

# MR01

## Particulars of a charge



Companies House

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

THURSDAY



SCT \*S8CUDS5V\* #123  
29/08/2019  
COMPANIES HOUSE

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ **What this form is NC**  
You may not use this form to  
register a charge when  
instrument. Use form N

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 0 1 3 6 5 5

Company name in full CALA Management Limited

482 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 d 2 d 6 m 0 m 8 y 2 y 0 y 1 y 9

### 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 Builyeon Farms LLP (SO305631)

Name Michael Stewart Salvin Bowlby as Trustee acting under Deed of  
Trust by Sara Norina Marie Bowlby dated 23rd December 1992

Name David James Erwin as Trustee acting under Deed of Trust by  
Sara Norina Marie Bowlby dated 23rd December 1992


Name Gillespie Macandrew (Trustees) Limited as Trustee acting under  
Deed of Trust Sara Norina Marie Bowlby dated 23rd December 1992

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

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<b>4</b>	<b>Brief description</b>	<p>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.</p>	<p>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".</p> <p>Please limit the description to the available space.</p>	
Brief description	<p>Part of land at Builyeon Road, South Queensferry registered in the Land Register of Scotland under Title Number WLN51472. For more details please refer to the instrument.</p>			
<b>5</b>	<b>Other charge or fixed security</b>	<p>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.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>		
<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>		
<b>7</b>	<b>Negative Pledge</b>	<p>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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>		
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	<p>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.</p> <p><input type="checkbox"/></p>	<p><sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).</p>	
<b>9</b>	<b>Signature</b>	<p>Please sign the form here.</p> <p>Signature</p> <p>X  X</p> <p>AGENT FOR THE CHARGE</p> <p>This form must be signed by a person with an interest in the charge.</p>		

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	Rae Gilchrist
Company name	Gillespie Macandrew LLP
Address	5 Atholl Crescent
Post town	Edinburgh
County/Region	
Postcode	E H 3 8 E J
Country	Scotland
DX	ED113
Telephone	0131 240 0763

**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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 13655

Charge code: SC01 3655 0482

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th August 2019 and created by CALA MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th August 2019.

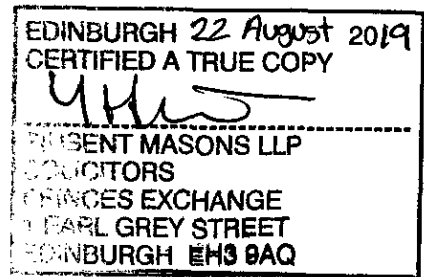
Given at Companies House, Edinburgh on 30th August 2019



**Companies House**



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



**STANDARD SECURITY**

**By**

**CALA MANAGEMENT LIMITED**

**in favour of**

**BUILYEON FARMS LLP and others**

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**Subjects: Land at Builyeon Road, South Queensferry**

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**Pinsent Masons**

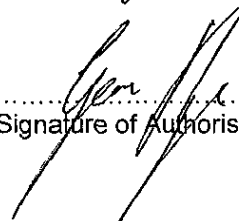
WE, **CALA MANAGEMENT LIMITED** incorporated under the Companies Acts in Scotland with company number SC013655 and having our registered office at Adam House, 5 Mid New Cultins, Edinburgh, EH11 4DU (the "**Owner**") have entered into missives with BUILYEON FARMS LLP a limited liability partnership incorporated in Scotland (Registered Number SO305631) and having its registered office at 5 Atholl Crescent, Edinburgh, EH3 8EJ and (ii) MICHAEL STEWART SALVIN BOWLBY, of Gurnsmead Farm, Kingston Lisle, Wantage, Oxfordshire OX12 9QT, DAVID JAMES ERWIN, formerly of 21A Kingly Street, London W1B 5QA and now of Pond House, Woolstone, Faringdon, Oxon SN7 7QL and GILLESPIE MACANDREW (TRUSTEES) LIMITED (Company Number SC198914) and having its Registered Office at 5 Atholl Crescent, Edinburgh EH3 8EJ each in their capacity as Trustees acting under DEED OF TRUST BY SARA NORINA MARIE BOWLBY DATED 23<sup>RD</sup> DECEMBER 1992 (the "**Counterparty**") comprising (i) offer by Pinsent Masons LLP, Solicitors, Aberdeen, on our behalf, dated 13th August 2019 and (ii) acceptance by Gillespie Macandrew, Solicitors, Edinburgh on behalf of the Counterparty, dated 13th August 2019 (such missives as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced from time to time being referred to as the "**Missives**") in respect of the Security Subjects (as defined below) and in terms of which we have undertaken inter alia to pay deferred consideration to the Counterparty on the terms set out in Clause 3.8 to 3.10 inclusive of the said offer forming part of the Missives dated 13th August 2019 **AND DO HEREBY** in security of the performance by us of all present and future payment obligations upon us in terms of Clause 3.8 to 3.10 inclusive of the said offer dated 13th August 2019 **GRANT** a Standard Security in favour of the Counterparty over **ALL** and **WHOLE** the subjects coloured yellow, green and red on the plan annexed as relative hereto and forming part of the subjects registered in the Land Register of Scotland under Title Number WLN51472 and which subjects secured are so secured together with (One) the whole buildings and other erections (if any) on them; (Two) the parts, privileges and pertinents of them; (Three) the whole rights common, mutual or sole effering to them; (Four) the fittings and fixtures in and on them and (Five) the Owner's whole right, title and interest, present and future in and to them (all 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 of them operative for the time being (the "**Standard Conditions**"), varied as mentioned below, apply; And we agree that the Standard Conditions are varied to the effect specified in the Schedule of Variation of Standard Conditions annexed and signed as relative hereto; And the Owner grants warrantice: **IN WITNESS WHEREOF** these presents printed on this page together with the Schedule and plan annexed are executed as follows:-

Subscribed for CALA MANAGEMENT LIMITED  
at Falkirk  
on 20<sup>TH</sup> AUGUST 2019  
by

.....  
CRAIG LYNES  
Full Name (Authorised Signatory)

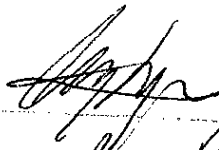
.....  
CAVIN MICHAEL POPE  
Full Name (Authorised Signatory)

.....  
  
Signature of Authorised Signatory

.....  
  
Signature of Authorised Signatory

**THIS IS THE SCHEDULE OF VARIATION OF STANDARD CONDITIONS REFERRED TO IN  
THE FOREGOING STANDARD SECURITY GRANTED BY CALA MANAGEMENT LIMITED  
IN FAVOUR OF BUILYEON FARMS LLP and the Trustees acting under DEED OF TRUST  
BY SARA NORINA MARIE BOWLBY**

1. Standard Conditions 1, 2, 4, 5 and 12 are delete and do not apply.
2. Standard Condition 7 shall apply as if references to the "standard conditions" therein are references to the Standard Conditions as varied hereby.
3. The Owner must not at any time during the continuance of the foregoing standard security create or agree to create a subsequent security over the Security Subjects (or any part(s) of them) without the prior written consent of the Counterparty.
4. The Counterparty consents to the Owner proceeding with the residential development of the Security Subjects (or any part(s) of them).
5. The Owner is entitled, without the consent of the Counterparty, to create servitudes, wayleaves, third party rights, burdens, title conditions, restrictions or others affecting the Security Subjects (or any part(s) of them) to the extent required to facilitate the residential development and sale of the Security Subjects (or any part(s) of them) including, without prejudice to the generality, entering into any or more of the following: planning agreements, deeds of conditions, development management schemes, and variation(s) of any of those.
6. Words and expressions used in this Schedule shall, unless the context otherwise requires, have the same meaning as words and expressions in the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "**1970 Act**") (including, without prejudice to the generality, Schedule 3 to the 1970 Act).

X   
X 