

S(4397)617

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 accompanied by a 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.**

FRIDAY



SCT 28/11/2014 #150
COMPANIES HOUSE

1 Company details

Company number S C 1 4 6 7 0 7
Company name in full TULCHAN SPORTING ESTATES LIMITED

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 2 0 1 1 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 THE JACARANDA CONSULTANCY SARL
(AS SECURITY AGENT)

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.

Brief description

THE TULCHAN ESTATE BEING THE SECURITY SUBJECTS
DETAILED IN THE SCHEDULE TO THE INSTRUMENT (FOR
MORE DETAILS PLEASE REFER TO 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.

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

☒ No

6

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

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.

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X

FOR AND ON BEHALF OF BURNES PAULL LLP

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 **LEILA MCDUGALL**

Company name **BURNES PAULL LLP**

Address **50 LOTHIAN ROAD**

FESTIVAL SQUARE

Post town **EDINBURGH**

County/Region

Postcode **E H 3 9 W J**

Country

DX **ED73 EDINBURGH**

Telephone **0131 473 6000**



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: 146707

Charge code: SC14 6707 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th November 2014 and created by TULCHAN SPORTING ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2014.

Given at Companies House, Edinburgh on 2nd December 2014

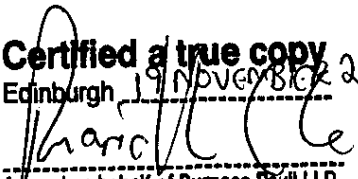


Companies House



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

~~Burness Paull~~

Certified a true copy
Edinburgh 19 November 2014

for and on behalf of Burness Paull LLP

TULCHAN SPORTING ESTATES LIMITED
as Chargor

and

THE JACARANDA CONSULTANCY SÀRL
as Security Agent for the Lenders

STANDARD SECURITY
in respect of subjects at the Tulchan Estate

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INSTRUMENT

by

- (1) **TULCHAN SPORTING ESTATES LIMITED**, a company incorporated under the Companies Acts with registered number SC146707 and having its registered office at 15 Atholl Crescent, Edinburgh, EH3 8HA (the "**Chargor**")

in favour of

- (2) **THE JACARANDA CONSULTANCY SÀRL**, having its registered office at Route Des Acacias 24, 1227, Les Acacias, Geneva as trustee and agent for the Lenders (as defined in the Facility Agreement referred to below) (the "**Security Agent**")

CONSIDERING THAT:-

- (i) the Lenders have agreed to make a loan facility available under the Facility Agreement (as defined below);
- (ii) one of the conditions precedent to the availability of the facility referred to in paragraph (i) above is that the Chargor grants to the Security Agent this standard security.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:-

"Facility Agreement" means the £3.7 million facility agreement dated on or about the date of this Instrument and made between the Chargor, the Lenders and the Security Agent;

"Lenders" has the meaning given to it in the Facility Agreement;

"Secured Liabilities" means all present and future obligations and liabilities of the Chargor to the Secured Parties (or any of them) under the Finance Documents, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Secured Parties (or any of them) in accordance with the terms of the Finance Documents; and

the **"Security Subjects"** means the subjects listed in the schedule to this Instrument together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive effecting thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto.

1.2 Construction

- 1.2.1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Instrument, the same meaning in this Instrument.
- 1.2.2 The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Instrument as though they were set out in full in this Instrument except that references to the Facility Agreement are to be construed as references to this Instrument.
- 1.2.3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.
- 1.2.4 If the Security Agent considers that an amount paid to it or any Lender is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Instrument.

2 BOND

The Chargor undertakes to the Security Agent for itself and as agent and trustee for the Lenders that it will pay or discharge to the Security Agent all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge.

3 CHARGE

The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Security Agent over the Security Subjects.

4 STANDARD CONDITIONS

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply and the Chargor agrees that the Standard Conditions shall be varied to the effect that:-

- 4.1 the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Security Agent;
- 4.2 the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value; and

- 4.3 wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Facility Agreement.

5 ENFORCEMENT

Upon the occurrence of an Event of Default and the Security Agent giving notice to the Chargor that this Standard Security is enforceable:-

- 5.1 the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions; and
- 5.2 the Security Agent shall be able to take warrant of summary ejection against the Chargor, for the purposes of obtaining possession of the Security Subjects.

6 NOTICE OF SUBSEQUENT CHARGE

If the Security Agent or any other Secured Party receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Security Agent and each other Secured Party may open a new account or accounts in the name of the Chargor and, if or insofar as the Security Agent or such other Secured Party does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or to another Secured Party shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Security Agent or such Secured Party at the time the notice was received.

7 APPLICATION OF ENFORCEMENT PROCEEDS

- 7.1 All monies received by the Security Agent under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Security Agent under this Instrument, in the following order:-

7.1.1 firstly, in or towards satisfaction of the Secured Liabilities in such order as the Security Agent shall in its absolute discretion decide; and

7.1.2 secondly, any surplus shall be paid to the Chargor or any other person entitled thereto.

- 7.2 Nothing contained in this Instrument shall limit the right of the Security Agent (and the Chargor acknowledges that the Security Agent is so entitled) if and for so long as the

Security Agent, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.

8 ASSIGNATION BY THE SECURITY AGENT

The Security Agent may assign and transfer all of its rights and obligations under this Instrument to a replacement Security Agent appointed in accordance with the terms of the Facility Agreement. Upon such assignation and transfer taking effect, the replacement Security Agent shall be and be deemed to be acting for itself and as trustee for the Lenders for the purposes of this Instrument in place of the previous Security Agent.

9 EXPENSES AND INDEMNITY

The Chargor must:

- 9.1 immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Instrument by the Security Agent, attorney, manager, agent or other person appointed by the Security Agent under this Instrument including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- 9.2 keep each of them indemnified against any failure or delay in paying those costs or expenses.

10 NOTICES

All notices, requests, demands and other communications to be given under this Instrument shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement and the terms of clause 29 (Notices) of the Facility Agreement shall apply *mutatis mutandis* to this Instrument as though that clause were set out in full in this Instrument.

11 GOVERNING LAW AND JURISDICTION

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Agent, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Security Agent to proceed against the Chargor in any other appropriate jurisdiction.

12 **WARRANTICE AND CONSENT TO REGISTRATION**

12.1 The Chargor hereby grants warrantice.

12.2 A certificate signed by any official, manager or equivalent account officer of the Security Agent shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation: IN WITNESS WHEREOF these presents consisting of this, the preceding 4 pages and the schedule are executed as follows:-

THE CHARGOR

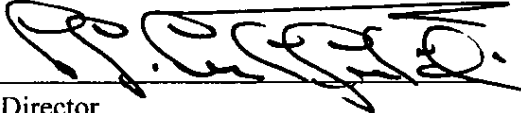
SUBSCRIBED for and on behalf of
the said TULCHAN SPORTING
ESTATES LIMITED

at HEASE, DERBYSHIRE

on 12 NOVEMBER 2014

by LEON GEORGE WILKINSON


Print Full Name


Director

before this witness

JONATHAN MILES PRUTTON

Print Full Name


Witness

Address

CROXEN ARBET

CROXEN

STAFFORDSHIRE

This is the schedule referred to in the foregoing standard security between Tulchan Sporting Estates Limited and The Jacaranda Consultancy Sàrl dated 12 November 2014

SCHEDULE

THE SECURED SUBJECTS

ALL and WHOLE (FIRST) ALL and WHOLE the Lands and Estate of Tulchan, comprising Tulchan Lodge Estate, Advie Estate and Culfoichbeg Estate which Lands and Estate lie in the United Parish of Inverallan, Cromdale and Advie and County of Moray and are shown delineated within the outer red boundary line and shaded pink on the Plan Number One annexed and signed as relative to Disposition by the Trustees of The Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield and The Right Honourable Ian Derek Francis Ogilvie-Grant, Earl of Seafield with consent thereinmentioned in favour Tulchan Estate Company Limited dated Twenty-eighth February, Second, Seventh and Seventeenth March and Ninth April and recorded in the Division of the General Register of Sasines applicable to the County of Moray on Twenty-sixth April all in the year Nineteen hundred and seventy-three; BUT EXCEPTING THEREFROM (One) ALL and WHOLE the lands and others more particularly described in and in feu farm disposed by (a) Feu Charter by The Right Honourable Caroline, Countess Dowager of Seafield in favour of the Great North of Scotland Railway Company dated Seventh June and recorded in the said Division of the General Register of Sasines on Sixteenth September both months in the year Eighteen hundred and ninety-seven (b) Feu Charter between The Right Honourable Caroline, Countess Dowager of Seafield and the Great North of Scotland Railway Company dated Seventh June and recorded in the said Division of the General Register of Sasines on Twenty-first September both months in the year Eighteen hundred and ninety-seven (c) Feu Charter between The Right Honourable Caroline, Countess Dowager of Seafield and the Great North of Scotland Railway Company dated Twenty-second October and recorded in the said Division of the General Register of Sasines on Ninth December both months in the year Eighteen hundred and ninety-eight (d) Feu Charter by The Right Honourable Caroline, Countess Dowager of Seafield in favour of Charles Fraser Grant dated Seventh June Eighteen hundred and ninety seven and recorded in the said Division of the General Register of Sasines on Twenty sixth March Nineteen hundred and one (e) Feu Charter by The Right Honourable Caroline, Countess Dowager of Seafield in favour of the Trustees for the Public Hall at Advie dated Third and recorded in the said Division of the General Register of Sasines on Twenty-sixth April both months of Nineteen hundred and eleven (f) Feu Charter by the Trustees of the Right Honourable Caroline, Countess Dowager of Seafield in favour of the Co-operative Permanent Building Society dated Twenty-third January

and Second June and recorded in the said Division of the General Register of Sasines on Eighth July, all months of Nineteen hundred and forty-seven (g) Feu Contract between the Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield and the Trustees of Frances McBain dated Sixth and Twelfth May and Eighth and Tenth June and recorded in the said Division of the General Register of Sasines and Twenty-fifth June, all months of Nineteen hundred and fifty nine (h) Feu Contract between the Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield and John Rennie dated Third, Ninth and Eleventh July and recorded in the said Division of the General Register of Sasines on Third October, both months of Nineteen hundred and fifty-nine (i) Feu Contract between the Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield with consent and Donald MacIntosh and Mrs Annie Marjory Macintosh dated Fifth, Eighteenth, Twenty-fourth and Twenty-sixth May and recorded in the said Division of the General Register of Sasines on Thirteenth June, both months of Nineteen hundred and sixty-one (j) Feu Disposition by The Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield in favour of Miss Helen Winwick Peterkin dated Tenth October and recorded in the said Division of the General Register of Sasines on Third November, both months of Nineteen hundred and sixty-five (k) Feu Disposition by The Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield in favour of Donald Grant Sharp and Another dated Twenty-ninth and Thirtieth January and recorded in the said Division of the General Register of Sasines on Thirteenth February, both months of Nineteen hundred and sixty-eight (l) Feu Disposition by the Trustees of the Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield in favour of Robert Duncan Gee and another dated Twenty-eighth May and First June and recorded in the said Division of the General Register of Sasines on Ninth June, both months of Nineteen hundred and Seventy (m) Feu Disposition by the Trustees of the Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield in favour of John Macphail dated Second, Fifth and Ninth and recorded in the said Division of the General Register of Sasines on Seventeenth, all days of November Nineteen hundred and Seventy (n) Feu Disposition by the Trustees of the Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield in favour of Gregor Allan Grant and another dated Thirtieth and Thirty-first May and Eighth June and recorded in the said Division of the General Register of Sasines on Seventeenth July, all months of Nineteen hundred and Seventy-two; (o) Feu Disposition by the Trustees of the Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield in favour of Harold Cook and another dated Sixth, Twelfth and Twentieth April and Twenty-eighth July and recorded in the said Division of the General Register of Sasines on Sixteenth October, all months of Nineteen hundred and Seventy-two; (p) Feu Disposition by the Trustees of the Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield in favour of Malcolm Richard Clark and another dated Fourth, Twelfth and Twentieth April and

Twenty-eighth July and recorded in the said Division of the General Register of Sasines on Eighteenth October, all months of Nineteen hundred and Seventy-two; and (q) Feu Disposition by the Trustees of the Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield in favour of Major John Keith Heyes and another dated Fourth, Twelfth and Twentieth April and Twenty-eighth July and recorded in the said Division of the General Register of Sasines on Eighteenth October, all months of Nineteen hundred and Seventy-two; (Two) ALL and WHOLE those several areas of ground in the said United Parish and County shown delineated in red and coloured either blue, green or white and marked A, B, C, D, E, F, G, H and I on the said Plan Number One annexed and signed as relative to the last mentioned Disposition and shown in greater detail on the Plan Number Two annexed and signed as relative to the last mentioned Disposition and that area of ground in the said United Parish and County delineated in red and coloured green and marked J on the said Plan Number One; (Three) ALL and WHOLE that area of ground extending to Two acres and three hundred and eighteen decimal or one-thousandth parts of an acre or thereby at Advie in the said United Parish and County with Dalvey Farmhouse and others thereon and being the subjects described in and disposed by Disposition by Enessy Co., S.A. with consent therein mentioned in favour of James Smith MacDonald dated Fifth and Twenty-third November and recorded in the said Division of the General Register of Sasines on Second December both months in the year Nineteen hundred and seventy-six; (TFour) ALL and WHOLE that area of ground at Shennach Farm extending to Four hundred and forty-seven decimal or one-thousandth parts of an acre or thereby in the said United Parish and County with Shennach Farmhouse and others erected thereon being the subjects described in and disposed by Disposition by Enessy Co., S.A. in favour of Frederick Roy Rutter dated Twenty-first and recorded in the said Division of the General Register of Sasines on Twenty-eighth both days of March Nineteen hundred and seventy-seven; (Five) ALL and WHOLE those two areas of ground extending respectively to One acre and eight hundred and thirty-six decimal or one-thousandth parts of an acre or thereby and Six hundred and twelve decimal or one-thousandth parts of an acre or thereby in the said United Parish and County being the subjects described in and disposed by Disposition by Enessy Co., S.A. in favour of Major John Keith Heyes and Jean Mary Dorse or Heyes dated Twenty-fifth April and recorded in the said Division of the General Register of Sasines on Eighteenth July both months in the year Nineteen hundred and seventy-seven; (Six) ALL and WHOLE that area of ground extending to One acre and fifty-one decimal or one-hundredth parts of an acre or thereby in the said United Parish and County known as Auchnahannet Cottage, Braes of Castle Grant, Grantown on Spey being the subjects described in and disposed by Disposition by Enessy Co., S.A. in favour of Garth Thomas Youde and Mrs Doris Irene Youde dated Fifth June and recorded in the said Division of the General Register of Sasines on Sixth July both

months in the year Nineteen hundred and seventy-eight; (Seven) ALL and WHOLE that area of ground extending to Two hundred and four decimal or one-thousandth parts of an acre or thereby in the said United Parish and County being the subjects described in and disposed by Disposition by Enessy Co., S.A. in favour of Thomas James Gibson and Mrs Yvonne Margaret Dennison or Gibson dated Twentieth August and recorded in the said Division of the General Register of Sasines on Fifteenth September both months in the year Nineteen hundred and seventy-eight as fortified by Disposition by Enessy Co., S.A. in favour of Thomas James Gibson and Mrs Yvonne Margaret Dennison or Gibson dated Fifteenth December Nineteen hundred and seventy-eight and recorded in the said Division of the General Register of Sasines on Twenty-ninth May Nineteen hundred and seventy-nine; ; (Eight) ALL and WHOLE that area of ground extending to Twenty-five decimal or one-hundredth parts of an acre or thereby at Shennach Farm in the said United Parish and County being the subjects described in and disposed by Disposition by Enessy Co., S.A. in favour of Frederick Roy Rutter dated Tenth and recorded in the said Division of the General Register of Sasines on Twenty-eight both days of December Nineteen hundred and seventy-nine; (Nine) ALL and WHOLE that area of ground extending to Three hundred and sixty-two decimal or one-thousandth parts of an acre or thereby at Advie in the said United Parish and County being the subjects described in and disposed by Disposition by Enessy Co., S.A. in favour of Mrs Phyllis Grace Kimber dated Fifteenth April and recorded in the said Division of the General Register of Sasines on Fifteenth May both months in the year Nineteen hundred and eighty; (Ten) ALL and WHOLE that area of ground extending to Seven hundred and fifty-nine decimal or one-thousandth parts of an acre or thereby at Dalvey, Advie in the said United Parish and County with Aird Farmhouse and others thereon being the subjects described in and disposed by Disposition by Enessy Co., S.A. in favour of Major Clive Reginald Brayshaw and Mrs Elizabeth Honour Jackson or Brayshaw dated Eighth October Nineteen hundred and eighty-one and recorded in the said Division of the General Register of Sasines on Second January Nineteen hundred and eighty-two; (Eleven) ALL and WHOLE that plot or area of ground consisting of roadside verge adjoining and lying to the north of Route A95 at Milton of Dalvey, Advie in the said United Parish and County being the subjects described in and disposed by Statutory Conveyance by Enessy Co., S.A. in favour of Highland Regional Council dated Fifteenth September and recorded in the said Division of the General Register of Sasines on Twenty-fifth October both months in the year Nineteen hundred and eighty-two; (Twelve) ALL and WHOLE that area of ground extending to Three decimal or one-tenth parts of an acre or thereby in the said United Parish and County being the subjects described in and disposed by Disposition by Enessy Co., S.A. in favour of Brian Malcolm Vere Thomas and Mrs Susan Mary Lorelei Thomas dated Twelfth October Nineteen hundred and eighty-three and recorded in the said Division of the

General Register of Sasines on Eighteenth March Nineteen hundred and eighty-four; (Thirteen) ALL and WHOLE those four plots or strips of ground adjoining the A95 road to the east of Mains of Dalvey, aforesaid in the said United Parish and County being the subjects described in and disposed by Statutory Conveyance by Ennessy Co., S.A. in favour of Highland Regional Council dated Twenty-second February and recorded in the said Division of the General Register of Sasines on Eighth March both months in the year Nineteen hundred and eighty-five; (Fourteen) ALL and WHOLE the area of land extending to sixteen decimal or one-hundredth parts of a hectare or thereby on the west side of the road between Upper Delliefure Farm and Ballinlagg Farm as described in and feu farm disposed by the Feu Disposition by Ennessy Co. S.A in favour of Hugh Montgomerie Adcock and Sandra Sigrid Adcock dated Twenty-first October and recorded in the said Division of the General Register of Sasines on Twentieth November, both months of Nineteen hundred and eighty-six; (Fifteen) ALL and WHOLE the area of land extending to one acre and ninety five decimal or one-hundredth parts of an acre or thereby at Culfocihbeg by Advie as described in and feu farm disposed by the Feu Disposition by Ennessy Co. S.A in favour of Raymond Harold Lock and Irene May Lock dated Tenth April and recorded in the said Division of the General Register of Sasines on Twelfth May, both months of Nineteen hundred and eighty-eight (Sixteen) ALL and WHOLE the area of land extending to one hectare and one decimal or one-hundredth parts of a hectare or thereby on the west side of the road between Upper Delliefure Farm and Ballinlagg Farm as described in and feu farm disposed by the Feu Disposition by Ennessy Co. S.A in favour of Hugh Montgomerie Adcock and Sandra Sigrid Adcock dated Nineteenth October and recorded in the said Division of the General Register of Sasines on Third November, both months of Nineteen hundred and eighty-eight; (Seventeen) ALL and WHOLE the area of land extending to five acres and sixteen decimal or one-hundredth parts of an acre or thereby and forming part of Advie Wood as described in and feu farm disposed by the Feu Disposition by Ennessy Co. S.A in favour of Ann Geraldine Whiting dated Nineteenth October and recorded in the said Division of the General Register of Sasines on Twenty-fourth November, both months of Nineteen hundred and eighty-eight; (Eighteen) ALL and WHOLE the subjects extending to Six hectares and forty seven decimal or one-hundredth parts of a hectare or thereby with property known as Strathtulchan thereon as registered in the Land Register of Scotland under Title Number MOR9932; (Nineteen) ALL and WHOLE the area of land extending to one acre and ninety five decimal or one-hundredth parts of an acre or thereby at Culfocihbeg by Advie as described in and feu farm disposed by the Feu Disposition by Ennessy Co. S.A in favour of Raymond Harold Lock and Irene May Lock dated Twenty sixth June and recorded in the said Division of the General Register of Sasines on Thirtieth August, both months of Nineteen hundred and eighty-nine; (Twenty) ALL and WHOLE the area of land extending to three acres or thereby at

Culfocihmore Farm as described in and feu farm disposed by the Feu Disposition by Ennessy Co. S.A in favour of James McConachie and Moira Jean McConachie dated Eleventh May and recorded in the said Division of the General Register of Sasines on Tenth September, both months of Nineteen hundred and ninety (Twenty-one) ALL and WHOLE the area of land extending to ten acres and twenty-five decimal or one-hundredth parts of an acre or thereby at Easter Culfocihmore as described in and feu farm disposed by the Feu Disposition by Ennessy Co. S.A in favour of Timothy John Kirwood and Iona Mary Nicole De Fresnes or Kirkwood dated Twenty-ninth October and recorded in the said Division of the General Register of Sasines on Twenty-first November, both months of Nineteen hundred and ninety (Twenty-two) ALL and WHOLE the area of land with Camriach Cottage thereon as described in and feu farm disposed by the Feu Disposition by Ennessy Co. S.A in favour of George Leslie Mallinson dated Thirtieth June Nineteen hundred and ninety and recorded in the said Division of the General Register of Sasines on Seventeenth January Nineteen hundred and ninety-one (Twenty-three) ALL and WHOLE the area of land extending to three acres and three decimal or one tenth parts of an acre or thereby as described in and feu farm disposed by the Feu Disposition by Ennessy Co. S.A in favour of Nicholas Sarah Fletcher dated Ninth December Nineteen hundred and ninety and recorded in the said Division of the General Register of Sasines on Eighth January Nineteen hundred and ninety-one (Twenty-four) ALL and WHOLE the area of land extending to two thousand three hundred and eighty three square metres or thereby adjacent to Straan Cottage as described in and feu farm disposed by the Feu Disposition by Ennessy Co. S.A in favour of William Geoffrey George Woodhouse and Janet Patricia Woodhouse dated Eighteenth November Nineteen hundred and ninety-one and recorded in the said Division of the General Register of Sasines on Sixteenth December Nineteen hundred and ninety-one (Twenty-five) ALL and WHOLE that area of ground extending to Seven hundred and nineteen decimal or one-thousandth parts of an acre or thereby in the said United Parish and County with Knockanbuie Cottage, thereon being the subjects described in and disposed by Disposition by Enessy Co., S.A. in favour of Rysaffe Limited dated Thirteenth and Eighteenth and recorded in the said Division of the General Register of Sasines on Twentieth all days of August Nineteen hundred and ninety-two (Twenty-six) ALL and WHOLE the area of land extending to thirty-nine decimal or one-hundredth parts of a hectare or thereby with four cottages known as Milton Cottages thereon as described in and feu farm disposed by the Feu Disposition by Ennessy Co. S.A in favour of James Smith Macdonald dated Twenty-sixth March and recorded in the said Division of the General Register of Sasines on Twenty-first April, both months of Nineteen hundred and ninety-three (Twenty seven) ALL and WHOLE subjects at Garvault as more particularly described in and disposed by Disposition by Tulchan Sporting Estates Limited in favour of Royston Douglas

Cole and Janette Barbara Cole dated Tenth September and recorded in the said Division of the General Register of Sasines on Twelfth October, both months of Nineteen hundred and ninety-five (Twenty-eight) ALL and WHOLE the area of land with Mains of Advie Farmhouse thereon as described in and feu farm disposed by the Feu Disposition by Tulchan Sporting Estates Limited in favour of Christopher Richard Excell and Caroline Mary Excell dated Twentieth and recorded in the said Division of the General Register of Sasines on Twenty-sixth, both days of August Nineteen hundred and ninety-seven; (Twenty-nine) ALL and WHOLE the area of land extending to two hundred and seventeen square metres or thereby at Camriach Cottage as described in and feu farm disposed by the Feu Disposition by Tulchan Sporting Estates Limited in favour of George Leslie Mallinson dated Twentieth and recorded in the said Division of the General Register of Sasines on Seventeenth April, both months of Nineteen hundred and ninety-eight (Thirty) ALL and WHOLE that area of land at Bridge of Duair extending to three hundred and fifty five square metres or thereby as more particularly described in and conveyed by the Conveyance by Tulchan Sporting Estates Limited in favour of the Scottish Ministers dated Eleventh September and recorded in the said Division of the General Register of Sasines on Seventeenth October, both months of Two thousand and (Thirty-one) the subjects known as Culfoichbeg Bungalow and registered in the Land Register of Scotland under Title Number MOR11968 (SECOND) ALL and WHOLE that area of ground extending to Four hundred and forty-eight acres or thereby and known as Straan Wood in the said United Parish and County and comprising (a) ALL and WHOLE that area or piece of ground in the said United Parish and County extending to One hundred and thirty-four acres and one decimal or one-tenth part of an acre or thereby and being the subjects shown delineated in red on the plan annexed and signed to Disposition by William Robert Mackenzie Watson and Others as Executors therein mentioned in favour of the Trustees of The Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield dated Eighth April and subsequent dates and recorded in the said Division of the General Register of Sasines on Twenty-second July all in the year Nineteen hundred and seventy-four; (b) ALL and WHOLE that area of ground in the said United Parish and County extending to sixty-six acres and two decimal or one-tenth parts of an acre or thereby and being the subjects shown delineated in red on the plan annexed and signed as relative to Disposition by William Robert Mackenzie Watson and Others in favour of the Trustees of The Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield dated Twenty-sixth January and subsequent dates and recorded in the said Division of the General Register of Sasines on Sixteenth July all in the year Nineteen hundred and seventy-six; (c) ALL and WHOLE that area or piece of ground in the said United Parish and County extending to One hundred and twelve acres and eight decimal or one-hundredth parts of an acre or thereby and being the subjects shown delineated in red on the plan annexed and signed as relative to

Disposition by William Robert Mackenzie Watson and Others in favour of the Trustees of The Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield dated Twenty-eighth January and subsequent dates and recorded in the said Division of the General Register of Sasines on Third November all in the year Nineteen hundred and seventy-eight; (d) ALL and WHOLE that area or piece of ground in the said United Parish and County extending to Fifty-seven acres and five decimal or one-hundredth parts of an acre or thereby and being the subjects shown delineated in red on the plan annexed and signed as relative to Disposition by William Robert Mackenzie Watson and Others in favour of the Trustees of The Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield dated Seventh December Nineteen hundred and seventy-eight and subsequent dates and recorded in the said Division of the General Register of Sasines on Thirteenth March Nineteen hundred and seventy-nine; (e) ALL and WHOLE that area of ground in the said United Parish and County extending to Thirty-eight acres and nine decimal or one-tenth parts of an acre or thereby and being the subjects shown delineated in red on the plan annexed and signed as relative to Disposition by the Executors of William Robert Mackenzie Watson and Others as Trustees therein mentioned in favour of the Trustees of The Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield dated Twenty-ninth February and subsequent dates and recorded in the said Division of the General Register of Sasines on Twenty-first May Nineteen hundred and eighty; and (f) ALL and WHOLE that plot or area of woodland ground in the said United Parish and County extending to Thirty-eight acres and five decimal or one-tenth parts of an acre or thereby in the said United Parish and County being the subjects shown delineated in red and coloured pink on the plan annexed and signed as relative to Charter of Novodamus by the Honourable James Andrew Ogilvie-Grant, Viscount Reidhaven in favour of Robert Alastair Mackenzie Watson and Others dated Second April and recorded in the said Division of the General Register of Sasines on Twenty- seventh December both months in the year Nineteen hundred and ninety; (THIRD) ALL and WHOLE that plot or area of ground extending to Four acres seven hundred and forty-five decimal or one-thousandth parts of an acre or thereby in the said United Parish and County being the subjects described in, disposed by and shown delineated in red and coloured pink on the plan annexed and signed as relative to Disposition by the Trustees of The Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield in favour of Enessy Co., S.A. dated Twenty-first May and recorded in the said Division of the General Register of Sasines on Sixth June both months in the year Nineteen hundred and eighty-eight (excepting therefrom such parts as are included in the area conveyed by means of the said Feu Disposition by Enessy Co. S.A in favour of Nicholas Sarah Fletcher dated and recorded as aforesaid) and (FOURTH) ALL and WHOLE that plot or area of ground extending to five thousand four hundred and twenty seven decimal or ten-thousandth parts of a hectare or thereby in the said

United Parish and County with Advie Schoolhouse thereon being the subjects described in and disposed by Disposition by James Andrew Ogilvie-Grant, Viscount Reidhaven, in favour of Tulchan Sporting Estates Limited dated Twenty-first October and recorded in the said Division of the General Register of Sasines on Twenty-eighth October both in the year Nineteen hundred and ninety-six ; Together with (One) the Mansionhouse known as Tulchan Lodge and all other buildings and erections on the subjects hereby secured; (Two) the teinds both parsonage and vicarage thereof; (Three) the salmon fishings and all other fishings in the River Spey and in all other burns, lochs and rivers so far as passing through or bounding the subjects (FIRST) hereby secured except between the points marked Q and R on the said Plan Number One annexed and signed as relative to the said Disposition by the Trustees of The Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield and The Right Honourable Ian Derek Francis Ogilvie-Grant, Earl of Seafield with consents therein mentioned in favour of Tulchan Estate Company Limited dated and recorded as aforesaid being a stretch of the River Spey; (Four) the whole shooting and other sporting rights over the whole subjects; (Five) the whole timber standing, fallen and blown on the whole subjects and all shrubs and plants within the same; (Six) the stones, mines, metals and minerals under exception of coal and others vested in the British Coal Corporation constituted by the Coal Industry Nationalisation Act 1946; (Seven) all heritable fittings and fixtures in the said Tulchan Lodge and all other buildings and erections in and upon the subjects hereby secured; (Eight) the whole rights, uses, parts, privileges and pertinents thereof including without prejudice to the said generality the heritable and irredeemable servitude rights and others specified and contained in (a) the said Disposition by the Trustees of The Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield and The Right Honourable Ian Derek Francis Ogilvie-Grant, Earl of Seafield with consents thereinmentioned in favour of Tulchan Estate Company Limited dated and recorded as aforesaid and (b) the said Disposition by the Trustees of the Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield in favour of Enessy Co., S.A. dated and recorded as aforesaid; (Nine) all rights of way, rights of access, wayleaves, servitudes and water, drainage and sewerage rights and all other services and facilities whatsoever and howsoever constituted as at present existing; (Ten) the solum of all roadways, footpaths and others; and (Eleven) one-half of the solum of the burns and rivers bounding the subjects (FIRST) hereby secured between the points marked K to L, M to N and O to P on the said Plan Number One annexed and signed as relative to the said Disposition by the Trustees of The Right Honourable Nina Caroline Ogilvie Grant, Countess of Seafield and The Right Honourable Ian Derek Francis Ogilvie-Grant, Earl of Seafield with consents thereinmentioned in favour of Tulchan Estate Company Limited dated and recorded as aforesaid and the entire solum of all other burns and rivers bounding the subjects; (FIRST) hereby secured or situated therein except between the

said points marked Q and R on the said Plan Number One annexed and signed as relative to the said last mentioned Disposition.



Tulchan Sporting Estates Limited