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**MR01**

**Particulars of a charge**



Companies House



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SCT 26/04/2014 #34

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

**You can use the We**  
Please go to [www.cor](http://www.cor)

☒ **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**  
You may not use this form  
to register a charge where the  
instrument. Use form MR01

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.

**1 Company details**

Company number S C 1 8 7 4 2 5

Company name in full 2D Precision Limited

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 0 6 0 4 2 0 1 4

**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 Garioch Development Company Limited

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.

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

**Continuation page**  
Please use a continuation page if you need to enter more details.

Description

All and Whole that plot or area of ground lying within the Brechin Industrial Estate, Montrose Road, Brechin in the Parish of Brechin and County of Angus and the buildings thereon known as Units 1-4 Brechin Industrial Estate, Montrose Road, Brechin.

**5**

**Fixed charge or fixed security**

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- ☐ **Yes**  
☒ **No**

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**Trustee statement <sup>①</sup>**

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.

☐

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

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**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

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name  
Nikki Watt

Company name  
Thorntons Law LLP

Address  
Whitehall House

33 Yeaman Shore

Post town  
Dundee

County/Region  
Angus

Postcode  
D D 1 4 B J

Country

DX

Telephone  
01382 229 111



### 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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 187425

Charge code: SC18 7425 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 6th April 2014 and created by 2D PRECISION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2014.

Given at Companies House, Edinburgh on 1st May 2014



**Companies House**




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

WE, **2D PRECISION LIMITED**, a company incorporated under the Companies Acts (registered number SC187425) and having our registered office at 13 Gellatly Place, Brechin, Angus, DD9 6BS (hereinafter referred to as the "Purchaser") CONSIDERING that we have entered into missives for the purchase of the Property (as hereinafter defined) hereinafter secured with **GARIOCH DEVELOPMENT COMPANY LIMITED** a company incorporated under the Companies Acts (Company Number SC041214) having their Registered Office at 34 Duthie Terrace, Aberdeen, AB10 7PQ (who and whose assignees are hereinafter referred to as the "Seller") said missives dated 31 March 2014 and subsequent dates (hereinafter referred to as the "Missives") and FURTHER CONSIDERING that in terms of the Missives, we the Purchaser have undertaken certain obligations to the Seller NOW THEREFORE we, the Purchaser, HEREBY IN SECURITY of all sums of principal, interest and charges due and which may become due by us to the Seller under and in terms of the Missives grant a Standard Security in favour of the Seller over ALL and WHOLE that plot or area of ground lying within the Brechin Industrial Estate, Montrose Road, Brechin in the Parish of Brechin and County of Angus and now in the District of Angus in the Tayside Region and for the purposes of the registration of writs in the County of Angus extending to Three decimal or one tenth parts of an hectare (0.30 ha) or thereby, all as the said plot or area of ground is more fully described in the disposition by Scottish Enterprise in favour of the Seller dated 20 April and recorded in the General Register of Sasines applicable to the County of Angus on 13 June all in the year 1995 (the "Property"); Together with (1) a right to use the estate roads within the estate (if any) within which the Property is situated in common with other parties entitled to use the same for pedestrian and vehicular access to and egress from the Property (2) a right to make connections with or to connect to all or any of the services which at present or in the future will serve the Property; and (3) our whole right, title and interest, therein and thereto; The standard conditions specified in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply but we, the Purchaser, agree that the said standard conditions shall be varied to the effect specified in the Schedule of Variation of Standard Conditions annexed and executed as relative hereto; And we


Dundee 25/4/2014

Confirmed a true and complete copy

Signed   
Notary Public

grant warrantice; And we consent to the registration hereof for preservation and execution: IN  
WITNESS WHEREOF

These presents together with the preceding page and schedule  
annexed hereto are signed by me Scott Milne, Director, on and behalf of the said 2D  
Precision Limited, at Brechin on the Sixth day of April, Two Thousand and Fourteen before  
this witness Kathleen Milne of 1 East Bank, Brechin, Angus, DD9 6AT.

 (Scott Milne). 4/4/14.  
\* K. Milne (Kathleen Milne)

This is the Schedule of Variation of Standard Conditions referred to in the foregoing Standard Security granted by 2D Precision Limited in favour of Garioch Development Company Limited in relation to subjects at Brechin Industrial Estate, Montrose Road, Brechin dated the Sixth Day of April, Two Thousand and Fourteen.

#### The Schedule


1. Standard conditions 2 (a), shall be delete and shall not apply.
2. The Purchaser shall not without the prior consent in writing of the Seller at any time during the continuance of the security create a security or charge fixed or floating over the Property (whether ranking or purporting to rank prior to, subsequent to or *pari passu* with this Standard Security).
3. The Purchaser shall not without the prior consent in writing of the Seller at any time during the continuance of the security:
  - 3.1 in any way create any servitudes, wayleaves, third party rights or any burdens, title conditions, restrictions or others affecting the Property except to the extent required to facilitate the residential development of the Property; or
  - 3.2 transfer the Property under burden of this Standard Security.
4. Condition 7 of the standard conditions shall apply as if reference to "the standard conditions" therein are references to the standard conditions as varied hereby.
5. Condition 9.1 (b) shall be deleted and substituted by the following:

"where there has been a failure to comply with any other requirement arising out of the security or any breach by the Purchaser of their obligations under the Missives".
6. In respect of standard condition 10 (3) in the event of the Seller entering into possession of the Property or any part thereof it shall be entitled as agent of the Purchaser to remove, store, sell



Purchaser shall fail to remove from the Property or the relevant part thereof within 14 days of being requested to do so by written notice on the Purchaser and the Seller shall not be liable for any loss occasioned to the Purchaser who shall free and relieve the Seller of all expenses incurred by it in relation to such goods, plant, machinery, heritable fixtures and fittings provided always that the Seller shall account to the Purchaser for the proceeds of any such sale after deducting any such expenses.

7. Standard condition 12 shall be varied to the extent that the Purchaser and Seller shall each meet their own expenses of the preparation and execution of this Standard Security. The Purchaser shall meet the cost of registration of any of the foregoing deeds which require to be registered.

 (Scott M. He)  
4/4/14.