

MR01

Particulars of a charge

Oyez

356047/£23



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 there is no
instrument. Use form MR08.

TUESDAY



SCAFAC1K

SCT

22/08/2023

#80

COMPANIES HOUSE

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 | 543 For official use |
| Company number | S C 0 1 3 6 5 5 | Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by * |
| Company name in full | CALA MANAGEMENT LIMITED | |

| | |
|----------------------|-----------------------------|
| 2 | Charge creation date |
| Charge creation date | 0 4 / 0 8 / 2 0 2 3 |

| | |
|----------|--|
| 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 | Mrs Sheila St Clair Stewart, Fiona Maxwell |
| | Stewart, Alison Stewart and Katherine Stewart |
| Name | or Dawes as Trustees of John Stewart's 1990 |
| | (No2) Trust and Patricia Stewart's 1990 (No2) Trust |
| Name | |
| | |
| Name | |
| | |
| | |
| | |
| | If there are more than four names, please supply any four of these names then tick the statement below. |
| | <input checked="" type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge. |

MR01

Particulars of a charge

1

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

All and whole the fourteen areas of ground at Newton, Millerhill extending to 331,561 square feet or thereby and being the fourteen areas of ground shown coloured brown on the plan annexed to the Standard Security and which fourteen areas of ground form part and portion of the subjects ~~currently undergoing registration in the Land Register of Scotland under Title Number M12241789~~

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.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

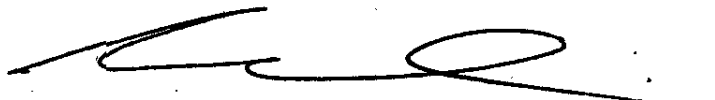
Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

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

Company name

Turcan Connell

Address

Princes Exchange

1 Earl Grey Street

Edinburgh

Post town

County/Region

Postcode

E H 3 9 E E

Country

DX

DX723300 - Edinburgh 43

Telephone

0131 228 8111



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: 13655

Charge code: SC01 3655 0543

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th August 2023 and created by CALA MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd August 2023.

Given at Companies House, Edinburgh on 22nd August 2023



Companies House



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

PAYMENT STANDARD SECURITY


by

CALA MANAGEMENT LIMITED

in favour of

The Trustees of John Stewart's 1990 (No2) Trust and Others

Subjects: Newton Farm, Millerhill

EDINBURGH 26/9/2017
CERTIFIED A TRUE COPY


PINSENT MASONS LLP
58 MORRISON STREET
EDINBURGH
EH3 8BP

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 Cuthins, Edinburgh, EH11 4DU (the "Owner") have entered into missives with (FIRST) MRS SHEILA ST CLAIR STEWART (otherwise Mrs Sheila Stewart), Newton Farm, Millerhill, Dalkeith (otherwise Newton, Dalkeith), (referred to in this Standard Security as "the Surviving Trustee"), and FIONA MAXWELL STEWART, of Newton Farm Cottages, Millerhill, Dalkeith, ALISON STEWART, of Newton Farm Cottages, Millerhill, Dalkeith and KATHERINE STEWART or DAWES, of 11/2 John Street, Portobello, Edinburgh (referred to collectively in this Standard Security as "the Assumed Trustees"), all as Trustees surviving and assumed acting under respectively (1) the Deed of Trust by John Cunningham Stewart dated 7th and registered in the Books of Council and Session on 19th, both December 1990, establishing the Trust known as "John Stewart's 1990 (No 2) Trust" and (2) the Deed of Trust by Miss Patricia Stewart dated 7th and registered in the Books of Council and Session on 19th, both December 1990 establishing the Trust known as "Patricia Stewart's 1990 (No 2) Trust"; and (SECOND) the said FIONA MAXWELL STEWART, the said ALISON STEWART and the said KATHERINE STEWART or DAWES as individuals WITH THE CONSENT and CONCURRENCE OF (THIRD) (a) the Surviving Trustee and the Assumed Trustees as Trustees under John Stewart's 1990 (No 2) Trust and as Trustees under Patricia Stewart's 1990 (No 2) Trust (b) the said Fiona Maxwell Stewart, the said Alison Stewart and the said Katherine Stewart or Dawes as individuals and (c) the said Mrs Sheila St Clair Stewart as an individual all as partners of and trustees for The Stewart Family Partnership constituted by Partnership Agreement dated 7th March 2014 (the said parties (FIRST) and (SECOND) hereinbefore designed being together hereinafter referred to as the "Granters" and the parties (THIRD) hereinbefore designed being together referred to as the "Consenters") (the Granters and the Consenters together being referred to as the "the Counterparty"); comprising (i) offer by Pinsent Masons LLP, Solicitors, Aberdeen, on our behalf, dated 8 March 2023 (the "Offer") and (ii) acceptance by Turcan Connell, Solicitors, Edinburgh, on behalf of the Counterparty, dated 8 March 2023 as subsequently amended (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 after defined Security Subjects and in terms of which the Owner has undertaken inter alia to pay the Tranche 2 Payment, the Tranche 3 Payment, the Tranche 4 Payment and the Tranche 5 Payment to the Counterparty on the terms set out in Clause 4 of the Offer AND DO HEREBY in security of the performance by us of the obligations upon us to pay the Tranche 2 Payment, the Tranche 3 Payment, the Tranche 4 Payment and the Tranche 5 Payment in terms of the said Clause 4 of the Offer GRANT a Standard Security in favour of the Counterparty over ALL and WHOLE the fourteen areas of ground at Newton, Millerhill and extending to 331,661 square feet or thereby and being the fourteen areas of ground shown coloured brown on the plan annexed and executed as relative hereto; and which fourteen areas of ground shown coloured brown on the plan aforesaid being referred to in this Standard Security as the "Security Subjects") and the Security Subjects form part and portion of ALL and WHOLE the subjects currently undergoing registration in the Land



Pinsent Masons

Register of Scotland under Title Number MID239926; and the Security 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 affecting 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; ("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 the Owner agrees 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 warrandice: IN WITNESS WHEREOF this Standard Security consisting of this and the preceding page and the plan and Schedule annexed is signed as follows:-

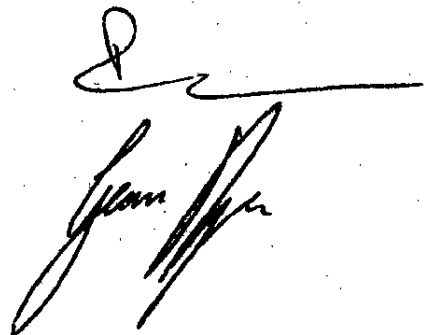
on behalf of CALA MANAGEMENT LIMITED by its attorney, CALA Homes (East) Limited conform to Power of Attorney dated 3rd January 2023

on
24TH July 2023
at
FAIRFAX
Place of signing

.....
Director
.....
DERON LINDSAY
Print name
.....
Director
Gavin Michael Pope
Print name

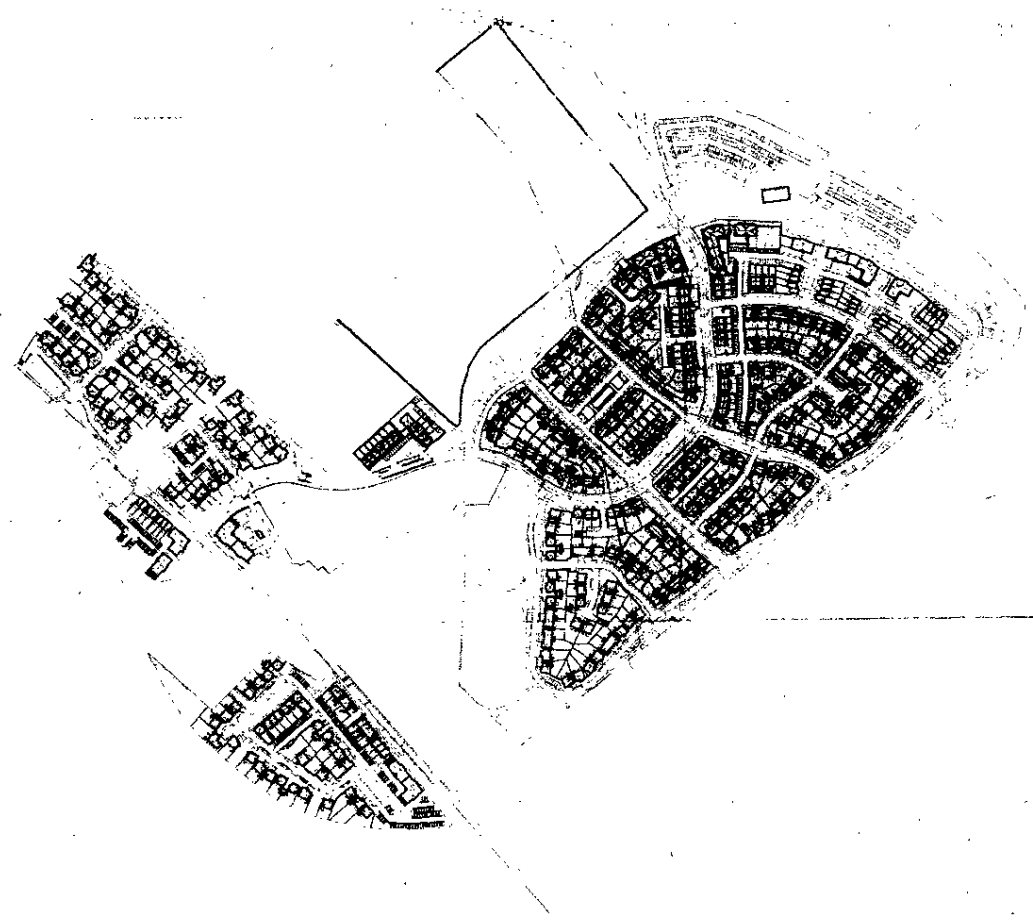
THIS IS THE SCHEDULE OF VARIATION OF STANDARD CONDITIONS REFERRED TO IN THE FOREGOING STANDARD SECURITY GRANTED BY CALA MANAGEMENT LIMITED IN FAVOUR OF THE TRUSTEES OF JOHN STEWART'S 1990 (NO2) TRUST AND OTHERS

- 1 Standard Conditions 1, 2, 4 and 5 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). 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 only 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: deeds of conditions, development management schemes, and variation(s) of any of those agreements.
- 5 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)

A handwritten signature in black ink, appearing to be 'Glen', with a long horizontal line extending to the right.



NEWTON SECURITY AREA = 331,561 sq ft (254)



[Handwritten signature]

| | | | |
|-----------|-----|------|-------------|
| REVISIONS | NO. | DATE | DESCRIPTION |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



LAND DESIGN, CONSTRUCTION, AND PLANNING
1000 W. 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202
TEL: 303.733.1100
WWW.CALA.COM

NEWTON FARM

PLAN 2A
SECURITY AREA PLAN

| | | | |
|-------------|------|-------|------|
| PROJECT NO. | DATE | SCALE | DATE |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | | | |
|------|----|---------|----------|
| DATE | BY | CHKD BY | APP'D BY |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

PROJECT: NEWTON FARM
SHEET: 2A
SCALE: 1" = 100'

