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

MR01

Particulars of a charge



Companies House

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

SATURDAY



S3M53OKQ

SCT

06/12/2014

#318

COMPANIES HOUSE

1 Company details

Company number S C 0 5 7 7 0 9

Company name in full STEWART MILNE GROUP LIMITED

50 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 0 3 1 2 2 0 1 4

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 CHURCHILL HOMES (ABERDEEN) LIMITED

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

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4	Brief description	
Brief description	<p>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.</p> <p>ALL and WHOLE those areas of ground at Carron Den, Stonehaven, being the 6 areas of ground delineated in red on the Plan (as defined in the instrument) extending to 4.71 acres or thereby and those 2 areas of ground shown delineated in blue on the Plan (as defined in the instrument) extending to 0.60 acres or thereby. For more details please refer to the instrument.</p>	<p>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".</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>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.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>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.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>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.</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature  X</p> <p>FOR AND ON BEHALF OF BRODIES LLP</p> <p>This form must be signed by a person with an interest in the charge.</p>	X

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 **KERRIE MCQUEEN**

Company name **BRODIES LLP**

Address **BRODIES HOUSE**

31-33 UNION GROVE

Post town **ABERDEEN**

County/Region **ABERDEENSHIRE**

Postcode **A B 1 0 6 S D**

Country **SCOTLAND**

DX **AB 10**

Telephone **01224 392 294**



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 0150

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd December 2014 and created by STEWART MILNE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th December 2014.

Given at Companies House, Edinburgh on 12th December 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



STANDARD SECURITY

relating to


CARRON DEN, STONEHAVEN

WE, STEWART MILNE GROUP LIMITED, a company incorporated under the Companies Acts (Registered Number SC057709) and having its Registered Office at Peregrine House, Mosscroft Avenue, Westhill Business Park, Westhill, Aberdeen, AB32 6TQ (herein called the "**Grantor**") HEREBY IN SECURITY of the obligation to pay the Second Instalment (as defined in the Missives) and any interest and expenses which may become due thereon (the "**Secured Obligations**") by the Grantor to CHURCHILL HOMES (ABERDEEN) LIMITED, a company incorporated under the Companies Acts (Registered Number SC115752) and having their Registered Office at 6 Alford Place, Aberdeen, AB10 1YD (hereinafter referred to as the "**Seller**") in terms of the missives entered into between the Grantor and the Seller constituted said missives by formal letters exchanged between Brodies LLP on behalf of the Seller, and Burness Pauli LLP on behalf of the Grantor dated 9 and 15 April, 16 May, 15 and 18 August, 30 October and 18 and 19 November all dates of 2014 (the "**Missives**" and which expression shall include any amendments, variations, supplements or novations thereof or thereby) GRANT a Standard Security in favour of the Seller over ALL and WHOLE those areas of ground at Carron Den, Stonehaven, being the six areas of ground shown delineated in red on the plan annexed and executed as relative hereto (the "**Plan**") and extending in total to 4.71 acres or thereby and those two areas of ground shown delineated in blue on the Plan and extending in total to 0.60 acres or thereby which subjects form part and portion of ALL and WHOLE the subjects (SECOND) described in, disposed by and delineated in red and coloured pink on the plan annexed and signed as relative to Disposition by Margaret Carnegie or Miller in favour of the Firm of J.G. & J. Jamieson dated Twenty-fifth October and Third November and recorded in the Division of the General Register of Sasines applicable to the County of Kincardine on Tenth November, all months in the year Nineteen hundred and Eighty-nine (Fiche 337, Frame 1) (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

Certified a true copy

Aberdeen

28/11/2014


for and on behalf of Burness Pauli LLP

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 and consents to registration for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the Plan and the schedule annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of
the said Stewart Milne Group Limited

at Westhill, Aberdeen

on 27th November 2014

by Nicholas Gray

Print Full Name

before this witness

Robert John Emsen

Print Full Name

[Redacted]
Witness

Address

[Redacted]

[Redacted]

1

2

3

4

This is the Schedule of Variations referred to in the foregoing Standard Security granted by Stewart Milne Group Limited in favour of Churchill Homes (Aberdeen) Limited in relation to ground at Carron Den, Stonehaven

SCHEDULE

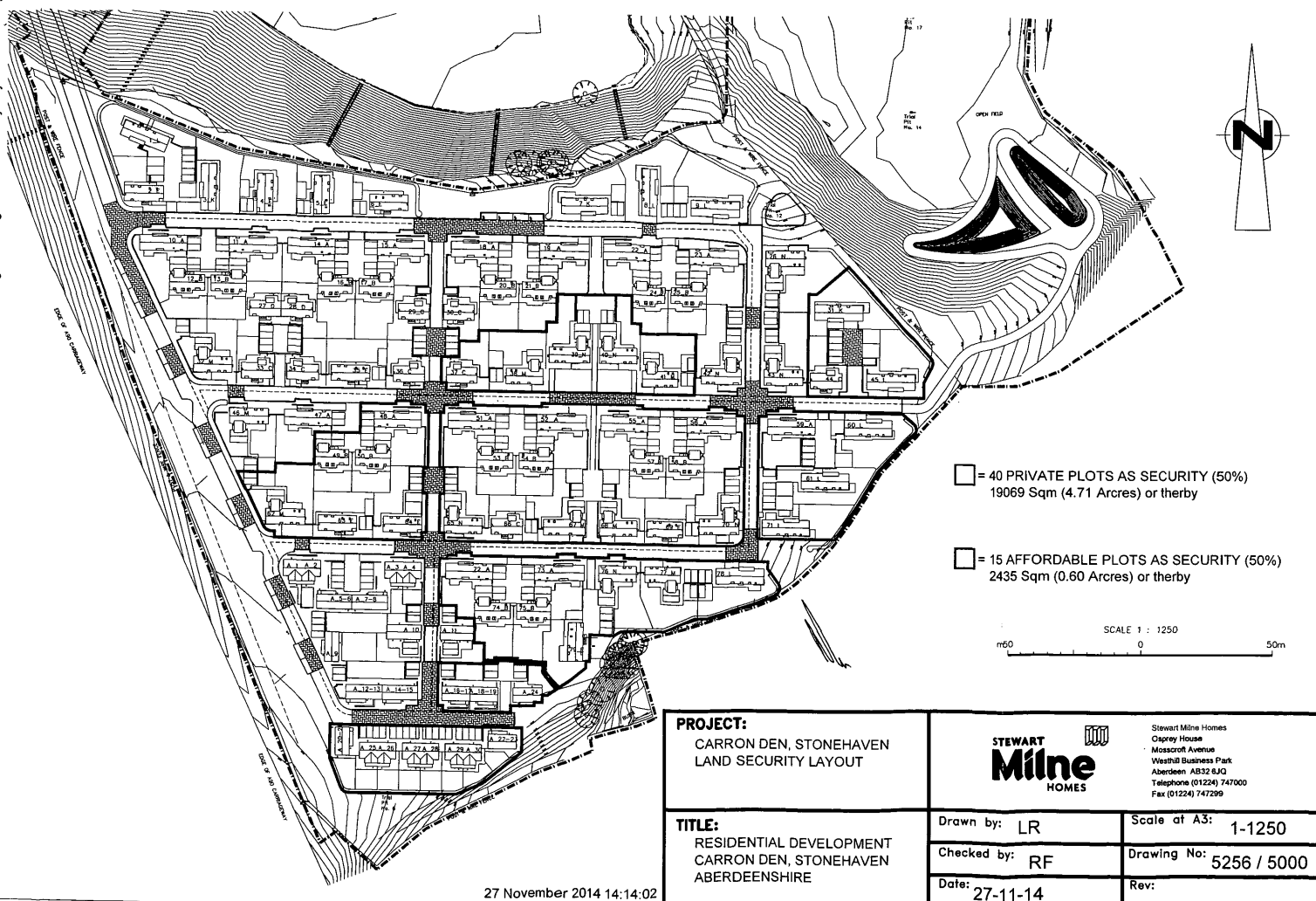
- 1 Standard Conditions 1, 2 4 and 5 shall be delete and shall not apply.
- 2 Condition 7 of the Standard Conditions shall apply as if references to "the standard conditions" therein are references to the Standard Conditions as varied hereby.
- 3 With reference to Condition 8 of the Standard Conditions, the Standard Security may be called up by notice, but such notice shall have a reduced period of one month and the two month period specified by Schedule 6, Form A of the Act shall not apply.
- 4 Condition 9(1)(b) of the Standard Conditions shall be deleted and substituted by the following:-

"where there has been a failure to comply with any requirement arising out of the security by the Grantor or failure by the Grantor to make timeous payment of the Secured Obligations or any material breach by the Grantor of the Secured Obligations."
- 5 Condition 12 of the Standard Conditions is amended by the deletion of the words "the whole expenses of the preparation and execution of the standard security and".
- 6 With reference to Condition 12 of the Standard Conditions, the Grantor shall only be personally liable to the Seller for any variation, restriction and discharge of this Standard Security and, where any of those deeds are recorded, the recording thereof, where such variation, restriction and discharge is requested by the Grantor.
- 7 The Grantor shall not until the Secured Obligations have been satisfied, implemented or paid in full dispose or part with possession of the Site with or without the burden of this Standard Security.
- 8 The undertakings and obligations on the part of the Grantor contained in this Standard Security shall be in addition to, and not in substitution for, the undertakings and obligations on the part of the Grantor contained in the Missives.
- 9 For the purposes of this Standard Security any reference to the Site shall include a reference to any part or parts thereof and where there is any conflict between the Standard Conditions and the terms of the Standard Security and the Missives, the Standard Security and the Missives shall prevail and shall have effect in preference to the Standard Conditions.

- 10 The Grantor shall not at any time during the continuance of the Standard Security be entitled to grant deeds of conditions or other real rights, servitudes and wayleaves properly required in respect of the development of the Site without first obtaining the prior written consent of the Seller (such consent not to be unreasonably withheld or delayed and taking into account the requirements of any relevant planning conditions, declaring that in the event that the Seller fails to respond within 10 working days of a request by the Grantor, the Seller shall be deemed to have consented), but provided always that where (i) any such deed grants or reserves rights which are to be exercisable over and across routes designated by the planning permission or statutory consents associated therewith for the Site or any variation or amendment thereof or (ii) both areas are to benefit or are to be burdened and there is uniformity in treatment of 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 then in such circumstances the consent of the Seller shall be deemed declaring that the Grantor shall be obliged to intimate a copy of the deed to the Seller within 3 working days of it being registered.
- 11 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.
- 12 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.
- 13 The headings in this Schedule are for guidance only and shall not affect the interpretation of the provisions hereof.



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PROJECT:
CARRON DEN, STONEHAVEN
LAND SECURITY LAYOUT

TITLE:
RESIDENTIAL DEVELOPMENT
CARRON DEN, STONEHAVEN
ABERDEENSHIRE

STEWART
Milne
HOMES

Stewart Milne Homes
Osprey House
Mosscroft Avenue
Westhill Business Park
Aberdeen AB32 6JQ
Telephone (01224) 747000
Fax (01224) 747299

Drawn by: LR

Scale at A3: 1-1250

Checked by: RF

Drawing No: 5256 / 5000

Date: 27-11-14

Rev:

