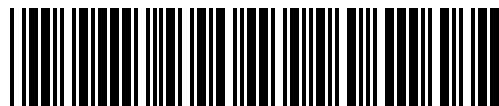




Registration of a Charge

Company Name: **STEWART MILNE HOMES CENTRAL SCOTLAND (DEVELOPMENTS) LIMITED**
Company Number: **SC620130**



Received for filing in Electronic Format on the: **31/08/2023**

XCB28LGH

Details of Charge

Date of creation: **25/08/2023**
Charge code: **SC62 0130 0032**
Persons entitled: **SHAWFAIR LLP**
Brief description: **ALL AND WHOLE THE AREAS OF GROUND SHOWN TINTED GREEN AND TINTED TURQUOISE ON THE PLAN ANNEXED AND SIGNED AS RELATIVE HERETO AT DANDERHALL NORTH (BLOCK AA) SHAWFAIR, MIDLOTHIAN WHICH SUBJECTS FORM PART AND PORTION OF (FIRST) ALL AND WHOLE THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID130593 AND (SECOND) ALL AND WHOLE THE SUBJECTS CURRENTLY UNDERGOING REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID220416**

Authentication of Form

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

Authentication of Instrument

Certification statement: **MORTON FRASER LLP 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: 620130

Charge code: SC62 0130 0032

The Registrar of Companies for Scotland hereby certifies that a charge dated 25th August 2023 and created by STEWART MILNE HOMES CENTRAL SCOTLAND (DEVELOPMENTS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2023 .

Given at Companies House, Edinburgh on 1st September 2023

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**

PURCHASER'S STANDARD SECURITY

~~Confirmed~~ a true copy of the original document



16/8/2023

MORTON FRASER LLP
1 West Regent Street
Glasgow
G2 1RW

by

STEWART MILNE HOMES CENTRAL SCOTLAND (DEVELOPMENTS) LIMITED

in favour of

SHAWFAIR LLP

Property: Subjects at Danderhall North, Shawfair, Midlothian



Pinsent Masons

Pinsent Masons LLP
Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AQ

Tel: +44 (0)131 777 7000
Fax: +44 (0)131 777 7003
Web Site: <http://www.pinsentmasons.com>

We, STEWART MILNE HOMES CENTRAL SCOTLAND (DEVELOPMENTS) LIMITED incorporated under the Companies Acts (Registered Numbered SC620130) and having our Registered Office at Peregrine House, Mosscroft Avenue, Westhill Business Park, Westhill, Aberdeen, AB32 6JQ (hereinafter referred to as the "Owner") whereas Stewart Milne Group Limited, incorporated under the Companies Acts (Registered Number SC057709) and having its registered office at Peregrine House, Mosscroft Avenue, Westhill, Aberdeen, AB32 6JQ ("SMGL") have entered into Missives with, SHAWFAIR LLP, incorporated under the Limited Liability Partnership Act 2000 (Registered number SO304290) and having their Registered Office at 27 Silvermills Court, Henderson Place Lane, Edinburgh, EH3 5DG (the "Counterparty") comprising (1) the offer issued by Pinsent Masons LLP on behalf of the Counterparty to Morton Fraser LLP on behalf of SMGL dated 10 July 2019 ("Offer"), (2) the acceptance issued by Morton Fraser LLP on behalf of SMGL to Pinsent Masons LLP on behalf of the Counterparty dated 11 July 2019, (3) the offer to amend issued by Pinsent Masons LLP on behalf of the Counterparty to Morton Fraser LLP on behalf of SMGL dated 1 November 2019, (4) the acceptance issued by Morton Fraser LLP on behalf of SMGL to Pinsent Masons LLP on behalf of the Counterparty dated 1 November 2019, (5) the offer to amend issued by Pinsent Masons LLP on behalf of the Counterparty to Morton Fraser LLP on behalf of SMGL dated 20 December 2019, (6) the acceptance issued by Morton Fraser LLP on behalf of SMGL to Pinsent Masons LLP on behalf of the Counterparty dated 20 December 2019, (7) the offer to amend issued by Pinsent Masons LLP on behalf of the Counterparty to Morton Fraser LLP on behalf of SMGL dated 31 January 2020, (8) the acceptance issued by Morton Fraser LLP on behalf of SMGL to Pinsent Masons LLP on behalf of the Counterparty dated 31 January 2020, (9) the offer to amend issued by Pinsent Masons LLP on behalf of the Counterparty to Morton Fraser LLP on behalf of SMGL dated 28 February 2020, (10) the acceptance issued by Morton Fraser LLP on behalf of SMGL to Pinsent Masons LLP on behalf of the Counterparty dated 28 February 2020, (11) the offer to amend issued by Pinsent Masons LLP on behalf of the Counterparty to Morton Fraser LLP on behalf of SMGL dated 31 March 2020, (12) the acceptance issued by Morton Fraser LLP on behalf of SMGL to Pinsent Masons LLP on behalf of the Counterparty dated 31 March 2020, (13) the offer to amend issued by Pinsent Masons LLP on behalf of the Counterparty to Morton Fraser LLP on behalf of SMGL dated 30 June 2020; (14) the acceptance issued by Morton Fraser LLP on behalf of SMGL to Pinsent Masons LLP on behalf of the Counterparty dated 30 June 2020; (15) the offer to amend issued by Morton Fraser LLP on behalf of SMGL to Pinsent Masons LLP on behalf of the Counterparty dated 2 November 2020; and (16) the acceptance issued by Pinsent Masons LLP on behalf of the Counterparty to Morton Fraser LLP on behalf of SMGL dated 2 November 2020; (17) the offer to amend issued by Pinsent Masons LLP on behalf of the Counterparty to Morton Fraser LLP on behalf of SMGL dated 18 December 2020; (18) the acceptance issued by Morton Fraser LLP on behalf of SMGL to Pinsent Masons LLP on behalf of the Counterparty dated 18 December 2020; (19) the offer to amend issued by Pinsent Masons LLP on behalf of the Counterparty to Morton Fraser LLP on behalf of SMGL dated 30 June 2023; (20) the acceptance issued by Morton Fraser LLP on behalf of SMGL to Pinsent Masons LLP on behalf of the Counterparty dated 30 June 2023 (hereinafter collectively referred to as the "Missives") in respect of the Security Subjects (as hereinafter defined) and in terms of which SMGL have undertaken certain obligations to the Counterparty DO HEREBY in security of the performance by SMGL of the payment obligations upon SMGL in terms of Part 11 of the Schedule annexed to the Offer GRANT a Standard Security in favour of the Counterparty over ALL and WHOLE the areas of ground shown tinted green and tinted turquoise on the plan annexed and signed as relative hereto at Danderhall North (Block AA) Shawfair, Midlothian which subjects form PART and PORTION of (First) ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number MID130593 and (Second) ALL and WHOLE the subjects currently undergoing registration in the Land Register of Scotland under Title Number MID220416; all 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 under declaration that the said Standard Conditions shall be varied to the effect specified in the Schedule of Variations of Standard Conditions annexed and executed as relative hereto; And the Owner grants warrandice:

IN WITNESS WHEREOF these presents on this page and the preceding one page together with the Schedule of Variations and the plan are executed as follows:-

SUBSCRIBED for and on behalf of
Stewart Milne Homes Central Scotland (Developments) Limited

at Glasgow

on 15 August 2023

[Redacted Signature]

..... Attorney

BRIAN MACFARLANE

..... Full Name

In the presence of this witness:

[Redacted Signature]

..... Witness

STEPHANIE DUNN Full Name

1 WEST REGENT STREET Address

GLASGOW, G2 1RN

This is the Schedule of Variations referred to in the foregoing Standard Security granted by Stewart Milne Homes Central Scotland (Developments) Limited in favour of Shawfair LLP

Standard Conditions 1, 2, 4, and 5 shall be deleted and shall not apply.

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.

Condition 12 of the Standard Conditions is amended by the deletion of the words "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 all".

The Owner is entitled without the consent of the Counterparty to (a) register over the Security Subjects a deed or deeds of conditions in its standard form dealing with inter alia (i) regulation of use of the residential units erected or to be erected on the Security Subjects and any common areas and granting access and services rights to them, (ii) granting rights over, and regulating contributions to the cost of maintenance of, common areas, and (iii) including such other terms and conditions and the grant of and reservation of rights of the sort normally included in residential developers' deeds of conditions as the Owner, acting reasonably, wishes to include and (b) grant to statutory undertakers and others such servitude rights as are required to service the Owner's development on inter alia the Security Subjects.

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.

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.



