



**Registration of a Charge**

Company name: **COIGACH COMMUNITY C.I.C.**

Company number: **09638437**

Received for Electronic Filing: **07/08/2018**



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**Details of Charge**

Date of creation: **30/07/2018**

Charge code: **0963 8437 0005**

Persons entitled: **TRIODOS CORPORATE OFFICER LIMITED**

Brief description: **ALL AND WHOLE THE TENANT'S INTEREST IN THE LEASEHOLD SUBJECTS EXTENDING TO 0.9839 HECTARES OR THEREBY AT ACHAVRAIE, ACHILTIBUIE, COIGACH, ULLAPOOL UNDERGOING FIRST REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ROS19035 BEING THE SUBJECTS MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT ANNEXED.**

**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:

**JUDITH MORTON, HARPER MACLEOD LLP**



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

Company number: 9638437

Charge code: 0963 8437 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th July 2018 and created by COIGACH COMMUNITY C.I.C. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2018 .

Given at Companies House, Cardiff on 9th August 2018

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

**Coigach Community C.I.C.**

in favour of

**Triodos Corporate Officer Limited**

**Subjects:** leasehold subjects at Achavraie, Achiltibuie, Coigach

***HARPER MACLEOD LLP IS ONLY ACTING FOR COIGACH COMMUNITY C.I.C AND NO OTHER PARTY IN RESPECT OF THIS DOCUMENT. EACH OTHER PARTY TO THIS DOCUMENT SHOULD TAKE THEIR OWN INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS DOCUMENT AS THE EXECUTION OF THIS DOCUMENT WILL HAVE LEGAL EFFECT AND IMPLICATIONS.***

**HARPER MACLEOD LLP IS ONLY ACTING FOR COIGACH COMMUNITY C.I.C AND NO OTHER PARTY IN RESPECT OF THIS DOCUMENT. EACH OTHER PARTY TO THIS DOCUMENT SHOULD TAKE THEIR OWN INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS DOCUMENT AS THE EXECUTION OF THIS DOCUMENT WILL HAVE LEGAL EFFECT AND IMPLICATIONS.**

**STANDARD SECURITY**

by

**Name(s) and Addresses:** Coigach Community C.I.C. incorporated and registered in England and Wales as a community interest company with company number 9638437, whose registered office is at PANNONE CORPORATE LLP, 378-380 Deansgate, Manchester, M3 4LY

(the "Company")

in favour of:

**Name:** Triodos Corporate Officer Limited, incorporated and registered in England and Wales

**Company Number:** 07594970

**Registered Office:** Triodos Bank, Deanery Road, Bristol, BS1 5AS as security trustee on behalf of the Bondholders

As security trustee on behalf of the Bondholders  
(the "Security Trustee")

over:

ALL and WHOLE the tenant's interest in the leasehold subjects extending to 0.9839 hectares or thereby at Achavraie, Achiltibuie, Coigach, Ullapool undergoing first registration in the Land Register of Scotland under Title Number ROS19035

being the subjects more particularly described in Part 1 of the Schedule annexed.

(the "Property")

**in respect of:**

all present and future monies, obligations and liabilities of the Company to the Bondholders or the Security Trustee, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Bond Instrument, or this Standard Security, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.

**("the Secured Liabilities")**

**Other defined terms used in this Standard Security are as set out in Clause 28.**

**1. Undertaking to Pay Secured Liabilities**

- 1.1 The Company shall, on demand, pay to the Security Trustee and discharge the Secured Liabilities when they become due and payable; and
- 1.2 A certificate or determination by the Security Trustee as to any amount for the time being due to it from the Company under this Standard Security shall be, in the absence of any manifest error, conclusive evidence of the amount due.

**2. Standard Security**

The Company as security for the due and punctual payment and performance of the Secured Liabilities hereby grants to the Security Trustee a standard security over the Property.

**3. Standard Conditions**

The Standard Conditions and any lawful variation of the Standard Conditions operative for the time being will apply.

**4. Variation to Standard Conditions**

The Standard Conditions will be varied as per the provisions of this Standard Security.

**5. Insurance**

- 5.1 The Company shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Property against:
  - 5.1.1 other risks, perils and contingencies loss or damage by fire or terrorist acts;
  - 5.1.2 that would be insured against by reasonably prudent persons carrying on the same class of business as the Company; and
  - 5.1.3 any other risk, perils and contingencies as the Security Trustee may reasonably require.

Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Security Trustee, and must be for not less than the replacement value of the Property.

- 5.2 The Company shall, if requested by the Security Trustee in writing, produce to the Security Trustee each policy, certificate or cover note relating to the insurance required by clause 5.1 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Company is entitled to obtain from the landlord under the terms of the relevant lease).
- 5.3 The Company shall, if requested by the Security Trustee in writing, procure that a note of the Security Trustee's interest is endorsed upon each insurance policy maintained by it or any person on its behalf in accordance with clause 5.1 and that the terms of each such insurance policy require the insurer not to invalidate the policy as against the Security Trustee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Security Trustee.

**6. Insurance Premiums**

The Company shall:

- 6.1 Promptly pay all premiums in respect of each insurance policy maintained in accordance with clause 5.1 and do all other things necessary to keep that policy in full force and effect; and
- 6.2 (if the Security Trustee so requires in writing) produce to, or deposit with, the Security Trustee the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 5.1.

**7. No invalidation of insurance**

The Company shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 5.1.

**8. Proceeds of insurance policies**

All monies received or receivable by the Company under any insurance policy maintained by it in accordance with clause 5.1 (including all monies received or receivable by it under any Insurance Policy) at any time (whether or not this Standard Security has become enforceable) shall at the option of the Security Trustee, following consultation with the Company, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, the discharge or reduction of the Secured Liabilities.

**9. Use**

The Company will not alter the use of the Property, without the written consent of the Security Trustee.

**10. Occupation and Letting of the Property**

- 10.1 The Company will not part with occupation of the Property or any part or grant any lease, licence, servitude, wayleave, overriding interest, real burden, water or drainage rights or other continuing rights upon or affecting the Property or any part, without the written consent of the Security Trustee.

10.2 The Company will not grant or accept the surrender of, vary, terminate, renew or extend any lease of all or part of the Property without the written consent of the Security Trustee.

**11. Environmental**

11.1 The Company will not do or omit to do anything, or permit anything to be done or omitted, on, at, under, over, from or to the Property or any part of it which could lead to the Company incurring any costs or liabilities or committing any offence under any Environmental Law.

11.2 The Company shall indemnify the Security Trustee and its officers, employees and agents against all costs, liabilities and expenses which may be reasonably and properly suffered or incurred by it arising out of or in connection with any such act, omission, or permission, any actual or threatened breach of Environmental Law or the presence of any hazardous substances on, at, under, over, or migrating to or from the Property.

11.3 The Company will ensure that it complies in all material respects with the terms of all Environmental Laws and will notify the Security Trustee immediately upon becoming aware of any environmental issues which may have a prejudicial effect on the value of the Property and immediately following receipt of any notices or upon becoming aware of any actual or threatened claims in connection with any environmental matters directly or indirectly associated with the Property.

**12. Planning Permissions**

The Company will not make either directly or indirectly any application for planning permission of any kind in relation to the Property or any part of the Property without the written consent of the Security Trustee.

**13. Negative Pledge and Further Assurance**

13.1 The Company undertakes to the Security Trustee that it will not, except for a Permitted Encumbrance, create or allow to subsist any Encumbrance. In the event that the Company creates any Encumbrance in breach of this prohibition, this Standard Security shall rank in priority to that Encumbrance.

13.2 The Company will, if and when required by the Security Trustee, grant, sign and deliver all additional deeds and documents of any kind in a form acceptable to the Security Trustee necessary in order to perfect or enhance the Security Trustee's security under this Standard Security or to enable the Security Trustee to enforce or exercise any of the powers available under this Standard Security.

**14. Transfer**

The Company will not transfer the Property or any part of it.

**15. Compulsory Purchase Order**

If the Property or any part is compulsorily purchased or requisitioned or is the subject of a notice to treat for the purposes of compulsory acquisition all claims and rights of the Company to compensation by reason of such acquisition will be held to be assigned to the Security Trustee, with full power to the Security Trustee to negotiate, agree and adjust the amount of any such compensation.

**16. Summary Ejection**

The Security Trustee may, at any time after it has become entitled to enter into possession of the Property, serve notice upon the Company requiring it to vacate the Property within a



period of seven days and the Company will upon the expiry of that period vacate the Property so far as occupied by it or others for whom it is responsible, and the Company agrees that a warrant of summary ejection may competently proceed against it in the Sheriff Court of the District in which the Property is situated at the request of the Security Trustee.

**17. Continuing Security**

The security constituted by this Standard Security shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities;

**18. Assignment**

The Security Trustee may assign this Standard Security.

**19. Moveable Items**

19.1 In the event that the Security Trustee exercises any of the remedies available to it under the Act and the Company fails to remove from the Property any Moveable Property, after being called upon by the Security Trustee by notice in writing to remove the same within a specified period, the Security Trustee will be entitled and is irrevocably authorised as agent of the Company to remove, sell, store or otherwise deal with or dispose of the Moveable Property in such manner and upon such terms as the Security Trustee may in its sole discretion think fit, subject only to an obligation to account to the Company for any price received by the Security Trustee for any of the same.

19.2 The Security Trustee will not be liable for any loss or damage suffered by or caused to the Company by the exercise of these rights available to the Security Trustee and the Company will be bound to indemnify the Security Trustee against all expenses reasonably and properly incurred by it in connection with or incidental to the removal, sale, storage or other dealing with or disposal of the Moveable Property and against all claims by or liability to any third party asserting ownership of any item.

**20. Set Off**

**20.1 Security Trustee's right of set-off**

The Security Trustee may at any time set off any liability of the Company to the Security Trustee against any liability of the Security Trustee to the Company, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Standard Security. If the liabilities to be set off are expressed in different currencies, the Security Trustee may convert either liability at the Barclays Bank plc then prevailing spot rate of exchange for the purpose of set-off. Any exercise by the Security Trustee of its rights under this clause 20 shall not limit or affect any other rights or remedies available to it under this Standard Security or otherwise.

**20.2 No obligation to set off**

The Security Trustee is not obliged to exercise its rights under clause 20. If, however, it does exercise those rights it must promptly notify the Company of the set-off that has been made.

**20.3 Exclusion of Company's right of set-off**

All payments made by the Company to the Security Trustee under this Standard Security shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**21. Notice of Subsequent Encumbrances**

If the Security Trustee receives or is deemed to have received notice of any subsequent Encumbrance or other interest affecting the Property or any part and/or proceeds of sale or realisation of the Property the Security Trustee may open a new account or accounts for the Company in its books and if the Security Trustee does not do so then, unless the Security Trustee gives express written notice to the contrary to the Company, as from the time of receipt or deemed receipt of such notice by the Security Trustee all payments made by the Company to the Security Trustee shall notwithstanding any appropriation by the Company to the contrary be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Liabilities.

**22. Suspense Account**

All monies received by the Security Trustee under this Standard Security may at the discretion of the Security Trustee be credited to any suspense or securities realised account, shall bear interest, if any, at the rate agreed in writing between the Security Trustee and the Company, and may be held in such account for so long as the Security Trustee shall think fit without any obligation to apply all or any part of such monies in or towards payment or performance of the Secured Liabilities.

**23. Costs and Expenses**

23.1 The Company shall pay, on a full indemnity basis, all costs, charges, expenses and liabilities reasonably and properly incurred by the Security Trustee or any attorney, manager, agent or other person appointed by the Security Trustee in connection with the preparation, negotiation, completion, execution, registration, perfection, modification, amendment, issue of waivers and consents under, enforcement and or attempted enforcement, preservation of rights under, exercise or purported exercise of rights under or decision as to whether to exercise rights under, assignation, release or discharge of this Standard Security or actions, proceedings or claims in respect of this Standard Security or the Property which costs, charges and expenses shall form part of the Secured Liabilities.

23.2 All amounts payable under Clause 23.1 shall bear interest at the default rate of interest specified in the Bond Instrument and be secured as part of the Secured Liabilities.

**24. Communications**

Each notice, consent and other communication in respect of this Standard Security:

24.1 will be in writing;

24.2 will be delivered by hand, by pre-paid first class post or other next working day delivery service or sent by fax; and

24.3 given to the Company will be effective when left at, or two Business Days after it is posted to, the relevant address or, in the case of a fax, on receipt by the Security Trustee of a fax confirmation sheet; and

24.4 given to the Security Trustee will be effective only on actual receipt .

**25. Notices**

25.1 Delivery

Any notice or other communication required to be given to a party under or in connection with this Standard Security shall be:

- 25.1.1 in writing;
- 25.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- 25.1.3 sent to the registered address of the party from time to time for the attention of the managing director or to a fax number certified by one party to another or to any other address or fax number as is notified in writing by one party to the other from time to time.

## 25.2 Receipt by Company

Any notice or other communication that the Security Trustee gives to the Company shall be deemed to have been received:

- 25.2.1 if delivered by hand, at the time it is left at the relevant address;
- 25.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- 25.2.3 if sent by fax, when received in legible form.

A notice or other communication given as described in clause 25.2.1 or clause 25.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

## 25.3 Receipt by Security Trustee

Any notice or other communication given to the Security Trustee shall be deemed to have been received only on actual receipt.

## 25.4 No notice by e-mail

A notice or other communication given under or in connection with this Standard Security is not valid if sent by e-mail.

## 26. Warrandice

The Company grants warrandice subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases of the Property (if any) detailed in Part 3 of the Schedule.

## 27. Registration

The Company consents to the registration for preservation and execution of this Standard Security and any certificate referred to in Clause 1.2 in the Books of Council and Session.

## 28. Definitions and Interpretation

- 28.1 In this Standard Security, terms defined in the Bond Instrument and the Debenture shall, unless otherwise defined herein, have the same meaning in this Standard Security. In addition, the following definitions apply in this Standard Security:

**"Act"** means the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended from time to time) and any lawful variation operative for the time being;

**"Bond Instrument"** means the Bond Instrument created by the Company on or about the date of this Standard Security;

**"Debenture"** means the Debenture between the Company and the Security Trustee dated on or about the date of this Standard Security;

**"Encumbrance"** means any mortgage, charge (fixed or floating), standard security, right in security, security, pledge, lien, assignment, assignation, guarantee, indemnity, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking;

**"Moveable Property"** means any furniture, equipment, motor vehicles, goods, stock, or any other moveable property, whether of a personal or business nature;

**"Permitted Encumbrances"** means:

- (a) any Encumbrance in favour of the Security Trustee;
- (b) any Encumbrance arising by operation of law and in the ordinary and usual course of trading of the Company; and
- (c) an Encumbrance consented to in writing by the Security Trustee;

**"Schedule"** means the schedule in three parts annexed and subscribed as relative hereto; and

**"Standard Conditions"** means the standard conditions specified in Schedule 3 of the Act.

- 28.2 Without prejudice to any requirement to procure consent to the same, any references to "Company" and "Security Trustee" include their successors, assignees and transferees.
- 28.3 The Security Trustee holds the security and other rights, titles and interests constituted by this Standard Security and of all monies, property and assets paid to it on trust for the Bondholders.
- 28.4 Without prejudice to any requirement to procure consent to the same, any reference to any document of any kind is to that document as amended, varied, supplemented, novated, restated or substituted from time to time.
- 28.5 If there is any conflict between this Standard Security and the Standard Conditions, the terms of this Standard Security shall prevail, so far as permitted by law.

28.6 In the event of any conflict or inconsistency between the provisions of this Standard Security and the provisions of the Bond Instrument, the provisions of the Bond Instrument shall prevail.

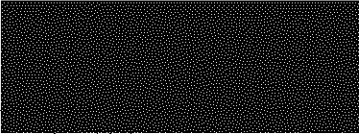
IN WITNESS WHEREOF these presents together with the Schedule are executed as follows:

**This is an important document. You should take independent legal advice before signing and sign only when you fully understand the consequences and if you want to be legally bound.**

SIGNED for and on behalf of **Coigach**

**Community C.I.C.**

by



Director

JAN JOHN GOSMAN SCOTT

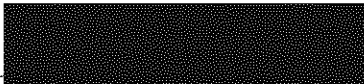
Full Name of Signatory (Please Print)

\_\_\_\_\_  
\_\_\_\_\_

at INVERNESS

on 5 July 2018

before



Witness (Signature)

Amy DALLON

Witness Name (Please Print)

Alder House

Witness Address

Craighall Business Park

\*Please delete as applicable Inverness.

**This is the Schedule referred to in the foregoing standard security by Coigach Community C.I.C. in favour of Triodos Corporate Officer Limited**

Please sign the Schedule where indicated

**Part 1**

**The Property**

ALL and WHOLE the tenant's interest in the leasehold subjects extending to 0.9839 hectares or thereby at Achavraie, Achiltibuie, Coigach, Ullapool and which subjects leased are shown edged red on plan 1 and plan 2 annexed to the lease between The Scottish Wildlife Trust and the Company dated 12 and 18 August 2016 and currently undergoing first registration in the Land Register of Scotland under Title Number ROS19035 (which subjects form part and portion of the subjects more particularly described in and disposed of by the Disposition by The Royal Society for Nature Conservation in favour of The Scottish Wildlife Trust recorded in the Division of General Register of Sasines for the County of Ross and Cromarty on 15 April 1998) 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 effering thereto and (Five) the Company's whole right, title and interest, present and future, therein and thereto

**Part 2**

**Other Securities**

**Part 3**

**Leases**

