

13/00/657

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

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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.

SATURDAY



S3B0UFPT

SCT

28/06/2014

#379

COMPANIES HOUSE

1 Company details

Company number S C 2 7 6 0 6 8

Company name in full Acony Bell Properties Limited

For official use

7

→ **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 5 m 0 6 y 2 0 y 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 SHAWBROOK BANK 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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Particulars of a 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 subjects known as and forming Blinkbonny Farm Buildings, Blinkbonny, Newburgh, Cupar, KY14 6JE being the subjects registered under Title Number FFE78275

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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Particulars of a charge

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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).

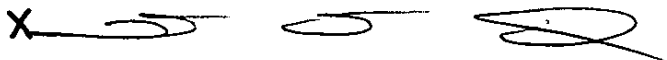
9

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

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 **DAVID WATSON**

Company name **WILSON MCKENDRICK**

Address

Post town

County/Region

Postcode

Country

DX **GW168 GLASGOW**

Telephone **0141 242 6022**



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 276068

Charge code: SC27 6068 0007

The Registrar of Companies for Scotland hereby certifies that a charge dated 25th June 2014 and created by ACONY BELL PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2014.

Given at Companies House, Edinburgh on 4th July 2014



Companies House



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

This document and the incorporated security terms form an important deed securing all sums due or that may become due to the Lender by you. If the Lender is not paid you may lose the property charged. We recommend you take Independent Legal Advice on the effect of this deed.



STANDARD SECURITY

In this deed the expressions set out below shall have the following meanings and effect:

The Borrower: Acorn Bell Properties Limited (Company Number SC276068) incorporated under the Companies Acts and having our registered office at Johnston Carmichael, 66 Tay Street, Perth

Where the Borrower is more than one person the singular includes the plural and all obligations of the Borrower are undertaken jointly and severally

1. The Lender

Shawbrook Bank Limited (Registered Number 388466) having their Registered Office at Lutetia House, The Drive, Warley Hill Business Park, Brentwood, Essex CM13 3BE

2. The Loan Such sums of money agreed to be advanced by the Lender to the Borrower

3. The Consentor

(where applicable):

being the non-entitled Spouse of the Borrower residing at the Property

4. The Property The heritable subjects known as

ALL and WHOLE subjects known as and forming Blinkbonny Farm Buildings, Blinkbonny, Newburgh, Cupar, KY14 6JE being the subjects registered under Title Number FFE78275

Together with the whole buildings and others erected thereon, the goodwill of the business carried on from the Property, the whole fittings, fixtures, plant and machinery so far as heritable and all trade and working utensils, equipment, machinery, furniture and furnishings, the mines, metals and minerals, the parts, privileges and pertinents and the Borrowers whole right, title and interest present and future in and to the said Property and all rights of access and egress therefrom and thereto.

The Borrower in security of (a) all monies due by the Borrower and Consentor (if any) to the Lender now or at any future time in any manner or in any respect whatsoever, whether due by the Borrower solely or jointly and severally with any person or persons, firm, corporation or other body under any Agreement between them and under this Standard Security and (b) all other obligations due by the Borrower to the Lender under this Standard Security or as described in the Lender's Commercial Mortgage Terms and Conditions dated 2 January 2013, with the consent of the Consentor (if any) for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or the Civil Partnership Act 2004 grants a Standard Security in favour of the Lender over the Property. The Consentor (if any) consents to the making of the Loan. The Borrower hereby undertakes to the Lender (a) in the event of the Lender becoming entitled in law to enter into possession of the Property, that the Lender upon entering into possession of the Property shall (but only in respect of matters hereinafter mentioned) become and be the agent of the Borrower with the authority at the Borrower's expense to remove, store, preserve, sell or otherwise dispose of any furniture or effects of the Borrower which the Borrower shall refuse or omit to remove from the Property in such manner as the Lender may think fit and (b) to insure the Property and that to the full reinstatement value. The Borrower, if single or the sole proprietor of the Property, hereby declares that the Property is neither a matrimonial home in relation to which any spouse of the Borrower has occupancy rights in terms of the

David Watson
Solicitor, Notary Public
Wilson McKendrick Solicitors
29 St. Vincent Place
Glasgow G1 2DT

Glasgow

I certify that this is a true and complete copy
of the original document

Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) nor a family home in relation to which any civil partner of the Borrower has occupancy rights in terms of the Civil Partnership Act 2004 (as amended).

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by the Redemption of Standard Securities (Scotland) Act 1971 (and as varied by the above mentioned Commercial Mortgage Terms and Conditions dated 2 January 2013, a copy of which the Borrower hereby acknowledges receipt), and any lawful variation thereof operative for the time being shall apply; And the Consignor (if any) consents to the Borrower(s) dispensing with or shortening the period of any Calling-Up Notice served in terms of Section 19(10) of the said Conveyancing and Feudal Reform (Scotland) Act 1970; but the Security hereby granted is subject to a Standard Security granted by the Borrower in favour of

And subject as aforesaid the Borrower grants warrantice; And the Borrower(s) consent to registration of this Standard Security for execution: IN WITNESS WHEREOF these presents are executed by the Borrower and the Consignor (if any) at Perth on the 21 day of Two thousand and before these witnesses MAY 2014

Witness Signature J M Keys

Witness Name (CAPITALS) J M KEYS

Address KIRKWOOD STEADING

ST. MADDES, PH2 7NF

Occupation PHYSIOTHERAPIST

J Watson

JANE ELIZABETH WATSON
DIRECTOR

BORROWERS SIGNATURE

Witness Signature J M Keys

Witness Name (CAPITALS) J M KEYS

Address KIRKWOOD STEADING

ST. MADDES, PH2 7NF

Occupation PHYSIOTHERAPIST

M A Fairweather

MARIE ADRIAN FAIRWEATHER
DIRECTOR

BORROWERS SIGNATURE