



Registration of a Charge

Company Name: **SCOTIA (CITY & SHIRE) LIMITED**

Company Number: **SC527120**



Received for filing in Electronic Format on the: **19/08/2022**

XBAQYJCJ

Details of Charge

Date of creation: **03/08/2022**

Charge code: **SC52 7120 0005**

Persons entitled: **DRUMROSSIE LAND DEVELOPMENT COMPANY LIMITED**

Brief description: **AREA OF GROUND AT WHITEHALL ROAD, INSCH REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN128290.**

Contains negative pledge.

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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 527120

Charge code: SC52 7120 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd August 2022 and created by SCOTIA (CITY & SHIRE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th August 2022 .

Given at Companies House, Edinburgh on 19th August 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

STANDARD SECURITY

by

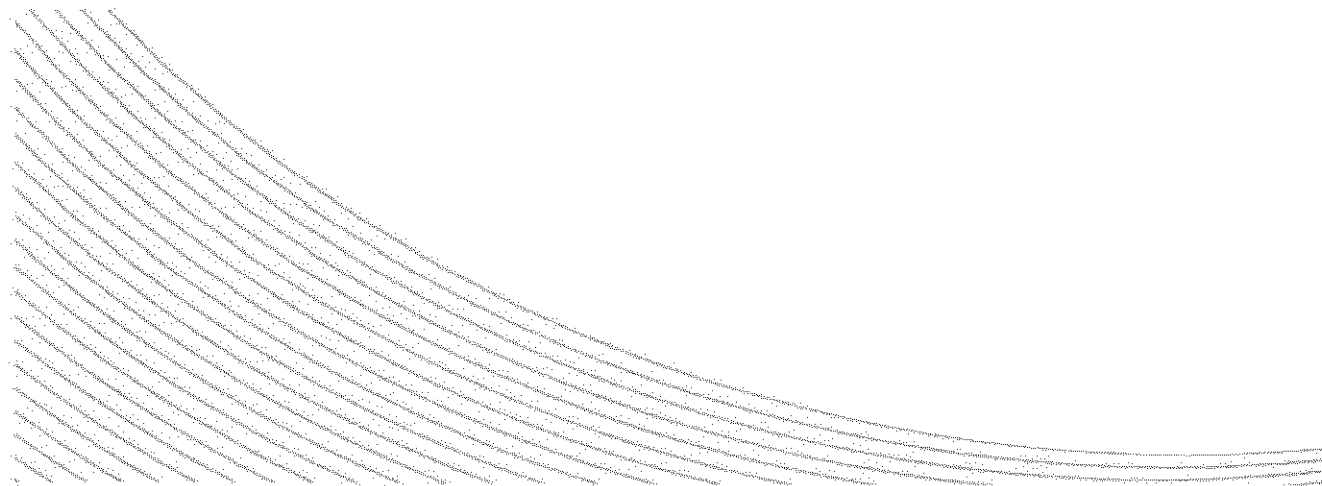
SCOTIA (CITY & SHIRE) LIMITED

In favour of

DRUMROSSIE LAND DEVELOPMENT COMPANY LIMITED

Subjects: Area of Ground at Whitehall Road Inch (ABN128290)

Ref: JGM/KLB
FAS: 3889



WE, SCOTIA (CITY & SHIRE) LIMITED a Company incorporated under the Companies Acts (Company Number SC527120) and having our Registered Office at The Ca'D'Oro, 45 Gordon Street, Glasgow, Scotland, G1 3PE (hereinafter referred to as the "Debtor"), IN SECURITY of performance of the obligations undertaken by us to the Creditor to pay the sums due and that may become due in terms of Clause 2.3 of the Offer forming part of the Missives ("Missives") entered into between Scotia Greenhall Limited and DRUMROSSIE LAND DEVELOPMENT COMPANY LIMITED, a company incorporated under the Companies Acts (Registered Number SC265933) and having its Registered Office formerly at 132 King Street, Aberdeen, Aberdeenshire, AB24 5BD and now at 26/27 Netherkirkgate, Aberdeen, AB10 1AU (who and whose assignees are hereinafter referred to as "the Creditor") constituted by offer by Burness Paull LLP on behalf of Scotia Greenhall Limited dated 8 June 2016 and acceptance thereof by CMS Cameron McKenna LLP on behalf of the Creditor dated 10 June 2016 the Purchaser's interest in which Missives have been assigned to us by Assignment in our favour by Scotia Greenhall Limited with effect on 9 November 2020 and intimated to the Creditor on 31 March 2021 (and in addition in security for any damages or compensation payments properly due to the Creditor for which we may be liable under and in terms of the Missives arising from any breach or failure to perform such obligations) DO HEREBY grant in favour of the Creditor a Standard Security over ALL and WHOLE the area of ground at Whitehall Road Inch registered in the Land Register of Scotland under Title Number ABN128290 (the "Secured Property"); the Standard Conditions specified in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply but we agree that the said Standard Conditions shall be varied to the effect specified in the schedule annexed and signed as relative hereto and that the additional conditions set out in the schedule annexed and signed as relative hereto shall bind the Debtor and the Creditor; and these presents are granted subject to the floating charge granted by us in favour of the Bank of Scotland plc incorporated under the Companies Acts (Registered Number SC327000) and having its Registered Office address at The Mound, Edinburgh, EH1 1YZ dated 12 May 2016 and registered in Companies House on 24 May 2016 (the "BOS Security"); we grant warrandice subject to the BOS Security; and we consent to registration hereof for preservation and execution; IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the schedule annexed and signed as relative hereto are executed as follows:

Subscribed for and on behalf of Scotia (City & Shire) Limited,

by

at Balmacassie, Ellon, Aberdeenshire AB41 8QR.

on Thursday 14 April 2022.

before

Witness

KAREN ELIZABETH COWIE

Full Name

Balmacassie, Ellon

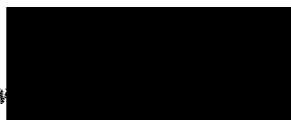
Address

Aberdeenshire, AB41 8QR

This is the SCHEDULE referred to in the foregoing STANDARD SECURITY by SCOTIA (CITY & SHIRE) LIMITED in favour of DRUMROSSIE LAND DEVELOPMENT COMPANY

Variations of Standard Conditions

- 1 Standard Conditions 1, 2, 4, 5 and 6 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 and any variation, restriction and discharge thereof and, where any of those deeds are recorded, the recording thereof," and "and exercising any other powers conferred upon him by the security."
- 4 The Debtor shall at any time during the continuance of the Standard Security be entitled to grant deeds of conditions or other real rights, servitudes and wayleaves in respect of the Secured Property and that without any requirement to obtain the consent of the Creditor.
- 5 The Debtor shall be entitled at any time during the continuance of the Standard Security to enter into 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 Secured Property and which are required to facilitate, or as a precondition to the grant of any of the consents required for, development of the Secured Property without any requirement to obtain the consent of the Creditor.
- 6 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.
- 7 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)

Scotia (City & Shire) Limited