

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with
Please see 'How to pay' or

WEDNESDAY



S9ZHXI3F

SCT

03/03/2021

#36

COMPANIES HOUSE

refer to our guidance at:
www.gov.uk/companieshouse

☒ **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 will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number S C 5 2 7 1 2 0

Company name in full Scotia (City & Shire) 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 6 0 2 2 0 2 1

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 Keith Paterson

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

Subjects at Chapelpark, Oldmeldrum

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

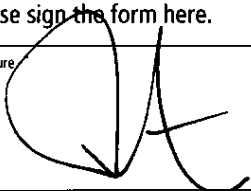
Signature

Please sign the form here.

Signature

Signature

X



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 **Caren McNeil**

Company name **Peterkins**

Address **100 Union Street**

Post town **IAberdeen**

County/Region

Postcode

A	B	1	0		1	R
---	---	---	---	--	---	---

Country

DX **AB3 ABERDEEN**

Telephone **01224428210**



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 527120

Charge code: SC52 7120 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th February 2021 and created by SCOTIA (CITY & SHIRE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2021.

Given at Companies House, Edinburgh on 5th March 2021



Companies House



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

Standard Security (Deferred Consideration)

WE, Scotia (City & Shire) Limited, incorporated under the Companies Act (SC527120) and having our Registered Office at The Ca'D'Oro, 45 Gordon Street, Glasgow, G1 3PE (the "Grantor") HEREBY IN SECURITY of the Grantor's obligation to pay the Section 75 Agreement Savings Payment, the Second Instalment and the Final Instalment (as defined in the Missives, as hereinafter defined) in terms of the contract entered into between Mr Keith Paterson, residing at Chapelpark House, Oldmeldrum, Inverurie, AB51 0AD (the "Seller") and the Grantor constituted said missives by formal letters exchanged between Burness Paul LLP on behalf of the Grantor and Peterkins on behalf of the Seller dated on or around the date hereof (the "Missives"), GRANT a Standard Security in favour of the Seller over ALL and WHOLE the subjects at Chapelpark, Oldmeldrum, Inverurie, AB51 0AD shown shaded pink; shaded blue; and shaded blue and hatched red on the plan annexed and signed as relative hereto (the said area of ground being hereinafter referred to as the "Site", and which forms part and portion of All and Whole the subjects registered in the Land Register of Scotland under Title Number ABN37014 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 effeiring thereto, and (Five) the Grantor's whole right, title and interest, present and future, therein and thereto; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "Act") and any lawful variations thereof operative for the time being shall apply under declaration that the said Standard Conditions shall be varied to the effect specified in the Schedule of


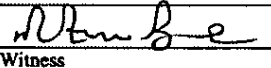
CERTIFIED A TRUE COPY
INVERURIE 1ST MARCH 2021

PAUL WILSON MACALIVAN, NOTARY PUBLIC


Peterkins Solicitors
60 Market Place
Inverurie
Aberdeenshire
AB51 3XN

Active: 43466405 v 8

Variations of Standard Conditions annexed and executed as relative hereto; And the Grantor grants
warrandice: IN WITNESS WHEREOF these presents consisting of this and the preceding page,
together with the plan and the schedule annexed hereto, are executed as follows:


SUBSCRIBED for and on behalf of the said SCOTIA (CITY & SHIRE) LIMITED		
at Balmacassie, Ellon, Aberdeenshire. AB41 8QR.		
on Wednesday 3rd February 2021.		
by		
ANDREW JOHN LONIE		
Print Full name		Director
before this witness:		
WILLIAM MARTIN BRUCE		
Print Full Name		Witness
Address:		
c/o Balmacassie, Ellon,		
Aberdeenshire AB41 8QR		

This is the Schedule of Variations referred to in the foregoing Standard Security granted by Scotia (City & Shire) Limited in favour of Keith Paterson in relation to ground at Chapelpark, Oldmeldrum, Inverurie,

SCHEDULE

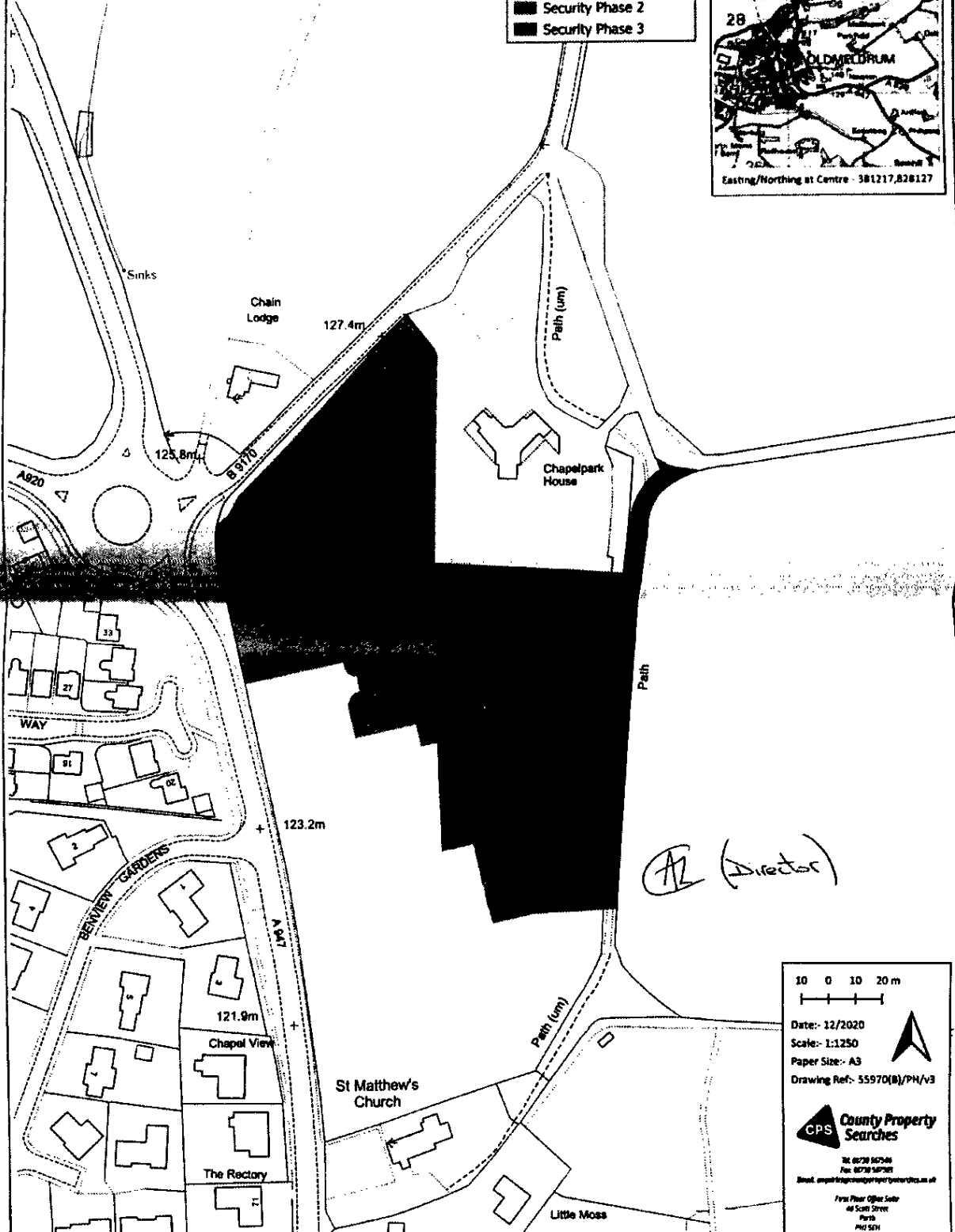
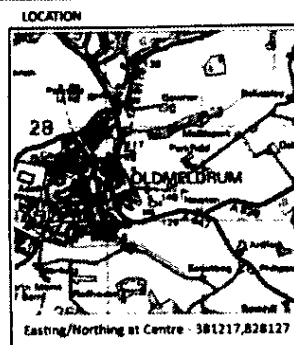
- 1 Standard Conditions 1, 2, 4 and 5 shall be delete and shall not apply.
- 2 Condition 7 of the Standard Conditions shall apply as if references to "the standard conditions" therein are references to the Standard Conditions as varied hereby.
- 3 Condition 12 of the Standard Conditions is amended by the deletion of the words "for the whole expenses of the preparation and execution of the standard security". The Seller will be responsible for the registration dues of the Standard Security and the Grantor shall be responsible for the registration dues of the deeds of restriction and discharge.
- 4 The Grantor shall not be entitled at any time during the continuance of the Standard Security to create a security or charge over the Site ranking subsequent to the Standard Security without the consent of the Seller, such consent not to be unreasonably withheld or delayed (and which consent will be granted where the Grantor procures the entering into a ranking agreement to document the continuing prior ranking of this standard security). The Grantor shall be liable for any proper and reasonable expenses incurred by the Seller in relation to any application for consent and entering into any Ranking Agreement in connection with this Clause.
- 5 The Grantor shall at any time during the continuance of the Standard Security be entitled to grant, vary, and/or discharge deeds of conditions or other real rights, servitudes and wayleaves in respect of the Site (whether by separate deed or in gremio of any disposition) subject to obtaining the written consent of the Seller, such consent not to be unreasonably withheld or delayed. Within 10 working days of each request for consent the Seller shall either provide their written consent, or provide a written refusal of consent containing an explanation as to why consent is being refused. Subject to the Seller granting consent as aforesaid the Seller shall enter into such further documentation as is required by the Grantor, acting reasonably, to document such consent in relation to any such deeds.
- 6 The Grantor shall be entitled at any time during the continuance of the Standard Security to enter into, vary, and/or discharge any agreements with the local planning, roads, or any other relevant authority which are intended to create real burdens in relation to the title of the Site and which are required to facilitate, or as a precondition to the grant of any of the consents required for, development of the Site and any adjacent subjects owned by the Grantor subject to obtaining the written consent of the Seller, such consent not to be unreasonably withheld or delayed. Within 10 working days of each request for consent the Seller shall either provide their written consent, or provide a written refusal of consent containing an explanation as to why consent is being refused. Subject to the Seller granting consent as aforesaid the Seller shall enter into such further documentation as is required by the Grantor, acting reasonably, to document such consent in relation to any such deeds.

- 7 The Grantor shall be entitled at any time during the continuance of the Standard Security to construct buildings, road and infrastructure, install services, to develop and alter the Site, and carry out any other works in, on, over or through the Site.
- 8 The Seller shall not assign or otherwise transfer their interest under this Standard Security other than to an assignee or transferee of the Seller's rights and obligations where permitted under the Missives.
- 9 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.
- 10 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.

 (Director)

THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY by
*Scotia (City & Shire) Limited in favour
 of Keith Paterson*

- Key**
- /// Additional Security Area
 - Security Phase 2
 - Security Phase 3



10 0 10 20 m

Date:- 12/2020
 Scale:- 1:1250
 Paper Size:- A3
 Drawing Ref:- 55970(B)/PH/v3

CPS County Property Searches

TEL 01273 567546
 Fax: 01273 567547
 Email: enquiries@cpspropertysearches.co.uk

First Floor Office Suite
 40 Scott Street
 Perth
 PH1 5EH

www.cpspropertysearches.co.uk

Crown Copyright. All rights reserved. Licence no. 100059809
 Distances scaled from this plan may not match the distances between the same points on the ground