

MR01

Particulars of a charge



Companies House

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 there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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.
delivered outside of the 21 days it will be rejected unless it is accompani
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This
scanned and placed on the public record. Do not send the original.

SATURDAY



S40PSER4

SCT

07/02/2015

#431

COMPANIES HOUSE

1 Company details

Company number S C 2 8 5 0 3 8

Company name in full H.A.B. PROPERTIES LIMITED

For official use
5

→ 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 0 4 0 2 2 0 1 5

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 SVENSKA HANDELSBANKEN AB (PUBL)

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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4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

THE TENANT'S INTEREST IN THE LEASE OF SUBJECTS AT MINTO DRIVE, ABERDEEN BETWEEN TRUSTEES OF THE MB FOUNDATION, MORDECHAI BAMBERGER, MOSES AREYH BAMBERGER, ISAAC DOV BAMBERGER, SCHLOIME BAMBERGER AND DAVID BAMBERGER AND KCA DRILLING LIMITED BEING THE INTEREST REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER KNC6201

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company?

☐ Yes

7 Negative Pledge

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

☒ Yes

☐ No

8 Trustee statement ^①

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

☐

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

9 Signature

Please sign the form here.

Signature

Signature

X



X

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

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Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name SARAH STEWART

Company name BURNES PAULL LLP

Address UNION PLAZA (5TH FLOOR)

1 UNION WYND

Post town ABERDEEN

County/Region

Postcode A B 1 0 1 D Q

Country SCOTLAND

DX AB35

Telephone 01224 621621



Certificate

We will send your certificate to the presenter's address if given above or to the company'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 company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ 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 companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies 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 companies 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

Company number: 285038

Charge code: SC28 5038 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th February 2015 and created by H.A.B. PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2015.

Given at Companies House, Edinburgh on 12th February 2015



Companies House



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

Certified a true copy

Aberdeen... 5/02/2015

Cornelia Macchie
for and on behalf of Burness Paull LLP

SSEC/LTD/0713

Date.....

STANDARD SECURITY

INSTRUMENT

by

- (1) **H.A.B Properties Limited**, a company incorporated under the Companies Acts with registered number SC285038 and having its registered office at 22 Carden Place Aberdeen AB10 1UQ ("the Chorgor")

In favour of

- (2) **Svenska Handelsbanken AB (publ)**, a company incorporated under the law of Sweden and registered as a UK Establishment in terms of the Companies Act 2006 (Company Number FC014392) having its Registered Office at Kungstradgardsgatan 2, S-106 70 Stockholm, Sweden ("the Bank").

CONSIDERING THAT:

- (i) the Bank has agreed or will agree to make certain facilities available to the Chorgor;
- (ii) one of the conditions precedent to the availability of the aforementioned facilities is that the Chorgor grants to the Bank this standard security.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:-

"**Facility Document**" means any facility letter, facility agreement, loan agreement or similar document entered into or to be entered into between the Bank and the Chorgor documenting or evidencing the Secured Liabilities from time to time;

"**Person**" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality);

"**Secured Liabilities**" means all present and future obligations and liabilities of the Chorgor to the Bank, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Bank; and

"**the Security Subjects**" means ALL and WHOLE the tenant's interest in the Lease of subjects at Minto Drive, Aberdeen between Trustees of The MB Foundation, Mordechai Bamberger, Moses Areyh Bamberger, Isaac Dov Bamberger, Schloime Bamberger and David Bamberger and KCA Drilling Limited dated 9 and 20 March 1995 which interest is registered in the Land Register of Scotland under Title Number KNC6201 together with (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 Chorgor's whole right, title and interest, present and future, therein and thereto.

- 1.2 The expressions "**the Chorgor**" and "**the Bank**" shall include the permitted successors, assignees and transferees of the Chorgor and the Bank.
- 1.3 If there is a conflict or inconsistency between any provision of this Instrument and the terms of any Facility Document, the provisions of the relevant Facility Document shall prevail.

2 BOND

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

3 CHARGE

The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Bank 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 Bank and (b) the insurance to be effected in terms of Standard Condition 5(a) shall note the interest of the Bank as secured lender and shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value. Any monies received referable to any insurance in respect of the Security Subjects (whether effected by the Chargor or the Bank) shall be applied at the option of the Bank either in or toward making good the loss or damage in respect of which the moneys are received or in or towards payment of the Secured Liabilities and the Chargor shall hold the proceeds of any such insurance claim in trust for the Bank in such manner as the Bank may require.

5 NOTICE OF SUBSEQUENT CHARGE

If the Bank receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Bank may open a new account or accounts in the name of the Chargor and, if or insofar as the Bank 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 Bank 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 Bank at the time the notice was received.

6 APPLICATION OF ENFORCEMENT PROCEEDS

- 6.1 All monies received by the Bank 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 Bank under this Instrument, in the following order:-
- 6.1.1 firstly, in or towards satisfaction of the Secured Liabilities in such order as the Bank 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 Bank (and the Chargor acknowledges that the Bank is so entitled) if and for so long as the Bank, in its 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 Liabilities unless and until such monies are equal to or exceed the amount of the Secured Liabilities when they will be applied in payment of the Secured Liabilities.
- 6.3 Any amount received under this Instrument by the Bank in a currency other than that in which the Secured Liabilities are denominated and payable shall be converted by the Bank into the relevant currency at the Bank's spot rate of exchange from time to time.

7 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 Bank, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Bank to proceed against the Chargor in any other appropriate jurisdiction.

8 WARRANTIES AND CONSENT TO REGISTRATION

8.1 The Chargor hereby grants warrandice but excluding therefrom (i) the Lease between Abbot Group Plc and KCA Deutag Drilling Limited dated 2 June 2005 and registered in the Land Register of Scotland under Title Number KNC15822 and (ii) the Lease between KCA Deutag Drilling Limited, KCA Deutag Technical Support Limited and Abbot Group plc dated 2 June 2005 and registered in the Books of Council and Session on 7 July 2005.

8.2 A certificate signed by any official, manager or equivalent account officer of the Bank shall, in the absence of manifest error, conclusively determine the Secured Liabilities 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 2 pages are executed as follows:-

SUBSCRIBED for and on behalf of the said H.A.B. Properties Limited

At ABERDEEN.

on 23 January 2015

By VIVIENNE
Print Full Name MARPER.

[Signature]
Director

By IAIN
Print Full Name WALKER.

[Signature]
Director/Secretary/Witness

CLAIRMES LLP, 31-33 UNION GROVE,
Address (if witness) ABERDEEN.

Date of delivery:

HBUKJ05112014/15:14:52