



Registration of a Charge

Company Name: **BDW TRADING LIMITED**

Company Number: **03018173**



Received for filing in Electronic Format on the: **09/08/2021**

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Details of Charge

Date of creation: **29/07/2021**

Charge code: **0301 8173 1244**

Persons entitled: **THE ROWETT RESEARCH INSTITUTE (SC037444)**

Brief description: **ALL AND WHOLE THE TWO AREAS OF GROUND AT HOPETOUN GRANGE, ROWETT SOUTH, BUCKSBURN, ABERDEEN AND WHICH FORM PART AND PORTION OF THE SUBJECTS REGISTERED OR UNDERGOING REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN150910 BEING THOSE TWO AREAS SHOWN COLOURED GREEN ON THE PLAN ATTACHED TO THE INSTRUMENT.**

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: 3018173

Charge code: 0301 8173 1244

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th July 2021 and created by BDW TRADING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th August 2021 .

Given at Companies House, Cardiff on 10th August 2021

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, BDW TRADING LIMITED, a company incorporated under the Companies Acts (Registered Number 03018173) and having our Registered Office at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (the "Grantor") HEREBY IN SECURITY of the obligation to pay the Second Instalment (as defined in the Missives (as hereinafter defined)) in terms of the missives entered into between the Grantor and The Rowett Research Institute, a company limited by guarantee (Registered Number SC037444) and having its Registered Office at Commercial House, 2 Rubislaw Terrace, Aberdeen, Scotland, AB10 1XE (the "Rowett Institute") constituted said missives by formal letters exchanged between Brodies LLP on behalf of the Rowett Institute and Raeburn Christie Clark & Wallace LLP on behalf of the Grantor dated 5 February 2020 and 6 February 2020 as subsequently varied (the "Missives") GRANT a Standard Security in favour of the Rowett Institute over ALL and WHOLE those two areas of ground shown coloured green on the plan annexed and executed as relative hereto at Hopetoun Grange, Rowett South, Bucksburn, Aberdeen and which form part and portion of the subjects registered or undergoing registration in the Land Register of Scotland under Title Number ABN150910 (the said areas of ground being hereinafter referred to as the "Site"); Together with by way of inclusion and not exception the whole parts, privileges and pertinents thereof and the Grantor's whole respective right, title and interest present and future in and to the Site; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "Act") and any lawful variations thereof operative for the time being shall apply under declaration that the said Standard Conditions shall be varied to the effect specified in the Schedule of Variations of Standard Conditions annexed and executed as relative hereto; And the Grantor grants warrandice: IN WITNESS WHEREOF these presents consisting of this page together with the plan and the schedule annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of
the said **BDW TRADING LIMITED**

at Aberdeen on 14 July 2021 by

Heather Mari-Ann Stephen

Print Full Name

Au

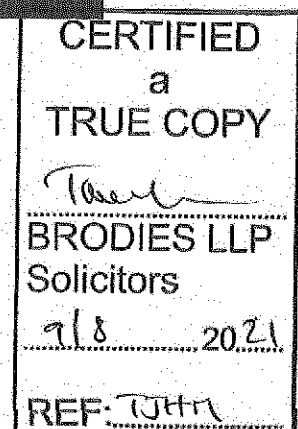
Conform to Power of Attorney by the said
BDW Trading dated 23 June 2021

Gordon Wallace

Print Full Name

Witness

c/o Raeburn Christie Clark & Wallace LLP,
12 - 16 Albyn Place, Aberdeen AB10 1PS



This is the Schedule of Variations referred to in the foregoing Standard Security granted by BDW Trading Limited in favour of The Rowett Research Institute

SCHEDULE

1. Standard Conditions 1(a), 1(c), 2, 4, 5 and 6 shall be delete and shall not apply.
2. Condition 7 of the Standard Conditions shall apply as if references to "the standard conditions" therein are references to the Standard Conditions as varied hereby.
3. The Rowett Institute hereby consents to the Grantor proceeding with the residential development of the Site. The Grantor shall not otherwise part with possession of the Site in whole or in part or carry out or permit the carrying out of any works upon or within the Site.
4. The Grantor shall not without the prior consent in writing of the Rowett Institute at any time during the continuance of the Standard Security create a security or charge over the Site (whether ranking or purporting to rank prior to, subsequent to or pari passu with this Standard Security).
5. The Grantor shall not without the prior consent in writing of the Rowett Institute at any time during the continuance of the Standard Security in any way create any servitudes, wayleaves, third party rights or any burdens, title conditions, restrictions or others affecting the Site except to the extent required to facilitate the residential development of the Site; declaring that the Grantor shall be entitled to register a standard style residential deed of conditions against the Site without the Rowett Institute's consent declaring that a standard style means a style that the Grantor can demonstratively show has been adopted on other developments of a similar nature and there is uniformity in treatment of residential units between those units located or to be located on the Site and those units located or to be located on adjacent subjects owned by the Grantor.
6. The Grantor shall not without the prior consent in writing of the Rowett Institute at any time during the continuance of the Standard Security transfer the Site under burden of this Standard Security.
7. In respect of standard condition 10 (3) in the event of the Rowett Institute entering into possession of the Site or any part thereof it shall be entitled as agent of the Grantor to remove, store, sell or otherwise deal with any goods, plant, machinery, heritable fixtures and fittings which the Grantor shall fail to remove from the Site or the relevant part thereof within 14 days of being requested to do so by written notice on the Grantor and the Rowett Institute shall not be liable for any loss occasioned to the Grantor who shall free and relieve the Rowett Institute of all expenses incurred by it in relation to such goods, plant, machinery, heritable fixtures and fittings provided always that the Rowett Institute shall account to the Grantor for the proceeds of any such sale after deducting any such expenses.
8. Standard condition 12 shall be varied to the extent that save as otherwise provided for in the Missives the Grantor and the Rowett Institute shall each meet their own expenses of the preparation and

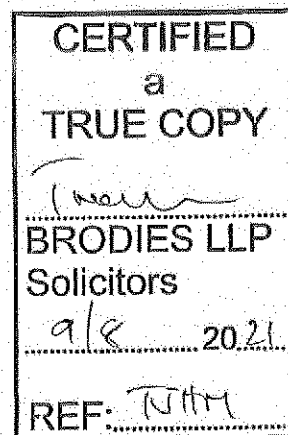
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BRODIES LLP
Solicitors
9/8/21
Ref TJH

execution of this Standard Security and any variation, restriction and discharge thereof. The Grantor shall meet the cost of registration of any of the foregoing deeds which require to be registered.

9. Each of the provisions of the Standard Security is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
10. Words and expressions used in this Schedule shall unless the context otherwise requires have the same meanings as words and expressions in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970.
11. The headings in this Schedule are for guidance only and shall not affect the interpretation of the provisions hereof.

At

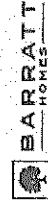


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a
TRUE COPY
[Signature]
BRODIES LLP
Solicitors
9/8/2021
REF: TJH/r

LEGEND

- RED - TITLE BOUNDARY
- GREEN - SECURITY AREA (77 UNITS)
- ORDNANCE SURVEY GRID REF
NU 88375 10021
- "A"

Drawn	Check	Issue	Date
LEGAL			
Project	R081830R0832		
Land at	Rowett South		
Location	Buckingham		
Address	Aberdeen		
Plan	Plan 2 - Security Plan		
Scale	1:2500 @ A3		
Date	11.04.20		



BARRATT NORTH SCOTLAND
1000 North Street, Aberdeen, Scotland, AB9 8QJ
Tel: 01224 411 200
Fax: 01224 411 201
www.barratthomes.co.uk

SECURITY PLAN

Scale 1:2500 @ A3

This is the plan annexed to the foregoing standard security by BDW Trading Limited in favour of The Rowett Research Institute

