

MR01

Particulars of a charge



054553/23
Companies House



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A fee is be payable with this
Please see 'How to pay' on the



A26 *A7EA0D6Q* 11/09/2018 #17
COMPANIES HOUSE

A15 *A7DHYXK8* 31/08/2018 #454
COMPANIES HOUSE

☒ **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
an instrument. Use form MR08.

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



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

1 Company details

Company number ☒ 3 2 5 7 3 8 9
Company name in full A J BELL (PP) TRUSTEES LIMITED

For official use
11131
→ **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 ☒ 2 4 / 0 8 / 2 0 1 8

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 ☒ THE SCOTTISH MINISTERS

Name

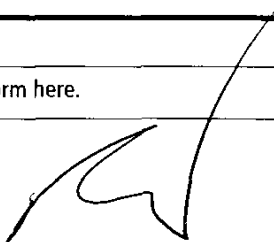
Name

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 ✓ ALL AND WHOLE THE SUBJECTS KNOWN AS 8 BONNYGATE, CUPAR KY15 4LE BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER FFE62817.	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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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. <input checked="" type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X  X This form must be signed by a person with an interest in the charge.	

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Particulars of a charge



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	MARIA SMILLIE
Company name	ANDERSON STRATHERN LLP
Address	GEORGE HOUSE
50 GEORGE SQUARE	
Post town	GLASGOW
County/Region	
Postcode	G 2 1 E H
Country	SCOTLAND
DX	GW157
Telephone	0141 242 7991



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

DX

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3257389

Charge code: 0325 7389 1131

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th August 2018 and created by AJ BELL (PP) TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2018.

Given at Companies House, Cardiff on 19th September 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Standard Security

By

AJ Bell (PP) Trustees Limited

and

Denis Martin Batts

as Trustees of the Denis Martin Batts Self Invested Pension Plan

In favour of

The Scottish Ministers

Property: 8 Bonnygate, Cupar, KY15 4LE

Lead Partner: Paul Lombardi

Contact Telephone: 0141 242 7960

Email: paul.lombardi@andersonstrathern.co.uk

STANDARD SECURITY

by

A J BELL (PP) TRUSTEES LIMITED incorporated under the Companies Acts (Registered Number 3257389) having their registered office at Trafford House, Chester Road, Manchester and **DENIS MARTIN BATTS** residing at 33 Murrayfield Gardens, Edinburgh as Trustees of the **DENIS MARTIN BATTS SELF INVESTED PENSION PLAN** and includes successors and representatives ("**Grantee**")

in favour of

THE SCOTTISH MINISTERS acting through Historic Scotland ("**Scottish Ministers**")

WHEREAS:-

- (A) The Grantee has undertaken or is about to undertake the Secured Obligations to the Scottish Ministers;
- (B) The Parties have agreed that the Secured Obligations shall be secured over the Property;

THEREFORE the Grantee hereby agrees and undertakes as follows:-

1. Definitions and Interpretation

1.1. Definitions

In this Standard Security:-

"Control Period" means the period of fifteen years commencing on the later of (i) the date of registration of this Standard Security (ii) the latest date of execution of the Secured Documentation;

"Full Reinstatement Value" means such sums as the Scottish Ministers shall from time to time consider sufficient to cover the full cost of rebuilding or reinstating the Property together with an amount to cover architects', engineers' surveyors' and other professional fees, the cost of demolition, site clearance, temporary hoarding and other works that may be required in law and incidental expenses and all Value Added Tax on such costs and others;

"Insured Risks" means the risks of fire, civil commotion, explosion, impact by aircraft, flood, storm, tempest, lightning, heave, subsidence, public liability and such other risks as the Scottish Ministers may require and which other risks are available on normal commercial terms and conditions in the UK insurance market, but expressly providing that the risks of storm, tempest, heave and subsidence are only to be insured against once enough repairs have been carried out to the Property to render them in a condition where cover for such risks is reasonably obtainable by the Grantee;

"Parties" means the Grantee and the Scottish Ministers and "Party" refers to either of them as the context requires;

"Property" means ALL and WHOLE the subjects known as 8 Bonnygate, Cupar KY15 4LE being the subjects registered in the Land Register of Scotland under Title Number FFE62817

"Secured Documentation" means any and all of:-

- (a) the grant agreement constituted by the offer of grant made by the Scottish Ministers dated 4 June 2018 and the Grantee's acceptance thereof dated 7 and 22 June 2018;
- (b) any supplementary offer of grant to be made by the Scottish Ministers and accepted by the Grantee
- (c) the Constitutive Deed granted by the heritable proprietor of the Property in favour of the Scottish Ministers and presented to the Registers of Scotland for recording/registration simultaneously with the presentation of this Standard Security;

"Secured Obligations" means all sums advanced or to be advanced to the Grantee, and other sums or obligations due or to become due or payable or to become payable by the Grantee to the Scottish Ministers, and interest on such sums advanced or to be advanced including without prejudice to the foregoing generality sums and obligations due by the Grantee in terms of the Secured Documentation;

"Standard Conditions" means 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 and "Standard Condition" means any one of them having regard to the context in which it is used;

1.2. Interpretation

Save to the extent that the context or the express provisions of this Standard Security otherwise requires, in this Standard Security:-

- 1.2.1. words importing any gender shall include all other genders;
- 1.2.2. words importing the singular number only shall include the plural number and vice versa;
- 1.2.3. obligations contained in this Standard Security undertaken by more than one person shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order and all obligations imposed on the Grantee in this Standard Security shall bind the Grantee and the Grantee's successors all jointly and severally;
- 1.2.4. words importing individuals include corporations and vice versa;
- 1.2.5. references to this Standard Security or to any other document shall be construed as reference to this Standard Security or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 1.2.6. any reference to a Clause is to the relevant Clause of this Standard Security;
- 1.2.7. reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation,

instruments or other subordinate legislation made under the relevant statute or statutory provision; and

- 1.2.8. any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

1.3. Headings

The headings in this Standard Security are included for convenience only and are to be ignored in construing this Standard Security.

2. Grant of Security

The Grantee, in security of the Secured Obligations, GRANTS a Standard Security in favour of the Scottish Ministers over the Property and hereby affirms that the Property is not a matrimonial home or a family home in relation to which a spouse or a civil partner of the Grantee has occupancy rights, all within the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) and the Civil Partnership Act 2004 (as amended).

3. Control Period

The terms of this Standard Security will subsist for the Control Period.

4. Standard Conditions

Except as otherwise stated, the Standard Conditions shall apply. The Parties agree that the Standard Conditions shall be varied to the following effect:

4.1. Restriction on Letting

With reference to Standard Condition 6 in respect of the Property this shall be deleted.

4.2. Repair and Maintenance

With reference to Standard Condition 1(a), when determining the standard of repair and maintenance to be undertaken by the Grantee, the Scottish Ministers shall be entitled to require the Grantee to undertake works in accordance with or in such a manner as to respect the historical and architectural importance of the Property as part of the Nation's heritage.

4.3. Insurance

- 4.3.1. The insurance to be effected in terms of Standard Condition 5(a) shall, be in the name of the Grantee, with the Scottish Ministers interest noted thereon, with a reputable UK insurance office and provide cover against the Insured Risks to a minimum of the Full Reinstatement Value of the Property and not its market value.
- 4.3.2. Standard Condition 5(e) shall not apply. All monies becoming payable under the policies of insurance referred to in Clause 4.2.1 shall be applied in making good the loss or damage in respect of which such monies become payable. In the event that the Scottish Ministers agree that the Property cannot be reinstated, the insurance proceeds shall be used to repay any sums due in terms of the Secured Obligations.

- 4.3.3. In the event that the Grantee is a tenant under a long lease, the terms of which prohibit the Grantee from effecting their obligations under Clauses 4.2.1 and 4.2.2, the Grantee shall procure that their landlord maintains insurance of the Property in accordance with the terms of the Lease.

5. Restrictions Relating to the Property

During the Control Period, the Grantee shall not without the consent of the Scottish Ministers:-

- 5.1. grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the Property or any part of it,
- 5.2. create a subsequent security over the Property or any part of it or convey or otherwise transfer the Property or any part of them (otherwise than by mortis causa deed),
- 5.3. make directly or indirectly any application for planning permission in relation to the Property or any part of it,
- 5.4. accept a surrender, vary the terms or consent to an assignation of any lease of the Property or any part of it
- 5.5. where the Grantee is a tenant under a long lease, (i) they shall observe and perform the tenant's obligations and enforce the due performance and observance of the landlord's obligations under the lease; (c) the Grantee shall not vary nor waive or release any obligations incumbent on the landlord under the lease without the prior written consent of the Scottish Ministers; and (d) the Grantee shall not surrender their interest in the lease nor serve a termination notice on the landlord without the prior written consent of the Scottish Ministers.

6. Ultimate Loss Clause

The security created by this Standard Security shall be a security to the Scottish Ministers for any balance which may remain due to the Scottish Ministers after applying any payments received by the Scottish Ministers from any person (including any liquidator, receiver, administrator, trustee in sequestration or trustee under any trust deed for creditors) in respect of the obligations secured by this Standard Security and the Grantee shall not be entitled to require from the Scottish Ministers any assignation of those obligations or any part of them or to rank in any liquidation, receivership, administration or sequestration or under any trust deed in respect of any payment made by the Grantee to the Scottish Ministers or to have the benefit of any securities held by the Scottish Ministers until the whole amount secured by this Standard Security has been paid or settled in full.

And the Grantee grants warrantice: IN WITNESS WHEREOF these presents printed on this and the three preceding pages are executed as follows:-

They are executed for and on behalf of A J
BELL (PP) TRUSTEES LIMITED as follows:-

Signature of Director

Signature of Director/Secretary/Witness

ADAM MARSHALL ANDREW GALLEMORE
Full name of above (print)

LAURA STEELE
Full name of above (print)

10 AUGUST 2018
Date of Signing

4 EXCHANGE QUAY
SALFORD QUAYS

4 EXCHANGE QUAY, SALFORD QUAYS
Place of Signing MANCHESTER, M5 3EE

MANCHESTER, M5 3EE
Address of witness

E. Cowan
Signature of Witness

Denis M. Batts
Signature of Denis Martin Batts

EMMA COWAN
Full name of above (print)

DENIS MARTIN BATTIS
Full name of above (print)

4 HOPE STREET

15.08.18
Date of Signing

EDINBURGH

EH2 4DB
Address of Witness

EDINBURGH
Place of Signing

Summary of application 18FFE16371			
Title number	Date of application	Subjects	Application type
FFE62817	23/08/2018	8 BONNYGATE, CUPAR, KY154LE	Dealing With Whole

Summary of deeds		
Deed	Parties	Creditor
Deed of Real Burdens	AJ Bell (PP) Trustees Limited & anr ifo Scottish Ministers	
Standard Security	A J Bell (PP) Trustees Limited & anr	SCOTTISH MINISTERS

Summary of notifications		
Date of notification	Notification type	Documents
24/08/2018	Acknowledgement	

Guidance is available on the meaning of the dates in this notification landing page