to prove that the same was properly addressed and posted in accordance with the provisions of the foregoing paragraph.

9. REGISTRATION

9.1 A certificate signed by an authorised officer of the Local Authority as to the amount, calculation or nature of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargor.


9.2 The Chargor consents to the registration for preservation and execution of this Standard Security and any certificate referred to in Clause 9.1 in the Books of Council and Session.

10. LAW AND JURISDICTION

This Standard Security shall be governed by and construed in accordance with the laws of Scotland, and the Chargor submits to the irrevocable and exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF this Standard Security consisting of this and the preceding 7 pages, together with the Schedule and plans annexed, is executed as follows:

Signed for and on behalf of LEITH LINKS NHT 2011 LLP by


 Director/Authorised Signatory of Scottish Futures Trust Investments Limited /~~the Local Authority~~
~~Teague Thomas (UK)~~ Limited as member

Full Name

at Edinburgh

on the 14th day of May 2014

in the presence of:

Witness

Name


Address

This is the Schedule referred to in the foregoing Standard Security by the Chargor in favour of the Local Authority dated 14th May 2014

THE SCHEDULE

ALL and WHOLE (i) the twelve flatlet dwellinghouses and garden ground known as Plots 109 - 120 (inclusive), Stair E, Pillars Place, Leith, Edinburgh located within that area of ground at Salamander Place, Edinburgh lying in the County of Midlothian as shown outlined in red on the plan annexed and executed as relative hereto and which piece of ground forms part and portion of ALL and WHOLE the subjects Salamander Place, Edinburgh registered under Title Number MID58481; (ii) the servitude rights and rights to enforce the title conditions all as pertaining to the subjects more particularly described in the Deed of Conditions by Teague Homes (UK) Limited, incorporated under the Companies Acts (Registered Number 6524878) and having its Registered Office at One Queens Parade, Brownlow Road, London, N11 2DN dated Twenty eighth November Two thousand and thirteen and registered in the Land Register of Scotland under Title Number MID58481 on Twenty ninth November Two thousand and thirteen ("the Deed of Conditions"); and (iii) the rights of common property pertaining to the subjects described in the Deed of Conditions.

Signed for and on behalf of LEITH LINKS NHT 2011 LLP by


 Director/Authorised Signatory of Scottish Futures Trust Investments Limited (the Local Authority) Teague Homes (UK) Limited as member

Full Name

at *Edinburgh*

on the 14th day of May 2014

In the presence of:

Witness

Name

Address

