

# MR01

## Particulars of a charge



Companies House

330516/13

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](http://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](http://www.companieshouse.gov.uk)

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 must be scanned and placed on the public record. **Do not send the original.**

WEDNESDAY



\*S4C6HIL4\* #428  
22/07/2015  
SCT COMPANIES HOUSE

### 1 Company details

Company number S C 0 3 4 5 9 4

Company name in full S&J Duff Ltd

For official use

→ **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 1 7 0 7 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 The Agricultural Mortgage Corporation plc (00234742)  
Charlton Place, Charleton Road, Andover, Hampshire SP10 1RE

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.

# MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b> 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 Land at the Stables, Wester Auchentroig, Buchlyvie, Stirling FK8 3PB	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.
<b>5</b>	<b>Other charge or fixed security</b> 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 checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b> 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"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> 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"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b> Please sign the form here.  Signature X  X  This form must be signed by a person with an interest in the charge.	

# MR01

## 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 Robin Dunlop

Company name Thorntons Law LLP

Address 13 Melville Street

Post town Edinburgh

County/Region

Postcode E H 3 7 P E

Country Scotland

DX

Telephone 0131 603 8365



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



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

Company number: 34594

Charge code: SC03 4594 0007

The Registrar of Companies for Scotland hereby certifies that a charge dated 17th July 2015 and created by S & J DUFF LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd July 2015.

Given at Companies House, Edinburgh on 28th July 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# THE AGRICULTURAL MORTGAGE CORPORATION PLC

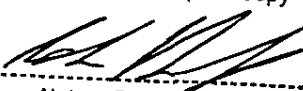
In this standard security the following expressions shall have the meanings and effect respectively set opposite to them:-

<b>The Debtor</b>	The Firm of S&J Duff & Son, Farmers of Auchentroig, Buchlyvie, Stirlingshire, and Euan Alexander MacGregor Duff and Mrs Felicity Jane Bremner Duff, both of Wester Auchentroig, Buchlyvie, Stirling FK8 3PB and S&J Duff Limited (Company Number SC034594) conform to change of name from Gartroig Farms Limited dated 2 <sup>nd</sup> September 2014 and having their registered office at Wester Auchentroig, Buchlyvie, Stirlingshire, as partners of and trustees for the said Firm, and as individuals.
<b>The Business Loan Agreement</b>	Any Business Loan Agreement and/or Flexible Loan Facility Agreement between the Debtor and AMC including the [Business Loan Agreement] [Flexible Loan Agreement] executed by the Debtor of even date herewith.
<b>The Proprietor</b>	The said S&J Duff Limited
<b>AMC</b>	<b>THE AGRICULTURAL MORTGAGE CORPORATION PLC</b> incorporated in England under the Companies Acts (Company Number 00234742) and having its Registered Office at Charlton Place, Charlton Road, Andover, Hampshire, SP10 1RE and its successors and assignees whomsoever.
<b>The Security Subjects</b>	<b>The Property known as:</b> the Stables at Wester Auchentroig and adjoining ground shown coloured blue on the plan annexed and signed as relative hereto (the Plan) which subjects form PART and PORTION of Wester Auchentroig Farm, Buchlyvie, in the Parish of Drymen and County of Stirling and  <b>more fully described in Schedule I hereof</b>

1/2005

Edinburgh.....21/07/2015.....

Confirmed a true and complete copy

Signed..........

Notary Public/Solicitor

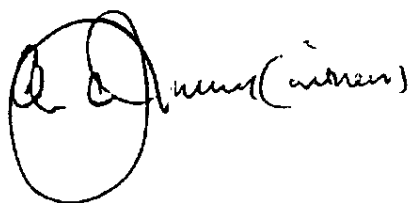
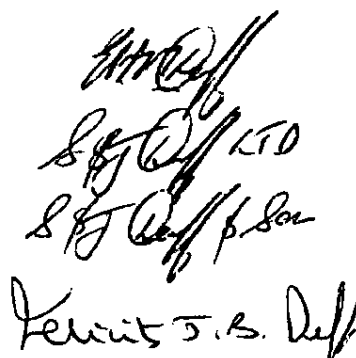
Thorntons Law LLP  
13 Melville Street  
Edinburgh  
EH3 7PE

The Proprietor in security of all sums and liabilities which are now and which may at any time hereafter become due owing or incurred by the Debtor to AMC in terms of the Business Loan Agreement and any variation extension renewal replacement or alteration thereof or for or in respect of which the Debtor may be liable to AMC on any amount or in any manner whatsoever GRANTS a Standard Security in favour of AMC over the Security Subjects; Declaring that a Certificate signed by a duly authorised officer or agent of AMC shall be sufficient to ascertain and constitute conclusively the amount or balance of principal and interest, liabilities, costs, charges and expenses due by the Debtor to AMC at the date of such Certificate.

The Standard Conditions specified in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply but the Debtor and the Proprietor agree that the said Standard Conditions shall be varied to the effect specified in Parts A and B of Schedule II hereof and the Business Loan Agreement; And the Proprietor grants warrandice;

And the Proprietor and the Debtor warrant that there are no agreements under Section 75 of the Town and Country Planning (Scotland) Act 1997 (or previously under Section 50 of the Town and Country Planning (Scotland) Act 1972) in force or in contemplation in respect of the Security Subjects or any part thereof; And the Proprietor and the Debtor consent to the registration hereof and of any such Certificate as aforesaid for execution: **IN WITNESS WHEREOF**

these typewritten presents, consisting of this and the preceding page together with the Schedules and plan annexed, are subscribed by Euan Alexander MacGregor Duff and Felicity Jane Bremner Duff and the Company name of S & J Duff Ltd and the Firm name of S & J Duff & Son adhibited by Euan Alexander MacGregor Duff as a Director and Partner thereof respectively, all at Pitlochry on 9<sup>th</sup> June 2015 before Alan Alexander Innes, Solicitor, of 51 Atholl Road, Pitlochry.

SCHEDULE I referred to in the foregoing Standard Security by S & J Duff Limited in favour of the Agricultural Mortgage Corporation plc ("AMC").

the Stables at Wester Auchentroig and adjoining ground shown coloured blue on the Plan (the "Stables Subjects") which Stables Subjects form PART and PORTION of ALL and WHOLE the farm and lands of Wester Auchentroig in the Parish of Drymen and County of Stirling comprising (FIRST) the farm and lands described in, disposed by and shown delineated in red and coloured pink on the plan annexed and signed as relative to Disposition by Michael Henry Mason in favour of Gartroig Farms Limited dated 23<sup>rd</sup> December 1959 and recorded in the Division of the General Register of Sasines applicable to the County of Stirling on 21<sup>st</sup> January 1960; (SECOND) that area of ground bounded on the west by the centre line of the Auchentroig Burn described in, disposed by and delineated and coloured pink on the plan annexed and signed as relative to Disposition by A&R Brownlie Limited in favour of Stewart MacGregor Duff dated 22<sup>nd</sup> September and recorded in the said Division of the General Register of Sasines on 1<sup>st</sup> October both months in the year 1973; (THIRD) part and portion of the farm and lands of Gartachoil described in, disposed by and shown delineated in green and coloured pink on the plan annexed and signed as relative to Disposition by Brigadier Alastair Wardrop Euing Crawford and Margrave Estates Limited in favour of James Gladstone dated 20<sup>th</sup> October and 10<sup>th</sup> November and recorded in the said Division of the General Register of Sasines on 6<sup>th</sup> December all in the year 1955; (FOURTH) that area of ground at Wester Auchentroig described in, disposed by and shown coloured blue on the plan annexed and signed as relative to Disposition by British Railways Board in favour of Gartroig Farms Limited dated 18<sup>th</sup> September and recorded in the said Division of the General Register of Sasines on 1<sup>st</sup> October both months in the year 1986; TOGETHER WITH in respect of the Stables Subjects hereby secured, (ONE) the parts, privileges and pertinents thereof and the Debtor's and the Proprietor's whole right title and interest, present and future, therein and thereto, and (TWO) there are imported into this Standard Security the burdens and servitude rights for the benefit of the Stables Subjects set out in the Deed of Conditions by the Proprietor dated of even date herewith and about to be recorded in the said Division of the General Register of Sasines for the County of Stirling.

*M. Duff*  
*S & J Duff LTD*  
*S & J Duff & Son*  
*Felix J.B. Duff*

SCHEDULE II referred to in the foregoing Standard Security by S&J Duff Limited  
in favour of The Agricultural Mortgage Corporation PLC ("AMC")

## **PART A**

### **1 DEFINITIONS**

The expressions used in this Schedule shall have the meanings and effects set out in the foregoing Standard Security.

### **2 MAINTENANCE AND REPAIR**

Standard Condition 1 shall be varied to the effect that the Debtor and/or the Proprietor shall in all respects cultivate and manage or cause to be cultivated and managed the Security Subjects and every part thereof in a good and proper and husbandlike manner and will permit AMC (or its servants, agents or otherwise whosoever) at all reasonable times to enter in and upon the Security Subjects and examine the state of repair, cultivation and condition thereof.

### **3 INSURANCE**

3.1 Standard Condition 5 shall be varied to the effect that:-

- (a) the sum for which the Security Subjects shall be insured in terms of the said Condition 5 shall be the full reinstatement cost thereof and not market value; and
- (b) the Security Subjects shall be insured in terms of the said Condition 5 in the joint names of the Debtor and/or the Proprietor. In the event that lending facilities in excess of £10,000,000 are supported by an individual dwelling(s) or building(s) we will require the property to be insured through a composite insurance arrangement

3.2 The Debtor and/or the Proprietor, if so required by and at the option of AMC, shall apply any sum received on any insurance of the Security Subjects in making good the loss and damage in respect of which the sum was received or in discharging pro tanto any sums of principal, interest and charges due or that may become due under the Standard Security, and the Debtor and/or the Proprietor shall hold any sum he may receive on such insurance for AMC and shall pay the same over to AMC on demand.

### **4 LEASES**

The Debtor and/or the Proprietor shall enforce due observance and performance of all tenant's obligations under any lease, sub-lease or other tenancy or agreement for lease to which the whole or any part of the Security Subjects is or may become subject and shall not waive, vary or agree to waive or vary any of the terms of such lease, sub-lease or other tenancy or agreement for lease nor to exercise any power to terminate or extend the same without the prior written consent of AMC.

5     RESTRICTIONS ON THE DEBTOR AND/OR THE PROPRIETOR

The Debtor and/or the Proprietor shall not without the prior consent in writing of AMC at any time during the continuance of the security:-

- (a)     create any further security or charge over the Security Subjects notwithstanding that the subsequent security or charge purports to rank after this Standard Security;
- (b)     in any way part with or share occupation of the Security Subjects or any part thereof;
- (c)     in any way create any servitudes, wayleaves, third party rights or any burdens, conditions or restrictions or others affecting the Security Subjects; and
- (d)     transfer the Security Subjects under burden of the Standard Security.

6     DEFAULT

Standard Condition 9 shall be varied to the effect that, in addition to the circumstances set out in Standard Condition 9, the Debtor and/or the Proprietor shall also be in default upon the occurrence of a default by the Debtor under the Business Loan Agreement.

7     INDEMNITY

The Debtor and/or the Proprietor undertakes to free, relieve and indemnify AMC to the latter's satisfaction against all actions, proceedings, claims for damages and expenses which may be brought or otherwise lie against AMC whether arising out of contract, delict or in any other way incurred or which may at any time be incurred by AMC itself or by any manager, agent, officer, servant or workman for whose debt, act or default AMC may be liable in any such case as a result or in consequence of AMC's connection with the Security Subjects as Standard Security holders or otherwise.

8     EXCLUSION OF LIABILITY

AMC shall not in any circumstances by reason of it taking possession of the Security Subjects or any part thereof or for any other reason whatsoever or on any other basis whatsoever be liable to account to the Debtor and/or the Proprietor for anything except AMC's own actual receipts or be liable to the Debtor and/or the Proprietor for any loss or damage arising from any realisation of the Security Subjects or omission of AMC in relation to the Security Subjects or any part thereof or from any act or default or omission of AMC in relation to the Security Subjects or any part thereof or from any exercise or non-exercise by AMC of any power, authority or discretion conferred upon it in relation to the Security Subjects or any part thereof pursuant to the Standard Security or the Conveyancing and Feudal Reform (Scotland) Act 1970 or any lawful variation thereof unless such loss or damage shall be caused by AMC's own fraud.

9 EXCLUSION OF PERSONAL BAR

AMC's rights and powers arising under the Standard Security whether express or implied shall not be prejudiced by any delay in enforcing such rights and powers or time being given to the Debtor and/or the Proprietor or any other act done or omitted by AMC which might otherwise have been deemed a waiver of such breach nor shall any single or partial exercise of such right or power preclude any further exercise of the same or the exercise of any other right, power or remedy available to it.

10 SCHEMES, QUOTAS AND COMPENSATION

10.1 Upon receipt by the Debtor and/or the Proprietor of any monies payable as compensation under any scheme (whether compulsory or voluntary) arising under European Union or domestic legislation whereby the use for agricultural purposes of the Security Subjects or any part thereof is restricted (whether permanently or temporarily) in any manner whatsoever, the Debtor and/or the Proprietor will forthwith give notice of such receipt to AMC and AMC may require that such monies be applied in reduction of the money for the time being owing to AMC.

10.2 If, under any such scheme, or any other scheme (whether compulsory or voluntary) arising under European Union or domestic legislation, a quota system of any kind exists or is introduced and a quota attaches or is allocated to the Security Subjects or the agricultural business carried out by the Debtor and/or the Proprietor on the Security Subjects the Debtor and/or the Proprietor will not without the prior consent in writing of AMC assign, lease, surrender or otherwise dispose of such quota (and AMC may in its absolute discretion grant such a consent unconditionally or upon conditions as to the application of any monies to be received by the Debtor and/or the Proprietor upon the intended disposal or upon other conditions or withhold such consent without giving any reasons).

11 COSTS, CHARGES AND EXPENSES

In addition and without prejudice to the obligations contained in Standard Condition 12 the Debtor and/or the Proprietor shall be personally liable for all costs, charges and expenses properly incurred by AMC under the Standard Security and such sums together with the sums referred to in Standard Condition 12 and interest on all such sums at a rate to be specified by AMC shall be deemed to be secured by the Security Subjects under the Standard Security.

12 MOVEABLES

In the event of AMC entering into possession of the Security Subjects AMC may, as agent for the Debtor and/or the Proprietor at the expense of the Debtor and/or the Proprietor remove, store sell or otherwise deal with any stock, crop or implements or other moveable items which the Debtor and/or the Proprietor shall fail or refuse to remove or which shall not be capable of being removed and AMC shall not be liable for any loss or damage thus occasioned to the Debtor and/or the Proprietor.

13 PROVISIONS SEVERABLE

Each of the provisions of the Standard Security (and its Schedules) 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.

14 NOTICES

Any notice or other communication under the Standard Security to AMC or the Debtor and/or the Proprietor shall be in writing and sent by recorded delivery or left addressed to it at its address specified in the Standard Security or such other address as it may from time to time notify to the other party. Any notice shall be deemed to have been received when delivered (if sent by hand) or if sent by recorded delivery on the second business day after the time of posting. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the other party in accordance with this condition.

15 INTERPRETATION

15.1 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.

15.2 The headings in this Schedule are for guidance only and shall not affect the interpretation of the provisions hereof.

**PART B****SCHEDULE OF SPECIAL CONDITIONS**

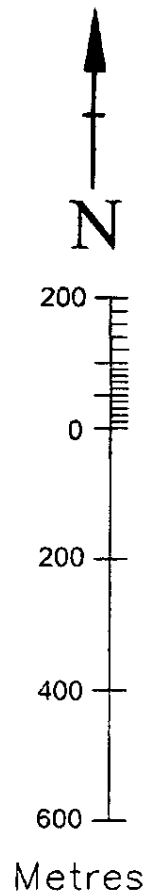
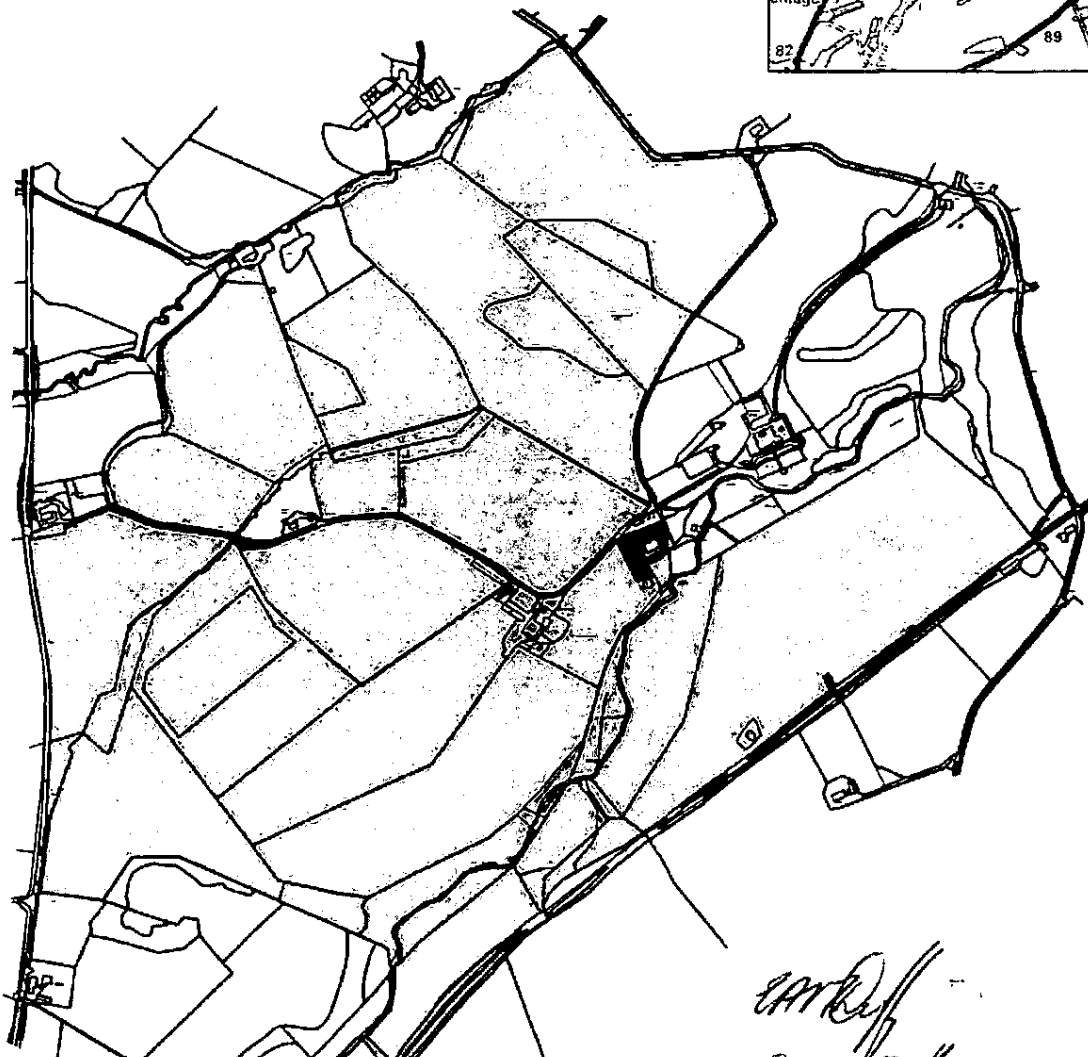
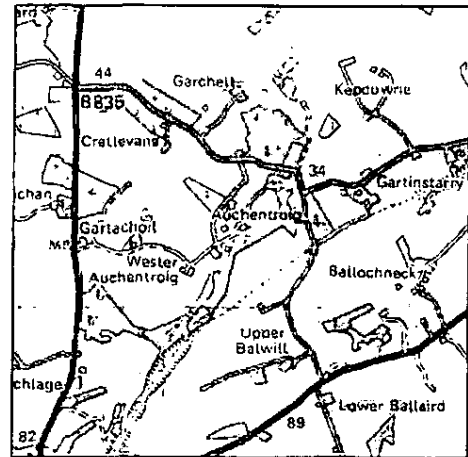
Edinburgh	21/07/2015
Confirmed a true and complete copy	
Signed	
Notary Public/Solicitor	

Thorntons Law LLP  
13 Melville Street  
Edinburgh  
EH3 7PE

Kerity J.B. Duff

THIS IS THE PLAN REFERRED TO in the foregoing  
Standard Security by S & J Duff Ltd in favour  
of The Agricultural Mortgage Corporation  
plc. dated 9th June 2015

# LOCATION



Edinburgh 21/07/2015  
Confirmed a true and complete copy  
Signed *[Signature]*  
Notary Public/Solicitor

Buchlyvie - June 2015

Area of Ground 270.232 acres  
Shaded Pink: 109.359 hectares

Area of Ground 1.936 acres  
Shaded Blue and Yellow: 0.784 hectares

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*[Handwritten signatures and notes]*  
S & J Duff Ltd  
S & J Duff Ltd  
Permit J. b. Duff

Drawing Ref:- 27182/PH/V4/P

**CPS County Property Searches**

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Email: enquiries@countypropertysearches.co.uk

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48 Scott Street  
Perth  
PH1 5EH

www.countypropertysearches.co.uk

**Thorntons Law LLP**  
13 Melville Street  
Edinburgh  
EH3 7PE

**STANDARD SECURITY**

by

S&J Duff Limited

in favour of

**THE AGRICULTURAL  
MORTGAGE  
CORPORATION PLC**

2015

Subjects: Wester Auchentroig Farm, Buchlyvie,  
Stirlingshire including "the Stables"

Dated:

Recorded: