

MR01

Particulars of a charge



Companies House

364370/13

364370/13

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

☒ **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
21 days beginning with the day after the date of creation of the charge.
If the form is 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
scanned and placed on the public record. Do not send the original.



S4H433EG

SCT

01/10/2015

#112

COMPANIES HOUSE

11/10/15

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

THURSDAY

1 Company details

Company number

S	C	0	5	7	7	0	9
---	---	---	---	---	---	---	---

Company name in full STEWART MILNE GROUP LIMITED

2 Charge creation date

Charge creation date

2	5	0	9	2	0	1	5
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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 GEORGE ANDREW RITCHIE MORRISON JUNIOR

Name GAIL ALEXANDRA RITCHIE MORRISON OR SCOTT OR GIRLING

Name MARK GIRLING

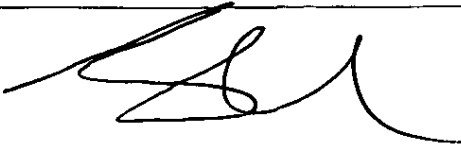
Name

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 THOSE AREAS OF GROUND AT EAST HUXTERSTONE, KINGSWELLS, ABERDEEN SHOWN DELINEATED IN RED AND HATCHED IN BROWN AND HATCHED IN BLUE ON THE PLAN ANNEXED TO THE STANDARD SECURITY. 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 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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**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 **Shaun Mackintosh**

Company name **Peterkins Solicitors**

Address **100 Union Street**

Post town **Aberdeen**

County/Region

Postcode **A B 1 0 1 Q R**

Country **Scotland**

DX **AB 3**

Telephone **01224 428000**

**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 0165

The Registrar of Companies for Scotland hereby certifies that a charge dated 25th September 2015 and created by STEWART MILNE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2015.

Given at Companies House, Edinburgh on 8th October 2015



Companies House



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

MIL/1193/06092/JAS/SGA

~~Burness Paull~~

STEWART MILNE GROUP LIMITED

as Debtor

and


**GEORGE ANDREW RITCHIE MORRISON JUNIOR, GAIL ALEXANDRA
RITCHIE MORRISON OR SCOTT OR GIRLING AND MARK GIRLING**

as Creditor

CERTIFIED AS A
TRUE COPY OF THE
ORIGINAL SUBJECT
TO THE EXCLUSION
OF PERSONAL INFORMATION
PERMITTED BY SECTION
859G OF THE COMPANIES
ACT 2006.

STANDARD SECURITY

in respect of Overage obligations at Huxterstone, Kingswells

 N.P.
Aberdeen.

FJ0113900501

Live: 27757308 v 1

Live: 31106142 v 6

We, STEWART MILNE GROUP LIMITED, incorporated under the Companies Acts (Company Number SC057709) and having our Registered Office at Peregrine House, Mosscroft Avenue, Westhill Business Park, Westhill, Aberdeen (hereinafter referred to as "the Debtor") hereby in security for performance of the obligations undertaken by the Debtor to (FIRST) pay any Overage Payment and/or (SECOND) re-sell the after defined Security Subjects or any part thereof in terms of the missives concluded between the Debtor on the one hand and (i) GEORGE ANDREW RITCHIE MORRISON JUNIOR, residing at 4 Wellside Gardens, Kingswells, Aberdeen; (ii) GAIL ALEXANDRA RITCHIE MORRISON OR SCOTT OR GIRLING, residing at Mill Of Monquich Farmhouse, Netherley, Stonehaven, Aberdeenshire, Scotland, AB39 3QR; and (iii) MARK GIRLING, residing at 6 Huxterton Court, Kingswells, Aberdeen (hereinafter together referred to as "the Creditor") on the other hand comprising said missives formal offer to purchase dated 6 July 2015 from Burness Paull LLP on behalf of the Debtor to Peterkins on behalf of the Creditor and acceptance thereof from Peterkins on behalf of the Creditor to Burness Paull LLP on behalf of the Debtor dated 6 July 2015; (the "Missives") and in security of all expenses, costs, losses, damages or liability howsoever incurred from time to time by the Creditor arising from the non-performance and/or breach by the Debtor of the Missives (together "the Secured Liabilities") (declaring for the avoidance of doubt that if the Debtor is sequestrated or has a liquidator, receiver or administrator appointed or becomes bankrupt, or is wound up or otherwise ceases to exist, or enters into any arrangement with its creditors or otherwise enters into or has some other form of insolvency arrangement or procedure imposed on it such shall not prejudice the Creditor's rights in terms of this Security and the Secured Liabilities shall continue to be owed to the Creditor until they are actually paid or satisfied in full) HEREBY GRANT a standard security in favour of the said George Andrew Ritchie Morrison Junior, the said Gail Alexandra Ritchie Morrison or Scott or Girling; and the said Mark Girling and their executors and assignees whomsoever over ALL and WHOLE that area of ground shown bounded in red and green and hatched purple and shown

bounded in red and green and hatched brown on the plan annexed and signed as relative to this Standard Security (the "Security Subjects") which area of ground comprise (i) part and portion of the subjects more particularly described in Disposition by George Bruce in favour of Mark Girling and Mrs Gail Alexandra Ritchie Girling dated 13 and registered in the Division of the General Register of Sasines for the County of Aberdeen on 18, both days in August 1992; and (ii) the subjects more particularly described in, disposed by and coloured in red on Plan No.2 annexed and signed as relative to the Disposition by George Bruce in favour of George Andrew Ritchie Morrison and Mrs Margaret MacKay Morrison dated 13 and recorded in the Division of the General Register of Sasines for the County of Aberdeen on 18, both days in August 1992;

TOGETHER WITH:-

- 1 The whole mines, metals and minerals within and under the subjects hereby secured insofar as we have right thereto;
- 2 The whole buildings and erections (if any) and fittings and fixtures therein and thereon;
- 3 Our whole right, title and interest, present and future therein and thereto; and
- 4 The whole parts, privileges and pertinents effeiring thereto;

The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) and any lawful variation thereof operative for the time being shall apply and those standard conditions shall be varied as follows:

1. Standard Conditions 1, 2 and 5 (a) shall be delete and shall not apply;
2. The Debtor shall not without the prior consent in writing of the Creditor at any time during the continuance of the security create a security or charge over the

Security Subjects ranking or purporting to rank prior to or pari passu with the Standard Security.

3. The Debtor shall not at any time during the continuance of the Standard Security create a security or charge over the Security Subjects ranking or purporting to rank subsequent to the Standard Security without the Debtor, the Creditor and the creditor under such subsequent standard security first having entered into a ranking agreement in terms of which all sums due or at any time to become due in terms of the Standard Security (including any interest and the expenses reasonably incurred by the Creditor in calling-up the Standard Security and realising or attempting to realise the security subjects, or any part thereof) rank prior to and in preference to the said subsequent Standard Security.
4. The Debtor shall not without the prior consent in writing of the Creditor (such consent not to be unreasonably withheld) at any time during the continuance of the security:-
 - (a) in any way create any servitudes, wayleaves, third party rights or any burdens, conditions or restrictions or others affecting the Security Subjects, EXCEPT THAT the Creditor hereby consents to the grant of (i) any wayleaves or other servitude rights and any normal ancillary and common rights which the Debtor, acting reasonably in all cases requires to grant (and which in the case of wayleaves or servitude rights any normal ancillary and common rights over any roadway or footpath shall not be exclusive rights) in favour of any third parties over the Security Subjects providing always that in no circumstances shall the Debtor be entitled to grant any servitudes or wayleaves, or other

common rights which would be materially prejudicial to the beneficial development of the Security Subjects; and (ii) the rights, burdens and conditions contained and referred to any Deed of Conditions by the Debtor approved in advance in writing by the Creditor (such approval not to be unreasonably withheld or delayed), and the Creditor shall agree to be a party to any such deed as consentors for their interest created by this Standard Security;

(b) transfer the Security Subjects under burden of the Standard Security.

5. 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.

6.. Condition 12 of the Standard Conditions is amended to the extent that the Debtor and the Creditor shall pay their own costs in connection with the preparation and execution of the standard security".

7. Subject as aftermentioned, the Creditor consents to the construction or creation by the Debtor or their nominees or their respective agents and contractors of any infrastructure (including without prejudice to the foregoing generality roads, pavements, access ways, landscaped and public areas, drainage, water and other services infrastructure and visibility splays) required to be constructed or created within the Security Subjects in terms of any planning permission or any related section 75 or similar agreement pursuant to the Missives and to use the Security Subjects for site compound, storage and other necessary purposes connected with the development of any other subjects in

the vicinity (hereinafter referred to as "the Infrastructure Works"), but subject to the following conditions:

- (a) The Debtor or the foresaids, shall not be entitled to carry out any Infrastructure Works, to the extent or in such a way as the same would be materially prejudicial to the beneficial development of the Security Subjects in accordance with any such planning permission or related section 75 or similar agreement;
 - (b) The Infrastructure Works shall be carried out in a proper and workmanlike manner, and in accordance with all applicable statutes, regulations and codes of practice;
 - (c) All damage to the Security Subjects caused in the carrying out of the Infrastructure Works permitted in terms of this Standard Security shall be made good to the Creditor's reasonable satisfaction as soon as reasonably practicable by the Debtor, but that only to the extent that such damage would materially prejudice the development of the security subjects or would materially increase the costs of such development, or as are required to maintain a safe and secure site,
 - (d) The Debtor shall exhibit such information and documentation as is reasonably requested by the Creditor in relation to any such Infrastructure Works.
8. The Missives shall not be deemed to have terminated in the event that the Debtor is sequestrated or has a liquidator, receiver or administrator appointed or becomes bankrupt, or is wound up or otherwise ceases to exist, or enters

into any arrangement with its creditors or otherwise enters into or has some other form of insolvency arrangement or procedure imposed on it.

9. With reference to standard condition 9(1) of said Act the occurrence of a breach of the Missives and/or the terms hereof by the Debtor shall constitute default within the meaning of standard condition 9(1)(b).

10. 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.

11. 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.

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

And we the Debtor grant warrantice: IN WITNESS WHEREOF these presents printed on this and the preceding 5 pages together with the plan annexed are executed as follows:-

Signed for and on behalf of Stewart Milne Group Limited by its duly authorised signatory as follows:-

Authorised Signatory

JOHN SINCLAIR LOW

Full name

13/8/15

Date of Signature

WESTHILL

Place of Signature

Witness

JANICE REITH

Full Name

OSPIREY HOUSE

Address

10 OSPIREY AVENUE, WESTHILL

Signed by George Andrew Ritchie Morrison Junior as follows:-


Signature

GEORGE ANDREW RITCHIE MORRISON JUNIOR

Full name

14 AUGUST 2015

Date of Signature

ABERDEEN

Place of Signature


Witness

GORDON GEDDES DOMINIC FRASER


Full Name

1 CARDEN PLACE, ABERDEEN

Address

AB10 1UT

Signed by Gail Alexandra Ritchie Morrison or Scott or Girling as follows:-


Signature GAIL ALEXANDRA RITCHIE MORRISON

OR SCOTT OR GIRLING PER HER ATTORNEY

Full name SHAUN ROBERT MACKINTOSH

14 AUGUST 2015

Date of Signature

ABERDEEN

Place of Signature


Witness

GORDON GEDDES DOMINIC FRASER

Full Name

1 CARDEN PLACE, ABERDEEN

Address

AB10 1UT

Signed by Mark Girling as follows:-


Signature

MARK GIRLING

Full name

14 AUGUST 2015

Date of Signature

ABERDEEN

Place of Signature


Witness

GORDON GEDDES DOMINIC FRASER

Full Name

1 CARDEN PLACE, ABERDEEN

Address

AB10 1UT

