



Registration of a Charge

Company Name: **NORTH EDINBURGH ARTS**

Company Number: **SC184477**



Received for filing in Electronic Format on the: **16/09/2022**

XBCOHSTK

Details of Charge

Date of creation: **02/09/2022**

Charge code: **SC18 4477 0002**

Persons entitled: **THE CITY OF EDINBURGH COUNCIL**

Brief description: **ALL AND WHOLE THE SUBJECTS FORMING 15A PENNYWELL COURT, EDINBURGH COMPRISING (FIRST) THE SUBJECTS SHOWN OUTLINED IN RED ON THE PLAN (AS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01) AND PARTLY COLOURED BLUE, PINK AND PARTLY UNCOLOURED (BUT EXCLUDING THE SUBJECTS OUTLINED AND HATCHED RED ON THE PLAN); AND (SECOND) THE GROUND FLOOR SUBJECTS COMPRISING THE AIRSPACE AT A HEIGHT OF 2885MM ABOVE THE SURFACE OF THAT AREA OF GROUND SHOWN OUTLINED AND HATCHED RED ON THE PLAN WHICH SUBJECTS DESCRIBED (FIRST) AND (SECOND) BOTH FORM PART AND PORTION OF THE SUBJECTS DESCRIBED IN AND DISPONED (IN THE SECOND PLACE) AND SHOWN COLOURED BLUE ON THE PLAN ANNEXED AND SIGNED AS RELATIVE TO DISPOSITION BY BARNTON SAUCHIE AND BANNOCKBURN ESTATES WITH CONSENT IN FAVOUR OF THE LORD PROVOST, MAGISTRATES AND COUNCIL OF THE CITY OF EDINBURGH DATED 24 AND 28 BOTH DATES AND RECORDED IN THE DIVISION OF THE GENERAL REGISTER OF SASINES FOR THE COUNTY OF MIDLOTHIAN ON 30 ALL DATES JUNE 1948.**

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 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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 184477

Charge code: SC18 4477 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 2nd September 2022 and created by NORTH EDINBURGH ARTS was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th September 2022 .

Given at Companies House, Edinburgh on 18th September 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

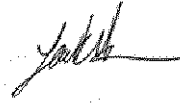


Companies House



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

Certified a true copy save for material
redacted
pursuant to S859G of the Companies
Act.

A handwritten signature in black ink, appearing to be 'J. M. H.', written in a cursive style.

STANDARD SECURITY

by

NORTH EDINBURGH ARTS

in favour of

THE CITY OF EDINBURGH COUNCIL

Security Subjects: 15a Pennywell Court, Edinburgh

STANDARD SECURITY

by

NORTH EDINBURGH ARTS incorporated under the Companies Acts (Registered Number SC184477) and having its registered office at 15a Pennywell Court, Edinburgh, EH4 4TZ

in favour of

THE CITY OF EDINBURGH COUNCIL, the Local Authority for the said City in terms of the Local Government etc. (Scotland) Act 1994 and having its principal office at City Chambers, High Street, Edinburgh

1 Definitions

In this Standard Security:

- 1.1 **"Creditor"** means the said The City of Edinburgh Council (which expression includes its successors and assignees whomsoever);
- 1.2 **"Debtor"** means the said North Edinburgh Arts;
- 1.3 **"Development Agreement"** means the development agreement between the Creditor and the Debtor in relation to the development of the Security Subjects dated at or around the date of this Standard Security;
- 1.4 **"Plan"** means the plan annexed and signed as relative hereto;
- 1.5 **"Secured Sums"** means all sums of principal and interest which are now and which may at any time hereafter become due to the Creditor by the Debtor under the Development Agreement whether solely or jointly with any other person, corporation, firm or other body and whether as principal or surety; and
- 1.6 **"Security Subjects"** means ALL and WHOLE the subjects forming 15a Pennywell Court, Edinburgh comprising (FIRST) the subjects shown outlined in red on the Plan and partly coloured blue, pink and partly uncoloured (but excluding the subjects outlined and hatched red on the Plan); and (SECOND) the ground floor subjects comprising the airspace at a height of 2885mm above the surface of that area of ground shown outlined and hatched red on the Plan which subjects described (FIRST) and (SECOND) both form PART and PORTION of the subjects described in and disposed (In the Second Place) and shown coloured blue on the plan annexed and signed as relative to Disposition by Barnton Sauchie and Bannockburn Estates with consent in favour of the Lord Provost, Magistrates and Council of the City of Edinburgh dated 24 and 28 both dates and recorded in the Division of the General Register of Sasines for the County of Midlothian on 30 all dates June 1948.

2 Security

In security of the Secured Sums and the Debtor's obligations under the Development Agreement, the Debtor, grants a standard security in favour of the Creditor over the Security Subjects.

3 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 the Standard Conditions shall be varied to the effect that the Development Agreement shall prevail in the event of any inconsistency between it and the Standard Conditions, and without prejudice to the foregoing generality:

- 3.1 the definitions in the said Schedule 3 shall have effect also for the purposes of the following variations;
- 3.2 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 the market value thereof;
- 3.3 all policies of insurance affording cover in respect of the Security Subjects shall be disclosed to the Creditor by the debtor in order that they may be written or endorsed for the interests of the Creditor and the debtor as the Creditor may require and shall in other respects be deemed for the purpose of this Standard Security to have been effected under Standard Condition 5(a). All rights and claims under policies effected or deemed to have been effected under Standard Condition 5(a) are hereby assigned by the Debtor to the Creditor and all monies becoming payable under any such policies shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Creditor so requires, in or towards the discharge of the Secured Sums;
- 3.4 it shall be an obligation on the Debtor not to create or agree to create a subsequent security over the Security Subjects or any part thereof or convey or assign the same or any part thereof or make directly or indirectly any application for planning permission in relation to the Security Subjects or any part thereof or make application for an improvement grant or other grant in respect of the Security Subjects or any part thereof, without the prior consent in writing of the Creditor in each case which consent if granted may be so granted subject to such conditions as the Creditor may see fit to impose;
- 3.5 if the Creditor shall enter into possession of the Security Subjects the Creditor shall be entitled (if it thinks fit) at the expense and risk of the Debtor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Security Subjects and not removed within fourteen days of the Creditor entering into possession, without the Creditor being liable for any loss or damage occasioned by the exercise of this power. The Creditor shall however be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by the Creditor in relation to such furniture, goods, equipment or other moveable property.

4 Debtor's obligations

- 4.1 The Debtor undertakes to pay to the Creditor on demand the Secured Sums;
- 4.2 The interest element of the Secured Sums shall be at the rate(s) provided for in the Development Agreement;
- 4.3 In the event of the foregoing personal obligation being granted by more than one person the expression "Debtor" means all such persons together and/or any one or more of them; and in all cases the obligations hereby undertaken by the Debtor shall bind all person(s) included in the expression "the Debtor" and his, her or their executors and representatives whomsoever all jointly and severally without the necessity of discussing them in their order;
- 4.4 The sums due by the Debtor shall be conclusively ascertained by a statement under the hand of the Creditor;
- 4.5 Any person who under this document is liable for the debts of another shall not in competition with or in priority to the Creditor make any claim against that other nor take or share in or enforce any security in respect of such debts, until such debts have been paid to the Creditor in full, nor shall such liability be affected by the existence of any other security or guarantee nor by any other security or guarantee being or becoming void or unenforceable; and the Creditor may place to the credit of a suspense account for so long as it considers desirable any moneys received in respect of such debts without any obligation to apply them towards payment of such debts; and in applying moneys towards payment of such debts the Creditor may appropriate them towards such part(s) of the debts as it thinks fit.

5 Warrandice

And we grant warrandice.

6 Consent to Registration

The Debtor and the Creditor consent to the registration of these presents for preservation and execution.

6 **Consent to Registration**

The Debtor and the Creditor consent to the registration of these presents for preservation and execution.

7 **Testing clause**

This Standard Security consisting of this and the preceding three pages together with the Plan is executed as follows:

Signed for and on behalf of North Edinburgh Arts

signature of
director/secretary/authorised signatory/witness

LESLIE HINDS

full name of above (print)

[REDACTED]

address of witness

signature of
director/secretary/authorised signatory

MARY KEEGAN

full name of above (print)

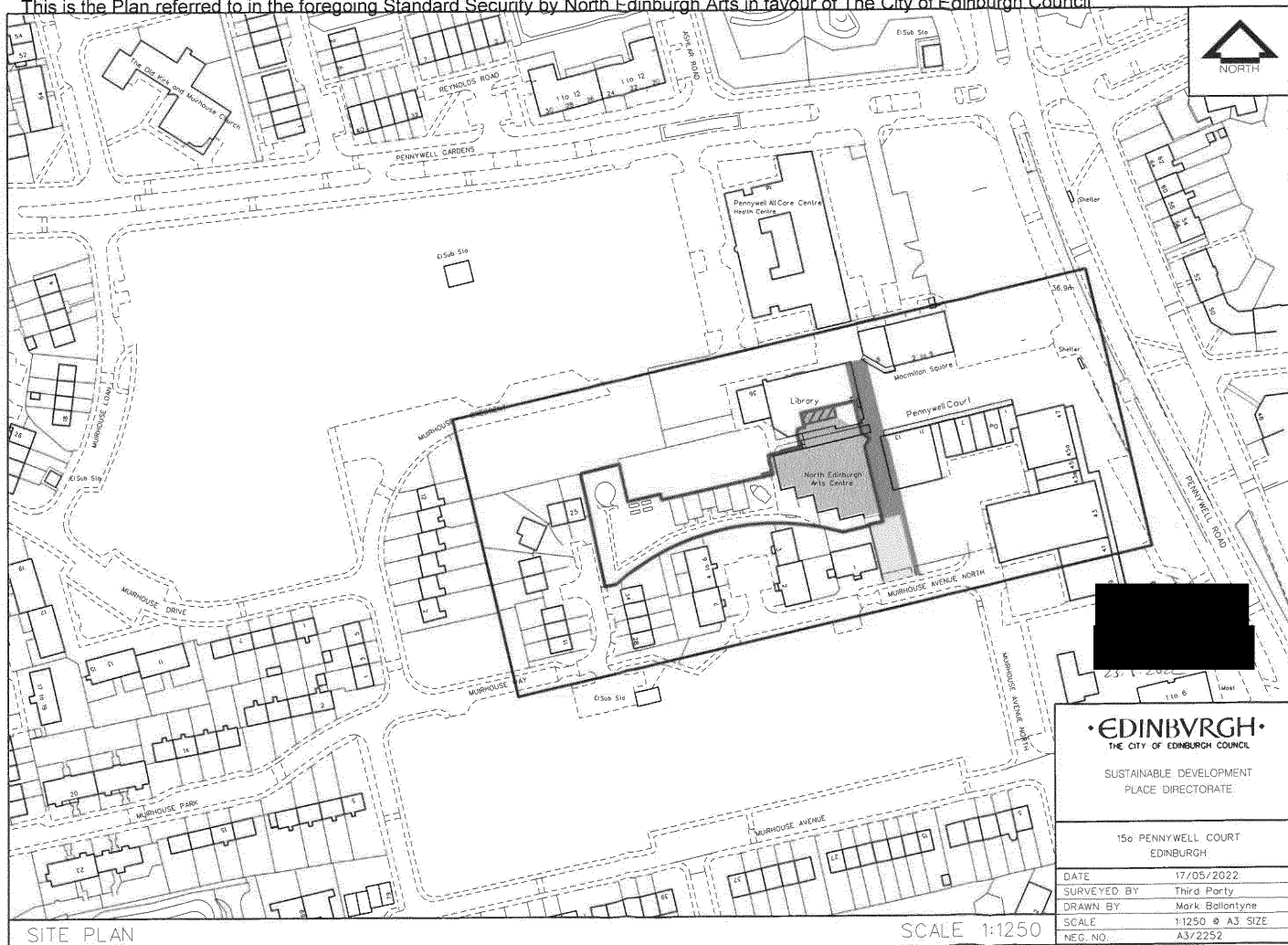
23.8.2022

date of signing

EDINBURGH

place of signing

This is the Plan referred to in the foregoing Standard Security by North Edinburgh Arts in favour of The City of Edinburgh Council



• EDINBURGH •
THE CITY OF EDINBURGH COUNCIL

SUSTAINABLE DEVELOPMENT
PLACE DIRECTORATE

15a PENNYWELL COURT
EDINBURGH

DATE	17/05/2022
SURVEYED BY	Third Party
DRAWN BY	Mark Ballantyne
SCALE	1:1250 @ A3 SIZE
NEG. NO.	A3/2252

THIS MAP IS REPRODUCED FROM ORDNANCE SURVEY MATERIAL WITH PERMISSION OF ORDNANCE SURVEY ON BEHALF OF THE CONTROLLER OF HER MAJESTY'S STATIONARY OFFICE. CROWN COPYRIGHT. UNAUTHORISED REPRODUCTION INFRINGES CROWN COPYRIGHT. LICENCE NUMBER 100032420. CITY OF EDINBURGH 2022 AND MAY LEAD TO PROSECUTION OR CIVIL PROCEEDINGS.