

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge

23/248402



Companies House



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

A fee is payable with this form
Please see 'How to pay' on the last page.

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 the instrument. Use form MR08

For further information, please refer to our guidance at:

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.

TUESDAY



S5KRTR08
SCT 29/11/2016 #64
COMPANIES HOUSE

You must enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record. Do not send the original.

1 Company details

Company number

Company name in full

For official use

→ Filing 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

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

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

Land to the south east of Angus Road, Perth, part of the Balgarvie Farm, Scone

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.


^①This 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.

MRO1

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

Company name **Blackadders LLP**

elg/fbm/ste/1053/32

Address **30 & 34 Reform Street**

Post town **Dundee**

County/Region

Postcode **D D 1 1 R J**

Country **Scotland**

DX

Telephone **01382 229222**



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: 192378

Charge code: SC19 2378 0033

The Registrar of Companies for Scotland hereby certifies that a charge dated 24th November 2016 and created by GREENBELT GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2016.

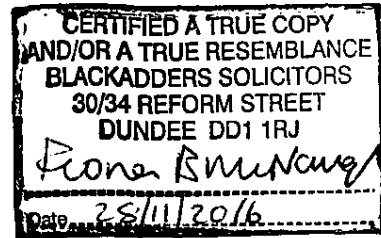
Given at Companies House, Edinburgh on 6th December 2016



Companies House



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



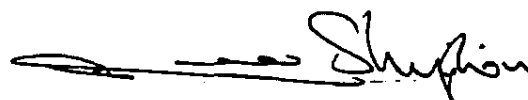
STANDARD SECURITY
by
GREENBELT GROUP LIMITED
in favour of
A & J STEPHEN LIMITED

2016

Subjects: Ground at Balgarvie, Scone

We, GREENBELT GROUP LIMITED, a company incorporated under the Companies Acts (Company Number SC192378) and having our registered office at McCafferty House, 99 Firhill Road, Glasgow, HEREBY in security of all obligations undertaken to A. & J. STEPHEN LIMITED, incorporated under the Companies Acts (Registered Number SCO36265) and having their Registered Office at Stephen House, Edinburgh Road, Perth PH2 8BS, (hereinafter referred to as "A & J Stephen") in terms of the Minute of Agreement between us and A & J Stephen dated of even date with the date of our execution of these presents and subsequent dates ("the Agreement") a copy of which is annexed and executed with reference hereto and any subsequent agreement which either amends or is supplemental to the Agreement for the purpose of this deed, HEREBY GRANT a Standard Security in favour of A & J Stephen over ALL and WHOLE those areas of ground lying generally to the south east of Angus Road Perth and presently forming part of the Balgarvie Farm, Scone Estate, which areas of ground are shown shaded blue and yellow on the plan annexed and executed as relative hereto (which plan is hereby declared to be taxative); TOGETHER WITH (one) all timber situated thereon; (two) the whole parts, privileges and pertinents thereof, the whole rights, common mutual and otherwise effeiring thereto, and but excluding from the subjects hereby disposed (one) all walls, fences, hedges, and the like dividing the said subjects from any dwellinghouses erected or to be erected on any neighbouring property and (two) any roads, footpaths, sewers, drains, culverts, or other structures within, upon, under or ex adverso the said subjects; Which subjects hereby secured form part and portion of ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number PTH 2958; the Standard Conditions specified in Schedule 3 to the Conveyancing & Feudal Reform (Scotland) Act 1970 or any lawful variation thereof operative for the time being shall apply; And we grant warrandice; And we consent to registration hereof for execution: IN WITNESS WHEREOF these presents are, together with the Agreement and plan annexed hereto, executed on behalf of Greenbelt Group Limited by Alexander Middleton and Anne Shipton, both Directors at Glasgow on the *Twenty fourth* day of *October* Two Thousand and Sixteen.





MINUTE OF AGREEMENT

between

A. & J. STEPHEN LIMITED, a company incorporated under the Companies Acts (Company Number: SC36265) and having its registered office at Stephen House, Edinburgh Road, Perth (hereinafter referred to as "Stephens")

and

GREENBELT GROUP LIMITED, a company incorporated under the Companies Acts (Company Number: SC192378) and having its registered office at McCafferty House, 99 Firhill Road, Glasgow (hereinafter referred to as "Greenbelt").

WHEREAS

- (FIRST) Stephens and Greenbelt have agreed that Stephens will convey to Greenbelt the Amenity Subjects (as hereinafter defined);
- (SECOND) As part of the process for adoption of the drainage and foul water infrastructure within the said Development, it may be necessary for Stephens to convey, or to procure a conveyance, to Scottish Water of the Security Subjects (as hereinafter defined), which are situated within the Amenity Subjects, along with appropriate ancillary servitude rights and wayleaves over the Servitude Corridor (as hereinafter defined);
- (THIRD) Greenbelt has agreed that in the event that it is necessary for Stephens to make or to procure such a conveyance, Greenbelt will reconvey to Stephens, or convey to Stephens' nominees, at no cost, the Security Subjects and/or the Servitude Corridor or such other servitude and other rights over through and under the Servitude Corridor (or such part or parts thereof as Stephens shall in their sole discretion nominate) as are required by Stephens to facilitate the adoption of the drainage and foul water infrastructure; and
- (FOURTH) Greenbelt have agreed to grant a Standard Security in favour of Stephens in security of Greenbelt's performance of its obligations in terms of this agreement and to secure Stephens' interest in the Security Subjects and the Servitude Corridor.

NOW THEREFORE Stephens and Greenbelt HAVE AGREED and DO HEREBY AGREE as follows:-

1. Definitions

In this Minute of Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings:-

"Amenity Subjects"

means the subjects shown coloured green on Plan One, which form part and portion of the subjects currently registered in the Land Register of Scotland under Title Number: PTH2958;

"Plan One" means Plan One annexed and executed by Stephens and Greenbelt as relative to this Agreement;

"Plan Two" means Plan Two annexed and executed by Stephens and Greenbelt as relative to this Agreement;

"Security Subjects" means the subjects shown coloured blue on Plan Two, which form part and portion of the subjects currently registered in the Land Register of Scotland under Title Number: PTH2958;

"Servitude Corridor" means the subjects shown coloured yellow on Plan Two which form part and portion of the subjects currently registered in the Land Register of Scotland under Title Number: PTH2958;.

2. **Reconveyance**

On receipt of a written request from Stephens to do so, Greenbelt will, as soon as practicable thereafter, reconvey to Stephens or convey to Stephens' nominees, all or part of the Security Subjects and the Servitude Corridor and/or such servitude rights over the Servitude Corridor as are required by Stephens.

3. **Calling Up**

In the event that (a) Greenbelt is struck off the Companies Register or otherwise ceases to exist or (b) Greenbelt fails to comply with the terms of this agreement, Stephens will immediately be entitled to call up the Standard Security to be granted by Greenbelt in terms of this agreement.

4. **Standard Security**

The obligations of Greenbelt under this Minute of Agreement shall be secured by a Standard Security to be granted by Greenbelt in favour of Stephens.

5. **Costs**

Stephens and Greenbelt shall each bear their own legal fees and outlays in connection with the adjustment and preparation of this agreement and any conveyance or reconveyance of the Security Subjects and/or Servitude Corridor.

6. **Successors**

Greenbelt binds and obliges themselves to take their successors in title to the Amenity Subjects bound to enter into a minute of agreement with Stephens or their assignees in the same terms as this Minute of Agreement and to grant a standard security in favour of Stephens or their assignees over the Security Subjects and the Servitude Corridor in security of the obligations thereunder.

MINUTE OF AGREEMENT
between
A. & J. STEPHEN LIMITED
and
GREENBELT GROUP LIMITED

ELG/FBM/STE/1053/32


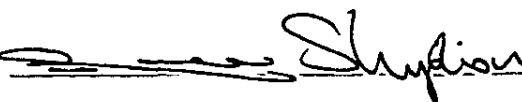
2016

Subjects: Amenity Land at Balgarvie, Scone

Blackadders



Blackadders LLP
Solicitors
30 & 34 Reform Street
DUNDEE
DD1 1RJ

THIS AND THE THREE PRECEDING PAGES COMPRISE THE
MINUTE OF AGREEMENT REFERRED TO IN THE FOREGOING
STANDARD SECURITY BY GREENBELT GROUP LIMITED IN
FAVOUR OF A. + J. STEPHEN LIMITED




LEGEND

-  — SERVITUDE CORRIDOR
-  — SURFACE WATER DRAINAGE TANKS AREA

THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY BY GREENBELT GROUP LIMITED IN FAVOUR OF A. T. J. STEPHEN LIMITED

A. T. J. Stephen

No	Date	Revision	By
 A & J Stephen Ltd Stephen House, Edinburgh Road, Perth PH2 8BS Telephone 01738 620721			
Project		HOUSING DEVELOPMENT AT BALGARVIE FARM SCONE	
Title		LAND ASSOCIATED WITH SURFACE WATER DRAINAGE TANKS AREA	
Drawn	CRT	Date	28/06/2018
Scale	1:1250 @ A3		
House Type	N/A		
Org No	8060/4930	Rev	