

# 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](http://www.companieshouse.gov.uk)

For further information, please  
refer to our guidance at:  
[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.

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.

FRIDAY



SCT 10/06/2016 #224  
COMPANIES HOUSE

### 1 Company details

Company number S C 5 0 6 0 6 7

Company name in full Goodgrun Ltd

2 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 8 0 6 2 0 1 6

### 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 Kirkwood Homes Limited

SC90034

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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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

Area of ground at Wester Hatton Farm and Blackdog Farm, Balmedie, Aberdeen extending to 23.205 hectares and forming part and portion of the subjects registered in the Land Register of Scotland under Title Number ABN40141.

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<sup>1</sup>

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.

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X *Alan O. Nield, Solicitor*  
Killingwood James  
LAW AGENTS FOR KILLINGWOOD JAMES LIMITED. X

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

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## 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 Alan Michie

Company name Ledingham Chalmers LLP

Address Johnstone House

52-54 Rose Street

Post town Aberdeen

County/Region

Postcode A B 1 0 1 H A

Country Scotland

DX AB 15

Telephone 01224 408408

**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)

STANDARD SECURITY

by

GOODGRUN LTD

in favour of

KIRKWOOD HOMES LIMITED

Subjects: Blackdog, Balmedie, Aberdeenshire

DSO122600901

ledingham|chalmers<sub>LLP</sub>

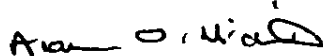
Johnstone House, 52-54 Rose Street, Aberdeen

DX AB15 Aberdeen LP 39 Aberdeen 1 FAS 5588

Reference AJM/LEC/LG/14095.293/2015

Live: 32656681 v 2

Certified a true copy



Ledingham Chalmers LLP

Ledingham Chalmers LLP  
Johnstone House  
52-54 Rose Street  
Aberdeen  
AB10 1HA

WE, GOODGRUN LTD, a company incorporated under the Companies Acts (Company Number SC506067) and having our Registered Office at Union Plaza (6th Floor) 1 Union Wynd, Aberdeen AB10 1DQ ("the Sellers") DO HEREBY IN SECURITY OF the whole obligations *ad factum praestandum* undertaken by us, our liabilities and others due and that may become due (including for the avoidance of doubt any sums that become due) (collectively "the Secured Obligations") by ourselves the Sellers to Kirkwood Homes Limited, a company incorporated under the Companies Acts, Company Number SC90034 and having its Registered Office at Johnstone House, 52-54 Rose Street, Aberdeen AB10 1HA ("the Purchasers") in terms of, or arising from the missives between Burness Paull LLP on behalf of ourselves, the Sellers and Ledingham Chalmers LLP on behalf of the Purchasers constituted by formal letters dated Eleventh and Seventeenth September 2015 ("the Missives") and which expression shall include any amendments, variations, supplements or novations thereof or thereby), we do hereby GRANT in favour of the Purchasers a Standard Security over ALL and WHOLE those two areas of ground at Blackdog, Balmedie, Aberdeenshire extending in total to 23.205 hectares (57.342 acres) or thereby being the subjects shown coloured blue on the plan annexed and signed as relative hereto which subjects for part and portion of ALL and WHOLE Wester Hatton Farm and Blackdog Farm, Balmedie registered in the Land Register of Scotland under Title Number ABN40141 ("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 in accordance with the Missives and the following provisions:-

1. the Sellers shall:-
  - 1.1 not until the Secured Obligations have been satisfied, implemented or paid in full, create nor purport, nor attempt to create nor permit to be created any mortgage, charge, lien (other than a lien arising automatically by operation of law) right of set-off or other security interest or encumbrance over the Security Subjects, nor create nor purport to attempt to create nor permit to subsist any floating charge or debenture over all or any of the assets of the Sellers except in accordance with the terms of the Missives;

- 1.2 not until the Secured Obligations have been satisfied, implemented or paid in full, dispose nor agree to dispose of or part with possession of the Security Subjects with or without the burden of this Standard Security other than to the Purchasers or their nominees in accordance with the Missives, nor shall the Sellers create nor agree to create a subsequent standard security over the Security Subjects or any part thereof;
- 1.3 not be entitled to redeem this Standard Security until the Secured Obligations have been satisfied, implemented or paid in full;
- 1.4 not until the Secured Obligations have been satisfied, implemented or paid in full enter into any negotiations with any local or governmental authority for the compulsory acquisition of the Security Subjects without the consent of the Purchasers (which consent will not be unreasonably withheld);
- 1.5 satisfy, and implement the Secured Obligations in accordance with the Missives.

2 Standard Condition 9(1)(b) shall be deleted and substituted by the following:

"where there has been a failure to comply with any requirement arising out of the security or any material breach or non-observance or non-implementation by the Sellers of the Secured Obligations."

- 3 The undertakings and obligations on the part of the Sellers contained in this Standard Security shall be in addition to and not in substitution for the undertakings and obligations on the part of the Sellers contained in the Missives.
- 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 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.
- 5 The Purchasers shall grant and deliver a discharge of this Standard Security forthwith after termination of the Missives (provided there are no outstanding claims by the Purchasers against the Sellers in relation to a material breach of the Missives by the Seller, the Secured Obligations have been satisfied or implemented in full or a

Deed of Restriction in the event of the Secured Obligations being satisfied or implemented in respect of part of the Security Subjects.

And we, the Sellers, grant warrandice and we consent to registration for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the two preceding pages together with the plan annexed are executed for and on our behalf by Colin Robert Tawse one of our Directors at Aberdeen on the Second day of October Two Thousand and Fifteen before this witness Peter Richard Smith of Union Plaza, 1 Union Wynd, Aberdeen.





**FILE COPY**

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

Company number: 506067

Charge code: SC50 6067 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th June 2016 and created by GOODGRUN LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th June 2016.

Given at Companies House, Edinburgh on 19th June 2016



**Companies House**



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