



**Registration of a Charge**

Company name: **APCC LIMITED**

Company number: **SC403155**

Received for Electronic Filing: **09/04/2015**



X44Y8197

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**Details of Charge**

Date of creation: **08/04/2015**

Charge code: **SC40 3155 0004**

Persons entitled: **SANTANDER UK PLC AS SECURITY TRUSTEE FOR EACH SANTANDER GROUP MEMBER (AS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01).**

Brief description: **ALL AND WHOLE THE PROPERTY KNOWN AS 6 MOUNIE DRIVE, BARRA BUSINESS PARK, OLDMELDROM, ABERDEENSHIRE, AB51 0GX BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN91211.**

**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.**

Certified by:

**STUART FITZSIMMONS FOR MACLAY MURRAY & SPENS LLP**



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

Company number: 403155

Charge code: SC40 3155 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th April 2015 and created by APCC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2015 .

Given at Companies House, Edinburgh on 14th April 2015

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**

WE, APCC LIMITED, a company incorporated under the Companies Acts (registered number SC403155) and having our registered office at 6 Mounie Drive, Barra Business Park, Oldmeldrum, AB51 0GX (and formerly at Unit 4 Colpy Way, Colpy Road Industrial Estate, Oldmeldrum, Aberdeenshire, AB51 0BZ) in security of all sums due and that may become due to the Santander Group, any Santander Group Member and SANTANDER UK plc (Company Reg No 2294747) having its Registered Office at 2 Triton Square, Regent's Place, London NW1 3AN as security trustee for itself and each Santander Group Member (the "Bank") in terms of the Personal Bond HEREBY GRANT a Standard Security in favour of the Bank over ALL and WHOLE the property known now as 6 Mounie Drive, Barra Business Park, Oldmeldrum, AB51 0GX and formerly known as Plot 6, Oldmeldrum Industrial Estate, Oldmeldrum, Inverurie, being the subjects registered in the Land Register of Scotland under title number ABN91211.

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 subjects hereby secured and not the market value thereof.
  - ii) All policies of insurance effected by the Chargor in respect of the subjects hereby secured against fire and other risks shall be made available to the Bank for the purpose of endorsement of the interest of the Bank and shall in other respects be deemed for the purpose hereof to have been effected under Standard Condition 5(a).
  - iii) The Bank shall have full power to settle and adjust with the insurers all questions with respect to the amount of the monies payable under the policy and with respect to the liability of the insurers following consultation with the Chargor.
  - iv) Any monies received on any insurance of the subjects hereby secured whether effected by the Chargor or by the Bank in terms of Standard Condition 7(1) shall be applied at the option of the Bank either in or towards making good the loss or damage in respect of which the monies are received or in or towards the payment of the sums of money due or that may become due under the Personal Bond but that subject to the Bank having regard to the provisions of any lease in place at the subjects hereby secured at that time.
  - v) Nothing shall be done on the subjects hereby secured which may prejudicially affect the insurance or which may increase the premium payable for any such insurance without the express consent of the Bank in writing.
- b) The Chargor shall not at any time, while this security shall remain undischarged, do any of the following without the prior consent in writing of the Bank which consent, if granted, may be granted subject to such conditions as the Bank may in its entire discretion see fit to impose:
  - i) create or agree to create or purport to create any subsequent security over the subjects hereby secured or any part thereof.
  - ii) sell or offer to sell or agree to sell or convey or dispoise any interest in the subjects hereby secured or any part thereof.
  - iii) make any alteration in the use of the subjects hereby secured the Bank being obliged to act reasonably and without delay.
  - iv) let or sub-let or agree to let or sub-let the subjects hereby secured or any part thereof or in any way part with the occupation of the subjects hereby secured or any part thereof the Bank being obliged to act reasonably and without delay.

- c) The Bank upon entering into possession of the subjects hereby secured shall become and be the agent of the Chargor with authority at the expense of the Chargor to remove, store, preserve, sell or otherwise dispose of any moveable property in or upon the subjects hereby secured which the Chargor shall refuse or omit to remove from the subjects hereby secured in such manner as the Bank may think fit, without the Bank being liable for any loss or damage occasioned by the exercise of this power.
- d) The Chargor shall vacate the subjects hereby secured in so far as occupied by the Chargor and shall give the Bank immediate possession thereof on the expiry of the period of seven days after the posting of a notice by recorded delivery given by or on behalf of the Bank and addressed to the Chargor at its registered office given at any time after the Bank shall have become entitled to enter into possession of the subjects hereby secured; And the Chargor agrees that a Warrant of Summary Ejection may competently proceed against them in the Sheriff Court of the County in which the subjects hereby secured are situated at the instance of the Bank.
- e) The Chargor shall keep the Bank (and each Santander Group Member) 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 incurred by the Bank or any Santander Group Member and by any of its Officers, Solicitors, Surveyors or Agents in connection with the preparation, execution and recording hereof and of any variation, restriction or discharge hereof or in connection with any default hereunder or the collection of any sums of money due and not timeously paid hereunder or under the Personal Bond and all expenses reasonably incurred by the Bank in calling up the security and realising or attempting to realise the subjects hereof or any part thereof and exercising any other powers conferred upon it hereby or by the Personal Bond shall be payable by the Chargor to the Bank or the relevant Santander Group Member on an agent and client basis on demand and until so paid shall be part of the monies hereby secured and Standard Condition 12 is hereby excluded.
- f) The Bank may at any time after entering into possession of the subjects hereby secured, relinquish such possession on giving written notice to the Chargor.
- g) The Chargor hereby assigns to the Bank all claims and rights competent or that may become competent to them 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 subjects hereby secured.
- h) The powers available to the Bank hereunder are in addition to and without prejudice to and not in substitution for all other powers and remedies competent to the Bank by statute or at common law.
- i) The Bank may at any time assign these presents to any person and any such assignee or subsequent assignees shall have the benefit of all the provisions herein contained and may at any time thereafter exercise all rights and remedies of the Bank hereunder.
- j) If there is any conflict or inconsistency between any provisions of this instrument and the terms of any Facility Document, the provisions of the relevant Facility Document shall prevail.
- k) In this instrument:

**"Facility Document"** means any facility agreement, facility letter, loan agreement or any other document or instrument entered into or subsequently entered into between the Bank (or any Santander Group Member) and us (or any member of our Group) documenting or evidencing the sums and obligations due by us (or any member of our Group) to the Bank (or any Santander Group Member) from time to time.

**"Group"** means us, any holding company of us and any subsidiary of ours from time to time.

**"Personal Bond"** means the personal bond by the Chargor in favour of the Bank, the Santander Group and each Santander Group Member dated on or around the date of this standard security and any variation, extension, renewal, replacement or alteration thereof

**"Santander Group"** means Santander UK plc (registered number 2294747) and its subsidiaries from time to time.

**"Santander Group Member"** means each member of the Santander Group.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

- l) All the words and expressions which are incorporated in this variation 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;

And we grant warrantice excepting always therefrom (i) the lease between the Chargor and East West Flooring Company Limited dated on or around the date hereof, and (ii) the lease between the Chargor and Andrew Cowie Construction Limited dated on or around the date hereof; And we consent to registration hereof for execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 2 pages are executed as follows:-

For and on behalf of the said **APCC Limited**

at Aberdeen on 21/4/15

by:

.....  
Director/authorised signatory

.....  
Full name of director/authorised signatory

.....  
~~Director/secretary/authorised signatory/witness~~

.....  
Full name of director/secretary/authorised signatory/  
witness

.....  
Address of witness