

MR01 105909/617

## Particulars of a charge

**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.**



### 1 Company details

Company number S C 0 5 7 7 0 9

Company name in full Stewart Milne Group Limited (the "Chargor")

For official use  
1 6 2  
→ **Filing 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 d2 d2 m0 m7 y2 y0 y1 y5

### 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 (the "Lender")

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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**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

Land to the east of Tilston Road, Malpas and registered at HM Land Registry under title numbers CH536849, CH524448, CH541179 and CH636476.

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**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

☐ No

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**Floating charge**

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

☒ Yes Continue

☐ 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.

☒ Yes

☐ No

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**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.

☐

① This statement may be filed after the registration of the charge (use form MR06).

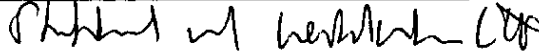
9

**Signature**

Please sign the form here.

Signature

Signature

  
☒ for and on behalf of Shepherd and Wedderburn LLP (acting for the Lender) ☒

This form must be signed by a person with an interest in the charge.

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**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 B3315.399/LOS/NHJR

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 473 5666



**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)**

CERTIFIED A TRUE COPY

Signature: 

Date: 23 July 2015

LEGAL CHARGE

By

STEWART MILNE GROUP LIMITED

And

BANK OF SCOTLAND PLC as Security Agent



SHEPHERD+ WEDDERBURN

Form of Charge filed at H M Land Registry under reference MD1077M

**IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before signing this document.**

This **LEGAL CHARGE** is made the 22 day of July 2015

**BETWEEN:**

- (1) **The Borrower:** as described in the Schedule below; and
- (2) **BoS:** **BANK OF SCOTLAND PLC** incorporated under the Companies Act with company number SC327000 and having its Registered Office at The Mound, Edinburgh EH1 1YZ as security trustee for the Secured Parties pursuant to the Intercreditor Deed (the "**Security Agent**").

**IT IS AGREED IN THIS DEED** as follows:

1. In this Charge the following words have the meanings set out below:-
  - "**BoS**" means the Security Agent;
  - "**Conditions**" means BoS's Commercial Charge Conditions (2007 Edition);
  - "**Intercreditor Deed**" means the intercreditor deed made between, amongst others, the Borrower and BoS dated 7 November 2013 (as amended, restated, supplemented, novated or replaced from time to time);
  - "**Secured Liabilities**" and "**Rental Sums**" have the same meanings as in the Conditions;
  - "**Secured Obligations**" has the same meaning as in the Intercreditor Deed;
  - "**Secured Parties**" has the same meaning as in the Intercreditor Deed;
  - "**Property**" means the property described in the Schedule below.
2. The Borrower agrees to pay to BoS the Secured Liabilities and the Secured Obligations when BoS demands in writing.
3. The Borrower with full title guarantee charges to BoS as security for the Secured Liabilities and the Secured Obligations:-
  - 3.1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property;
  - 3.2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
  - 3.3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of this Charge;
  - 3.4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities and the Secured Obligations;
  - 3.5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under this Charge; and

- 3.6 if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.
4. All of the provisions of the Conditions shall be deemed to apply to this Charge as though they were set out here in full.
5. If the title to the Property is registered at H.M. Land Registry, the Borrower applies to the Chief Land Registrar to enter upon the register of title to the Property a restriction that no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated *22nd July 2015* in favour of the Security Agent referred to in the charges register.
6. The Borrower confirms that it has received a copy of the Conditions.
7. This Charge shall take effect as a Deed.
8. A person who is not a party to this Charge shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Charge.
9. This Charge shall be governed by and construed in accordance with English Law.

**IN WITNESS** this Charge has been executed as a Deed and delivered on the date at the top of this Charge.

**THE SCHEDULE**

(A) "The Borrower" means (name)

(B) **Stewart Milne Group Limited**

(Registered number)

**SC057709**

of (Registered Office)

**Peregrine House  
Mosscroft Avenue  
Westhill Business Park  
Westhill  
Aberdeen AB32 6TQ**

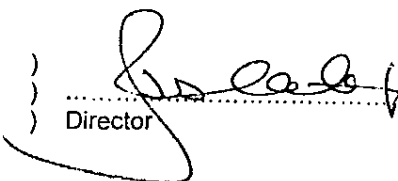
(B) "Property" means the freehold property known as **land to the west of Tilston Road, Malpas** as the same is registered at H. M. Land Registry under Title Numbers CH524448, CH536849, CH636476 and CH541179 together with such right title and interest as the Borrower may have in the land shown coloured blue on the plan attached to a transfer dated 17 March 2015 and made between Bryan Hughes (1) and the Borrower (2).

Form of Charge filed at H M Land Registry under reference MD1077M

BoS Corp Legal Charge

V 03/10

Executed as a Deed  
by Stewart Milne Group Limited  
acting by

}   
Director

in the presence of:

Witness Signature:

Name:

Address:

*S. Dault*  
*Stephen Dault*  
*46 Woppenhall Road*  
*Warrington*  
*Land Director*

Occupation:

Signed for and on behalf of Bank of Scotland plc by:

Signature: .....

Name: .....

Designation: .....

Address for registration and service

Bank of Scotland plc  
Credit Fulfilment  
Level 5  
110 St Vincent Street  
Glasgow  
G2 5ER



**FILE COPY**

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

Company number: 57709

Charge code: SC05 7709 0162

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd July 2015 and created by STEWART MILNE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2015.

Given at Companies House, Edinburgh on 31st July 2015



**Companies House**



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