



**Registration of a Charge**

Company name: **R.E. CAMPBELL (JOINERY) LIMITED**

Company number: **SC058204**



X9HFSG14

Received for Electronic Filing: **09/11/2020**

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**Details of Charge**

Date of creation: **05/11/2020**

Charge code: **SC05 8204 0019**

Persons entitled: **THE SCOTTISH MINISTERS**

Brief description: **ALL AND WHOLE THOSE TWO AREAS OF LAND AT RANKIN DRIVE, LOCHYSIDE, FORT WILLIAM, BOTH SHOWN TINTED PINK ON THE PLAN ANNEXED AND EXECUTED AS RELATIVE TO THE STANDARD SECURITY, WHICH FORM PART AND PORTION OF THE SUBJECTS DESCRIBED IN, DISPONED BY AND SHOWN DELINEATED IN RED ON THE PLAN ANNEXED AND EXECUTED AS RELATIVE TO FEU DISPOSITION BY DONALD ANGUS CAMERON, YOUNGER OF LOCHIEL, IN FAVOUR OF IAN KENNEDY AND MRS REGINA KENNEDY RECORDED IN THE DIVISION OF THE GENERAL REGISTER OF SASINES FOR THE COUNTY OF INVERNESS ON THE ELEVENTH DAY OF APRIL, IN THE NINETEEN HUNDRED AND NINETY UNDER EXCEPTION OF THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER INV36241**

**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.**

## 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: **FIONA ARMOUR - MACROBERTS LLP**



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

Company number: 58204

Charge code: SC05 8204 0019

The Registrar of Companies for Scotland hereby certifies that a charge dated 5th November 2020 and created by R.E. CAMPBELL (JOINERY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th November 2020 .

Given at Companies House, Edinburgh on 10th November 2020

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**

**by**

**R.E. CAMPBELL (JOINERY) LIMITED**

**in favour of**

**THE SCOTTISH MINISTERS**

**Subjects: Subjects at Lochyside, Fort William**

**MACROBERTS**

**LLP**

## STANDARD SECURITY

by

**R.E. CAMPBELL (JOINERY) LIMITED**, a company incorporated in Scotland with Company No. SC058204 and whose registered office is at Station Road, Spean Bridge, Inverness Shire, PH34 4EP (the "**Chargor**")

in favour of

- (1) **THE SCOTTISH MINISTERS** in terms of the Scotland Act 1998, Victoria Quay, Leith, Edinburgh EH6 6QQ (the "**Scottish Ministers**");

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

### 1 Definitions and Interpretation

#### 1.1 In this Standard Security:

**"Business Day"** means any day (other than a Saturday or Sunday or statutory bank holiday) in Edinburgh or Glasgow;

**"Loan Agreement"** means the Loan Agreement between the Scottish Ministers and the Chargor dated on or around the date hereof;

**"Secured Obligations"** means all monies, costs, charges, expenses, liabilities and obligations whether certain or contingent which now or hereafter may be or become due and owing by the Chargor to the Scottish Ministers; and

**"Security Subjects"** means ALL and WHOLE those two areas of land at Rankin Drive, Lochyside, Fort William, both shown tinted pink on the plan annexed and executed as relative hereto, which form PART and PORTION of the subjects described in, disposed by and shown delineated in red on the plan annexed and executed as relative to Feu Disposition by Donald Angus Cameron, Younger of Lochiel, in favour of Ian Kennedy and Mrs Regina Kennedy recorded in the Division of the General Register of Sasines for the County of Inverness on the Eleventh day of April, in the Nineteen hundred and Ninety UNDER EXCEPTION of the subjects registered in the Land Register of Scotland under Title Number INV36241; Which subjects are hereby secured TOGETHER WITH (by way of inclusion and not exception) (One) the whole buildings and erections thereon; (Two) the fittings and fixtures therein and thereon; (Three) the parts, privileges and pertinents thereof; (Four) the whole rights common, mutual and exclusive effeiring thereto; and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto.

#### 1.2 Unless a contrary indication appears, any reference in this Instrument to:

- 1.2.1 any "**Chargor**", "**the Scottish Ministers**" or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees;
- 1.2.2 "**assets**" includes present and future properties, revenues and rights of every description;
- 1.2.3 any reference to "**Loan Agreement**" or to any other agreement or instrument is a reference to that Loan Agreement or other agreement or instrument as from time to time amended, novated, supplemented, replaced, extended or restated in whole or in part;
- 1.2.4 a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- 1.2.5 a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.6 a provision of law is a reference to that provision as from time to time amended or re-enacted;
- 1.2.7 "**disposal**" includes a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary (and "dispose" shall be construed accordingly);
- 1.2.8 "**document**" includes any deed, instrument (including negotiable instrument) or other document of any kind;
- 1.2.9 any matter "**including**" specific instances or examples of such matter shall be construed without limitation to the generality of that matter (and references to "**include**" shall be construed accordingly);
- 1.2.10 the "**winding-up**", "**dissolution**" or "**administration**" of a person shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such person is incorporated or established, or any jurisdiction in which such person carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and
- 1.2.11 Clauses are to the clauses to this Standard Security.
- 1.2.12 Clause headings are for ease of reference only.
- 1.2.13 Words in the singular shall import the plural and vice versa.
- 1.2.14 Words defined in the Companies Act 2006 have the same meanings in this Standard Security.

1.2.15 In the event of any conflict or inconsistency between this Standard Security and the Loan Agreement then the provisions of the Loan Agreement shall take precedence.

## **2 Bond**

The Chargor undertakes to the Scottish Ministers that it will pay or discharge to the Scottish Ministers all the Secured Obligations on demand in writing when the Secured Obligations become due for payment or discharge (whether by acceleration or otherwise).

## **3 Charge**

The Chargor hereby in security of the Secured Obligations grants a standard security in favour of the Scottish Ministers over the Security Subjects.

## **4 Standard Conditions**

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply. And we agree that such Standard Conditions shall be varied to the effect that (a) the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Scottish Ministers; and (b) 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 their open market value.

## **5 Notice of Subsequent Charge**

If the Scottish Ministers receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Scottish Ministers may open a new account or accounts in the name of the Chargor and, if or insofar as the Scottish Ministers does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Scottish Ministers shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Scottish Ministers at the time the notice was received.

## **6 Application of Enforcement Proceeds**

6.1 All monies received by the Scottish Ministers under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Scottish Ministers under this Instrument, in the following order:

6.1.1 firstly, in or towards satisfaction of the Secured Obligations in such order as the Scottish Ministers shall in its absolute discretion decide; and

6.1.2 secondly, any surplus shall be paid to the Chargor or any other person entitled thereto.

- 6.2 Nothing contained in this Instrument shall limit the right of the Scottish Ministers (and the Chargor acknowledges that the Scottish Ministers are so entitled) if and for so long as the Scottish Ministers, in their discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Obligations.

## **7 Notices**

- 7.1 All notices or other communications under or in connection with this Standard Security shall be given in writing by letter. Any notice shall be deemed to be given as follows:-

7.1.1 if delivered by hand, on the Business Day of actual delivery or if delivered after the normal business hours of the recipient, the following Business Day; and

7.1.2 if posted, on the second Business Day following the day on which it was properly despatched by first class mail postage prepaid.

- 7.2 The address for notices to the Chargor is the address shown on page 1 of this Standard Security or such other address as the Chargor may notify to the Scottish Ministers by not less than five Business Days' notice.

- 7.3 The address for notices to each of the Scottish Ministers is their address shown on page 1 of this Standard Security or such other address as any of them may notify to the Chargor by not less than five Business Days' notice.

## **8 Governing Law and Jurisdiction**

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Scottish Ministers, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Scottish Ministers to proceed against the Chargor in any other appropriate jurisdiction.



9        **Warrandice and Consent to Registration**

9.1       The Chargor hereby grants warrandice.

9.2       A certificate signed by any official, manager or equivalent account officer of the Scottish Ministers shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding four pages and the plan annexed hereto are executed as follows:

**SUBSCRIBED** for and on behalf of

**R.E. CAMPBELL (JOINERY) LIMITED**

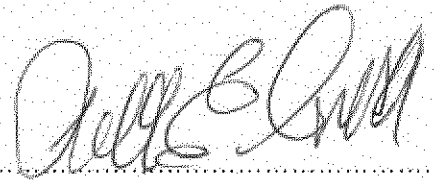
at FORT WILLIAM

on 19th October 2020

By

RODERICK EWEN CAMPBELL

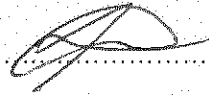
Print full name



Director / ~~Authorised Signatory~~

in the presence of:

Witness:

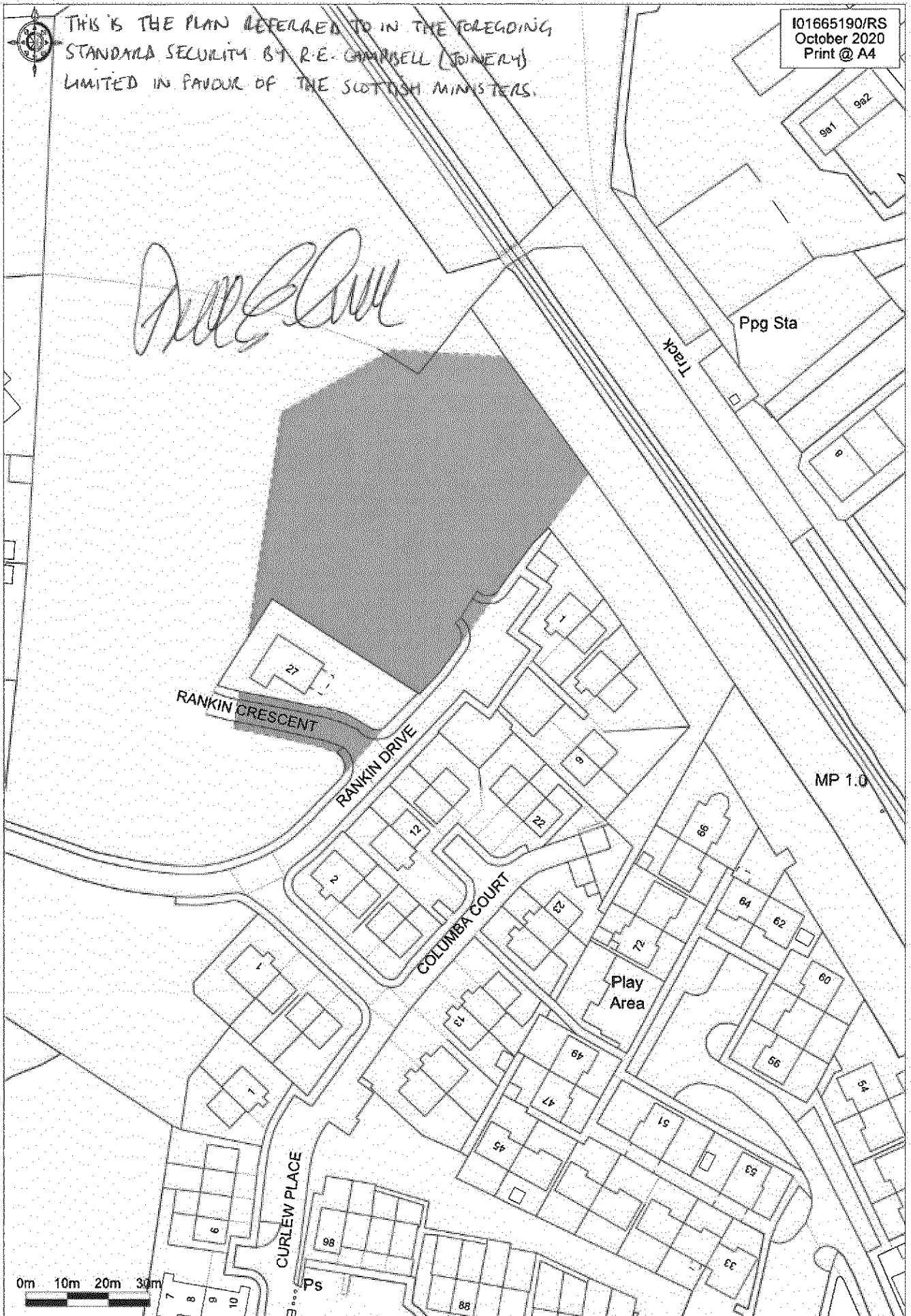


Full Name: REBECCA LOUISE FRASER

Address: AIRDS HOUSE, AN AIRA

FORT WILLIAM, PH33 6BL

# Land at Lochyside, Fort William



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