



Registration of a Charge

Company name: **CALA MANAGEMENT LIMITED**

Company number: **SC013655**



X8ATNNWB

Received for Electronic Filing: **30/07/2019**

Details of Charge

Date of creation: **15/07/2019**

Charge code: **SC01 3655 0479**

Persons entitled: **MERVYN DONALD, AS TRUSTEE (EX OFFICIIS) FOR THE MANAGERS OF THE WIDOWS FUND OF THE SEVEN INCORPORATED TRADES
BRUCE DEWAR CAMPBELL, AS TRUSTEE (EX OFFICIIS) FOR THE MANAGERS OF THE WIDOWS FUND OF THE SEVEN INCORPORATED TRADES
CRAIG EDWARD MATHESON, AS TRUSTEE (EX OFFICIIS) FOR THE MANAGERS OF THE WIDOWS FUND OF THE SEVEN INCORPORATED TRADES
THE TRADES WIDOWS FUND CHARITY**

Brief description: **ALL AND WHOLE THE AREA OF GROUND AT OLDFOLD FARM, MILLTIMBER, ABERDEEN BEING PART AND PORTION OF THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN127846.**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PAMELA MAY SARGENT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13655

Charge code: SC01 3655 0479

The Registrar of Companies for Scotland hereby certifies that a charge dated 15th July 2019 and created by CALA MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th July 2019 .

Given at Companies House, Edinburgh on 30th July 2019

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

CALA MANAGEMENT LIMITED

In favour of

**THE TRUSTEES OF THE TRADES WIDOWS FUND OF
THE SEVEN INCORPORATED TRADES OF
ABERDEEN**

**And
THE TRADES WIDOWS FUND CHARITY**

2019

Subjects: Part of phase 2, Oldfold Farm, Milltimber,
Aberdeen

ledingham|chalmers_{LLP}

Johnstone House, 52-54 Rose Street, Aberdeen

DX AB15 ABERDEEN - 1

LP - 39 ABERDEEN - 1

FAS 5588

Reference: SMO/LEC/

We, CALA MANAGEMENT LIMITED, a company incorporated under the Companies Acts (Company Number SC013655) and having our registered office at Adam House, 5 Mid New Cultins, Edinburgh, EH11 4DU ("the Purchasers") having entered into missives with (First) **MERVYN DONALD**, residing at Broomhillock, Crathes, Banchory, Aberdeenshire the present Deacon Convenor of The Seven Incorporated Trades of Aberdeen, **BRUCE DEWAR CAMPBELL**, residing at 47 Braeside Avenue, Aberdeen the present Master of the Trades Hospital of the said Incorporated Trades and **CRAIG EDWARD MATHESON**, residing at 12 Cairnlee Park, Bieldside the present Factor of the Widows Fund of the said Incorporated Trades as the present acting trustees (*ex officiis*) of and for behoof of the Managers of the said Widows Fund of the said Incorporated Trades ("TWF") and (Second) **THE TRADES WIDOWS FUND CHARITY**, a Scottish Charitable Incorporated Organisation (Registered Charity Number SC045467), having its Principal Office at The Seven Incorporated Trades of Aberdeen, Trinity Hall, Trinity Corner, Holburn Street, Aberdeen, AB10 6DA (together and individually where the context so requires "the Seller") constituted by

1. Offer by McGrigors LLP, Solicitors, Aberdeen on behalf of the Purchasers dated 17th March 2011 ("the Offer");
2. Acceptance by Ledingham Chalmers LLP on behalf of the Seller (as then constituted) dated 18th March 2011;
3. Offer to amend by Pinsent Masons LLP on behalf of the Purchasers dated 12th December 2013 ("the Offer of Variation");
4. Acceptance by Ledingham Chalmers LLP on behalf of the Seller (as then constituted) dated 23rd December 2013;
5. Offer to amend the missives by Pinsent Masons LLP on behalf of the Purchasers dated 13th February 2015
6. Acceptance by Ledingham Chalmers LLP on behalf of the Seller (as then constituted) dated 17th February 2015
7. Offer to amend the missives by Pinsent Masons LLP on behalf of the Purchasers dated 22nd July 2015;
8. Acceptance by Ledingham Chalmers LLP on behalf of the Seller (as then constituted) dated 24th July 2015;
9. Option Notice by Pinsent Masons LLP served on behalf of the Purchaser dated 30th July 2015;
10. Executives Plots Phase Notice by Pinsent Masons served on behalf of the Purchaser dated 30th July 2015;

11. Offer by Pinsent Masons LLP to amend the Missives on behalf of the Purchaser dated 4th February 2016;
12. Acceptance by Ledingham Chalmers LLP on behalf of the Seller (as then constituted) dated 8th February 2016;
13. Offer by Ledingham Chalmers LLP on behalf of the Seller (as then constituted) dated 31st March 2016;
14. Acceptance by Pinsent Masons LLP on behalf of the Purchaser dated 31st March 2016;
15. Offer to vary the Missives by Ledingham Chalmers LLP on behalf of the Seller (as then constituted) dated 21st November 2016;
16. Acceptance by Pinsent Masons LLP on behalf of the Purchaser dated 22nd November 2016;
17. Offer to vary the Missives by Pinsent Masons LLP on behalf of the Purchaser dated 24th April 2017;
18. Acceptance by Ledingham Chalmers LLP on behalf of the Seller (as then constituted) dated 24th April 2017;
19. Offer by Pinsent Masons LLP to vary the Missives on behalf of the Purchaser dated 30th June 2017;
20. Acceptance on behalf of the Seller (as then constituted) dated 30th June 2017;
21. Offer to vary the Missives by Pinsent Masons on behalf of the Purchaser dated 4th August 2017;
22. Acceptance by Ledingham Chalmers on behalf of the Seller (as then constituted) dated 4th August 2017;
23. Offer by Pinsent Masons LLP on behalf of the Purchaser dated 9 November 2017; and
24. Acceptance by Ledingham Chalmers LLP on behalf of the TWF dated 10 November 2017 (as then constituted);
25. Offer by Pinsent Masons LLP on behalf of the Purchaser dated 22nd May 2018;
26. Acceptance by Ledingham Chalmers LLP on behalf of the Seller (as then constituted) dated 23rd May 2018;
27. Offer by Pinsent Masons LLP on behalf of the Purchaser dated 3rd August 2018;

28. Qualified Acceptance by Ledingham Chalmers LLP on behalf of the Seller dated 6th August 2018;

29. Acceptance by Pinsent Masons LLP on behalf of the Purchaser dated 6th August 2018;

30. Offer by Pinsent Masons LLP on behalf of the Purchaser dated 28th November 2018; and

31. Acceptance by Ledingham Chalmers LLP on behalf of the Seller dated 28th November 2018;

("the Missives" and which expression shall include any amendments, variations, supplements, assignments or novations thereof or thereby), and in terms of which we have undertaken to make payment of the Second Instalment and Interest as more particularly defined in the said offer to amend missives by Pinsent Masons LLP on behalf of the Purchaser dated 22nd July 2015 and the Tranche 2 Price and the Tranche 2 Interest as more particularly defined in the said offer to amend missives by Pinsent Masons LLP on behalf of the Purchaser dated 9 November 2017, we do hereby in security of the said obligation to make payment of (1) the Second Instalment and Interest and (2) the Tranche 2 Price and the Tranche 2 Interest GRANT in favour of the Seller a Standard Security over ALL and WHOLE the area of ground at Oldfold Farm Milltimber, Aberdeen, shown outlined in purple on the plan annexed and signed as relative hereto; which subjects hereby disposed form part and portion of the subjects known as and forming Oldfold Farm, Milltimber, Aberdeen forming part of the Lands and Estate of Oldfold and Stonegavel situated in the County of Aberdeen registered in the Land Register of Scotland under Title Number ABN127846; Together with (One) the whole heritable fixtures and fittings therein and thereon, (Two) free ish and entry therefrom and thereto, (Three) the parts, privileges and pertinents thereof and (Four) the whole rights, common, mutual and exclusive effeiring thereto; TOGETHER ALSO WITH the right to (One) the real burdens set out in Part 2 of the schedule annexed and signed as relative to the Disposition by the Seller in favour of the Purchaser to be registered in the Land Register of Scotland under Title Number ABN127846 on 23 November 2017 (Two) the servitude rights set out in part 3 of the schedule to the said Disposition and (Three) the servitudes and real burdens constituted by Deed of Application of Development Management Scheme and Deed of Servitude by the Seller and the Purchaser dated 5th and 18th April 2016 and registered in the Land Register of Scotland under Title Numbers ABN120898, ABN124171, ABN127846 and ABN126979 on 26th April 2016; 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 ("the Standard Conditions"); And we agree that the Standard Conditions shall be varied in accordance with the following provisions:-

1. Standard Conditions 1, 2, 4, 5 and 12 shall not apply.
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 Purchasers of the Secured Obligations."

And we, the Purchasers, grant warrandice and we consent to registration for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the three preceding pages together with the plan annexed are executed as follows:-

SUBSCRIBED for and on behalf of

CALA MANAGEMENT LIMITED

at WESTHILL

on the 28th day

of JUNE 2019

by

 Authorised Signatory

MICHAEL GRICE NAMSIMBI Full Name

 Authorised Signatory

STEPHEN MULWAND JARIE Full Name



A. Record Information		1	2	3
OFFICE	DATE	FILE NO.	FILE NO.	FILE NO.
INFORMATION				
Title Mr. J. Edgar Hoover, U.S. Department of Justice 400 ... Washington, D.C. 20535		Date 11-17-67		
Name J. Edgar Hoover		Address 400 ... Washington, D.C. 20535		
NORR				

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