107111/13

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge

laserform

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 within 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

S54124S9
SCT 02/04/2016 #168
COMPANIES HOUSE

1 Company details

For official use 1770

Company number	S C 0 5 7 7 0 9
Company name in full	STEWART MILNE GROUP LIMITED

→ **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	d 2 d 3 m 0 m 3 y 2 y 0 y 1 y 6

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	BANK OF SCOTLAND PLC (SC327000)
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

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.

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.

Brief description

The area of ground extending to 0.67 hectares or thereby at Mugiemoss Road, Bucksburn, Aberdeen shown coloured blue on the Plan attached to the standard security and being the subjects undergoing registration in the Land Register of Scotland under Title Number ABN119152 under exception of the properties known as 1 Goodhope Lane and 31,33,35,37,39 and 41 Goodhope Gardens, Bucksburn Aberdeen

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**

[x] **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

[x] **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.

[x] **Yes**

☐ **No**

8 Trustee statement ❶

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.

☐

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

9 Signature

Please sign the form here.

Signature

Signature

X David Lerry for Shepherd & Wedderburn LLP Agents for Bank of Scotland Plc 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 David Lewis

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900

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: 57709

Charge code: SC05 7709 0170

The Registrar of Companies for Scotland hereby certifies that a charge dated 23rd March 2016 and created by STEWART MILNE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd April 2016.

Given at Companies House, Edinburgh on 11th April 2016

Companies House

REGISTRAR OF COMPANIES FOR SCOTLAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

CERTIFIED A TRUE COPY

David Lewis, Solicitor

FOR AND ON BEHALF OF
SHEPHERD AND WEDDERBURN LLP

1 April 2016 DATE

STANDARD SECURITY

by

Stewart Milne Group Limited

in favour of

Bank of Scotland plc

as Security Agent

Subjects comprising Phase 3, Mugiemoss Road, Bucksburn, Aberdeen

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STANDARD SECURITY

Part 1: Details

Interpretation	Clause 10 will apply to the interpretation of this Standard Security.
Parties	**Chargor** and **Security Agent** each as described below.
Chargor	**Name:** Stewart Milne Group Limited **Company Number:** SC057709 **Incorporated in:** Scotland **Registered Office:** Peregrine House, Mosscroft Avenue, Westhill Business Park, Westhill, Aberdeen AB32 6TQ
Security Agent	**Name:** Bank of Scotland plc **Company Number:** SC327000 **Incorporated in:** Scotland **Registered Office:** The Mound, Edinburgh EH1 1YZ as security trustee for the Secured Parties pursuant to the Intercreditor Agreement.
Secured Obligations	shall have the same meaning given to that expression in the Intercreditor Agreement.
Property	The area of ground comprising Phase 3, Mugiemoss Road, Bucksburn, Aberdeen as more particularly described in Clause 10.
Governing Law	The Law of Scotland

Part 2: General Terms

1. Undertaking to Pay

1.1 Undertaking to Pay

The Chargor shall on demand in writing made to it in accordance with the terms of the relevant Finance Document pay or discharge the Secured Obligations when the same are due and payable.

1.2 Certificates Conclusive

The Chargor agrees with the Security Agent that a certificate signed by any manager or officer of the Security Agent as to the amount or nature of the Secured Obligations or any part of them will, in the absence of manifest error, be conclusive and binding on the Chargor.

2. Standard Security

2.1 Standard Security

The Chargor as a continuing security for the payment and discharge of the Secured Obligations hereby grants a standard security in favour of the Security Agent over the Property.

2.2 Incorporation and Variation of Standard Conditions

(a) The Standard Conditions and any lawful variation thereof operative for the time being shall apply to the standard security granted pursuant to Clause 2.1.

(b) The Standard Conditions shall be varied in accordance with the express provisions of this Standard Security and the provisions of the other Finance Documents and the Chargor agrees that the undertakings and the obligations on the debtor's part and the rights of the creditor contained in the Standard Conditions (as thus varied) shall be in addition to the undertakings and obligations on the part of the Chargor and the rights of the Security Agent respectively contained in the Finance Documents.

3. Movables

3.1 Dealing with Movables

Following the occurrence of a Declared Default, the Security Agent shall be entitled (in the name of the Chargor and in such manner and on such terms as the Security Agent shall consider appropriate) to use, remove, store, sell, dispose of, or otherwise deal with any Movables of the Chargor which are on or in the Property, subject only to an obligation to account to the Chargor for any price received by the Security Agent for any of the Movables net of the costs incurred by the Security Agent in selling or otherwise dealing with the Movables.

3.2 Indemnity against Costs

The Chargor undertakes to keep the Security Agent indemnified against all costs and expenses incurred by the Security Agent and any claims made by any person against the Security Agent in respect of any dealing by the Security Agent with any Movable.

4. Negative Pledge

The Chargor shall not, without the prior written consent of the Security Agent;

4.1 create or permit to subsist any Security over the Property (other than Permitted Security); or

4.2 sell, transfer, lease or otherwise dispose of all or any part of or interest in the Property, or agree to do so, whether absolutely or in security (other than as a result of a Permitted Disposal or a Permitted Security).

5. Default

Without prejudice to the generality of Standard Condition 9(1)(b), the Chargor shall be held to be in default for the purposes of this Standard Security on the occurrence of a Declared Default.

6. Warrandice

The Chargor grants warrandice.

7. Settlements Conditional

7.1 Amounts Avoided

If the Security Agent believes, on reasonable grounds, that any amount paid by the Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason then for the purposes of this Standard Security, such amount shall not be considered to have been paid.

7.2 Discharge Conditional

Any settlement, discharge or release between the Chargor and any Secured Party shall be conditional upon no security or payment to or for that Secured Party by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

8. Assignation

8.1 Assignation by the Chargor

The Chargor may not assign or otherwise deal with its rights or obligations under or interests in this Standard Security.

8.2 Assignation by the Security Agent

Save as otherwise provided in the Finance Documents, the Security Agent may at any time (in accordance with the terms of the Intercreditor Agreement) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Standard Security (or all or any of its rights under this Standard Security) and/or any of its obligations under this Standard Security to any person.

8.3 Disclosure

The Security Agent will be entitled to make disclosures that are permitted pursuant to clause 41 (*Confidentiality*) of the Facilities Agreement.

9. Notices

Any communication to be made under or in connection with this Standard Security (other than any Calling-up-Notices or Notices of Default which shall be served in accordance with Sections 19 and 21, respectively, of the Act) shall be made in accordance with Clause 21 (*Notices*) of the Intercreditor Agreement.

10. Definitions and Interpretation

10.1 Definitions

In this Standard Security, unless the context otherwise requires:

"**Act**" means the Conveyancing and Feudal Reform (Scotland) Act 1970;

"**Chargor**" means the party described as such in the Details;

"**Declared Default**" means:

(a) an Event of Default in respect of which notice has been served by the Agent exercising any of its rights under Clause 27.20 (*Acceleration*) of the Facilities Agreement;

(b) an Event of Default in respect of which the Facilities are cancelled in full; or

(c) an Event of Default under Clause 27.1 (*Non-payment*) of the Facilities Agreement, Clause, 27.6 (*Insolvency*) of the Facilities Agreement, Clause 27.7 (*Insolvency proceedings*) of the Facilities Agreement and Clause 27.8 (*Creditors' process*) of the Facilities Agreement and in each case which is continuing;

"**Details**" means the section headed "Details" forming Part 1 of this Standard Security;

"**Facilities Agreement**" means the facilities agreement originally dated 7 November 2013 between, amongst others, the Chargor and the Security Agent as amended from time to time in relation to term loan and revolving credit facilities of initially up to £225,000,000;

"**Intercreditor Agreement**" means the intercreditor agreement dated 7 November 2013 between, amongst others, the Chargor and the Security Agent;

"**Movables**" means (except to the extent that they constitute fixtures) all or any fittings, furnishings, decorations, materials, furniture, plant, machinery, equipment, apparatus, computers, vehicles, tools, implements, utensils and all other items used or intended to be used in connection with the Property;

"**Plan** " means the plan annexed and signed as relative hereto;

"**Property**" means ALL and WHOLE the area of ground extending to approximately 0.67 hectares or thereby at Mugiemoss Road, Bucksburn, Aberdeen shown coloured blue on the Plan, which subjects are currently undergoing registration in the Land Register of Scotland under Title Number ABN119152, but always excepting therefrom All and WHOLE (i) the property known as 1 Goodhope Lane, Bucksburn, Aberdeen currently undergoing registration in the Land Register of Scotland under Title Number ABN124858; (ii) the property known as 39 Goodhope Gardens, Bucksburn, Aberdeen currently undergoing registration in the Land

Register of Scotland under Title Number ABN125094; (iii) the property known as 37 Goodhope Gardens, Bucksburn, Aberdeen currently undergoing registration in the Land Register of Scotland under Title Number ABN125324; (iv) the property known as 41 Goodhope Gardens, Bucksburn, Aberdeen currently undergoing registration in the Land Register of Scotland under Title Number ABN125545; (v) the property known as 35 Goodhope Gardens, Bucksburn, Aberdeen currently undergoing registration in the Land Register of Scotland under Title Number ABN125765; (vi) the property known as 33 Goodhope Gardens, Bucksburn, Aberdeen currently undergoing registration in the Land Register of Scotland under Title Number ABN125964; and (vii) the property known as 31 Goodhope Gardens, Bucksburn, Aberdeen currently undergoing registration in the Land Register of Scotland under Title Number ABN126293; Together with, by way of security and not exception, (One) the whole fixtures and fittings pertaining thereto (Two) the parts, pertinents and privileges thereof and (Three) the Chargor's whole right, title and interest, present and future, therein and thereto;

"**Security Agent**" means the party described as such in the Details;

"**Standard Conditions**" means the standard conditions as specified in Schedule 3 to the Act; and

"**Secured Obligations**" means the Secured Obligations described as such in the Details.

10.2 **Construction**

(a) In this Standard Security (unless the context otherwise requires) any reference to:

(i) the "**Security Agent**", any "**Secured Party**" or any other person are to be construed so as to include its successors in title, permitted assignees and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;

(ii) a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, varied, supplemented, substituted or novated from time to time;

(iii) words importing the singular are to include the plural and vice versa and words denoting any gender shall include all genders; and

(iv) a Clause is to a clause in this Standard Security.

(b) Clause headings are for ease of reference only and are not to affect the interpretation of this Standard Security.

(c) Terms defined in the Facilities Agreement and in the Intercreditor Agreement shall, unless otherwise defined in this Standard Security, have the same meaning when used in this Standard Security.

(d) In the event of any conflict between the terms of this Standard Security (including the Standard Conditions) and the terms of the Facilities Agreement, the Facilities Agreement shall prevail to the extent of such conflict or inconsistency.

11. Governing Law

This Standard Security and any non-contractual obligations arising out of or in connection with it shall be governed by and construed according to Scots law save that to the extent that the provisions of the

Finance Documents are incorporated into this Standard Security by the operation of Clause 2, such provisions shall be given effect to in accordance with English law insofar as Scots law permits.

12. Consent to Registration

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

13. Intercreditor Agreement

This Standard Security is subject to the terms of the Intercreditor Agreement for so long as it is in force.

IN WITNESS WHEREOF this Standard Security consisting of this, the five preceding pages and the Plan annexed is executed as follows: SUBSCRIBED for and on behalf of

STEWART MILNE GROUP LIMITED

at WESTHILL

on 9 MARCH 2016

by

JOHN SLATER-FEARN

Print Name

Director/~~Authorised Signatory~~

before this witness:

SCOTT C MARN.

(Witness)

SCOTT CRAIG MARTIN Full Name

PINESIDE HOUSE

WESTHILL

Address

B3315.408 27799145 1 DXL

Live: 33872664 v 1

Areas outlined orange =, 2.355Ha(5.819acres)

RED LINE AREAS,
Area north and west of Goodhope Road = 5.3507Ha (13.222acres)

Area south and east of Goodhope Road = 4.3964Ha (10.864acres)

Total Areas = 9.747Ha (24.086acres)

Phase 1
Phase 2
Phase 3

N

HALLIDAY FRASER MUNRO
CHARTERED ARCHITECTS · PLANNING CONSULTANTS
ABERDEEN · BELFAST · DUNDEE · EDINBURGH · GLASGOW

BARRATT HOMES

Mugiemoss Road, Aberdeen
BARRATT NORTH SCOTLAND

STEWART MILNE HOMES - overlay with securities areas

Scale: 1:1000 (A1), 1:2000 (A3)
Date: 30 June 2014
Dwg No: A4639 / D(-) 09 rev.G