



Companies House

MR01(ef)

Registration of a Charge

Company name: **CRAIGROSSIE PROPERTIES (NO.1) LIMITED**

Company number: **SC382573**

Received for Electronic Filing: **12/09/2013**



Details of Charge

Date of creation: **06/09/2013**

Charge code: **SC38 2573 0002**

Persons entitled: **NEEDHILL LLP
THE HONOURABLE ALEXANDER JOHN EDWARD DEWAR, AS TRUSTEE
OF THE JOHN DEWAR LAMBERKIN TRUST
THE RIGHT HONOURABLE MARY EMMA JERONIMA DRUMMOND, AS
TRUSTEE OF THE JOHN DEWAR LAMBERKIN TRUST
ROBERT CHEYNE TURCAN, AS TRUSTEE OF THE JOHN DEWAR
LAMBERKIN TRUST**

Brief description: **AREA OF GROUND AT CHERRYBANK, NECESSITY BRAE, PERTH BEING
ALL AND WHOLE THE SUBJECTS REGISTERED IN THE LAND REGISTER
OF SCOTLAND UNDER TITLE NUMBER PTH12555**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

MORTON FRASER LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 382573

Charge code: SC38 2573 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 6th September 2013 and created by CRAIGROSSIE PROPERTIES (NO.1) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th September 2013 .

Given at Companies House, Edinburgh on 12th September 2013

We, **CRAIGROSSIE PROPERTIES (NO.1) LIMITED**, a company incorporated under the Companies Acts (Company Number SC382573) and having its registered office at Robertson House, 1 Whitefriars Crescent, Perth, PH2 0PA (the "Grantor") DO HEREBY in security of all sums due or to become due by the Grantor to the Security Holder (as after defined) under (a) a Promotion and Collaboration Agreement dated 6, 17 and 19 July 2012 entered into between Needhill LLP, a limited liability partnership, incorporated under the Limited Liability Partnerships Act 2000 (Registered Number SO301367) and having its Registered Office at Robertson House, One Whitefriars Crescent, Perth PH2 0PA, (of the first part) and **THE HONOURABLE ALEXANDER JOHN EDWARD DEWAR** residing at Dupplin Castle, Dupplin Estate, Perth **THE RIGHT HONOURABLE MARY EMMA JERONIMA DRUMMOND, LADY STRANGE** (formerly The Honourable Mary Emma Jeronima Drummond) residing at The Mains of Megginch, Errol, Perthshire and **ROBERT CHEYNE TURCAN** of Princes Exchange, One Earl Grey Street, Edinburgh, the present trustees of **THE JOHN DEWAR LAMBERKIN TRUST** established by a Deed of Trust dated Ninth and registered in the Books of Council and Session on Twenty fourth, both July 1985 (hereinafter referred to as the "**Security Holder**") (of the second part), the interest of the said Needhill LLP in the said Promotion and Collaboration Agreement having been assigned to the Grantor by virtue of an assignation by Needhill LLP to the Grantor dated of even date with these presents, and (b) an Option entered between Kerr Stirling LLP on behalf of Needhill LLP, and Morton Fraser LLP on behalf of the Security Holder said Option comprising formal missives dated 21 and 22 August 2012, the interest of the said Needhill LLP having been assigned to the Grantor by virtue of an assignation by Needhill LLP to the Grantor dated of even date with these presents (which obligations are hereinafter referred to as the "**Secured Obligations**"), GRANT in favour of the Security Holder a Standard Security over ALL and WHOLE that part of the Site shown coloured pink on the plan annexed and signed as relative hereto, and comprising ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number PTH 21555; TOGETHER WITH (One) the whole buildings and other erections thereon, (Two) the whole mines, metals and minerals within and under the said subjects insofar as we have right thereto, (Three) the parts, privileges and pertinents thereof; and (Four) our whole right, title and interest present and future therein and thereto (hereinafter referred to as the "**Security Subjects**"); 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 we agree that the Standard Conditions shall be varied as follows:-

- 1 Standard Conditions 1, 2, 3, 4, 5, 6, 7, 9 shall be delete;
- 2 Notwithstanding the terms of Standard Condition 12, the debtor shall only be responsible for costs incurred by the creditor in relation to the creation, variation, discharge or enforcement of this security insofar as arising as a result of any breach by the debtor of any obligation which is owed by the debtor to the creditor and the performance of which is secured by this security.
- 3 Our undertakings and obligations contained in this Standard Security shall be in addition to, and not in substitution for, our undertakings and obligations contained in the aforementioned Promotion and Collaboration Agreement.
- 4 For the purposes of this Standard Security, any reference to the Security Subjects shall include a reference to any part or parts thereof and, where there is any conflict between (a) the Standard Conditions, and (b) the terms of the Standard Security and the aforementioned Promotion and Collaboration Agreement, the terms of the Standard Security and the Promotion and Collaboration Agreement shall prevail and shall have effect in preference to the Standard Conditions.
- 5 The Security Holder shall grant and deliver a discharge of this Standard Security forthwith after the Secured Obligations have been satisfied, implemented or paid in full or as otherwise provided for in the said Promotion and Collaboration Agreement.

And we, grant warrandice but excluding therefrom any rights of occupancy or other matter disclosed to the

Security Holder prior to the date hereof; And we consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents printed on this and the preceding page are executed as follows: *that is to say these presents printed on this and the preceding page and including the plan annexed are executed as follows:*

SIGNED  CRAIGROSSIE in the pr 
PROPER
at

Witness 

on *8th July*
Two Thousand and Thirteen

Name *Alexander Angus Binnie*

Address *Centurion Lodge*

Jon Butcher
Director/Authorised Signatory

The Mason, Craighill

This is the plan referred to in the foregoing Standard Security by Craigrossie Properties
(No.1) Limited in favour of the present trustees of the John D. Lamberle Trust.

