

MR01

Particulars of a charge



**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](http://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](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration with 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, scanned and placed on the public record.

WEDNESDAY



\*S3ATC3GB\*

SCT

25/06/2014

#552

COMPANIES HOUSE

**1 Company details**

Company number S C 4 0 7 0 7 2

Company name in full Prime Four Limited

For official use

**→ Filing 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 d1 d2 m0 m6 y2 y0 y1 y4

**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 Catherine Greig Findlay or Stewart

Name Mrs Maggie Jane Findlay or Stephen

Name Andrew James Findlay (as an individual and  
executor)

Name David Alan Rennie (as an executor)

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 the area of ground at Kingswells Home Farm, Kingswells, Aberdeen extending to 24.93 acres or thereby which is known as Phase 5, Prime Four Business Park, Kingswells forming part and portion of Kingswells Home Farm, Kingswells, Aberdeen and registered in the Land Register of Scotland under Title Number ABN105138

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 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.

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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 DAR.ES.FIN.1.9

Company name Stronachs LLP

Address 34 Albyn Place

Post town Aberdeen

County/Region

Postcode A B 1 0 1 F W

Country

DX DX AB41 Aberdeen LP69 Aberdeen-1

Telephone 01224 845845



**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: 407072

Charge code: SC40 7072 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th June 2014 and created by PRIME FOUR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th June 2014.

Given at Companies House, Edinburgh on 2nd July 2014



**Companies House**



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



.....  
**For Stronachs LLP, Solicitors, Aberdeen**

We, **PRIME FOUR LIMITED**, incorporated under the Companies Acts, Company Number SC407072 and having our Registered Office at The Coach House, 12 Rubislaw Terrace Lane, Aberdeen, AB10 1XF (hereinafter referred to as "**the Debtor**") hereby in security of the obligations undertaken by Drum Kingswells Business Park Limited (formerly Sutco Limited whose name was changed conform to certificate of Incorporation on Change of Name dated 8 June 2011), a company incorporated under the Companies Acts, Company Number SC374483 and having its Registered Office formerly at Union Plaza (6<sup>th</sup> Floor), 1 Union Wynd Aberdeen, AB10 1DQ and now at 12 Rubislaw Terrace Lane, Aberdeen, AB10 1XF in terms of the Minute of Agreement between the said Sutco Limited and **Andrew James Findlay**, residing at Home Farm Cottage, Kingswells, Aberdeen and **David Alan Rennie**, Solicitor, 34 Albyn Place Aberdeen, **the executors of the late Andrew Coutts Findlay**, who resided formerly at Home Farm Cottage, Kingswells, Aberdeen and thereafter care of Pitcairn Care Home, Kirkton of Skene, Westhill, Aberdeenshire conform to Certificate of Confirmation in their favour issued by the Commissariat of Grampian, Highlands and Islands at Aberdeen dated 27<sup>th</sup> May 2010 and **Andrew James Findlay**, residing at Home Farm Cottage, Kingswells, Aberdeen, as an individual, **Mrs Maggie Jane Findlay or Stephen** residing formerly at Upper Beanshill, Milltimber, thereafter at Quithelhead, Durris, Crathes, by Banchory and now at Fifty-six Sunnyside Avenue, Drumoak, Aberdeenshire and **Mrs Catherine Greig Findlay or Stewart** residing at Eleven St John's Gardens, Kemnay, Aberdeenshire (hereinafter collectively referred to as "**the Creditor**") dated 11<sup>th</sup> and 14<sup>th</sup> both days of June 2010 and registered in the Books of Council and Session on 13<sup>th</sup> February 2012 and the Minute of Variation between the said Sutco Limited and the Creditor dated 7<sup>th</sup> and 8<sup>th</sup> both days of June 2011 and registered in the Books of Council and Session on 13<sup>th</sup> February 2012 ("**the Clawback Agreement**") including the obligation to pay any sum of Clawback (as defined in the Clawback Agreement) under the Clawback Agreement, and in respect of such Clawback Agreement we, the Debtor, have now undertaken to perform the whole terms, conditions and obligations thereunder by way of the Assignment between us and the said Drum Kingswells Business Park Limited with consent of the Creditor dated at or around the date(s) hereof, DO HEREBY GRANT a standard security in favour of the Creditor over ALL and WHOLE the area of ground at Kingswells Home Farm, Kingswells, Aberdeen extending to 24.93 acres or

ABERDEEN  
Certified a True Copy

For Stronachs LLP, Solicitors, Aberdeen

thereby which is known as Phase 5, Prime Four Business Park, Kingswells which area of ground is shown coloured pink on the plan annexed and executed as relative hereto, and forms part and portion of the subjects known as Kingswells Home Farm, Kingswells, Aberdeen and registered in the Land Register of Scotland under Title Number ABN105138 and which subjects are disposed to the Debtor by way of the Disposition by the said Drum Kingswells Business Park Limited in our favour dated of even date herewith and registered or intended to be registered in the Land Register of Scotland of even date with registration of this security; Together with (First) the fittings and fixtures therein and thereon; (Second) the parts, privileges and pertinents effeiring thereto; (Third) the servitudes and other rights effeiring thereto; and (Fourth) the Debtor's whole right, title and interest therein and thereto; The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) and any lawful variation thereof operative for the time being shall apply and those standard conditions shall be varied as follows (the numbering corresponding with the numbering of the standard conditions as they appear in that schedule):

- 1 (a) shall apply having due regard to the fact the Debtor is acquiring the security subjects to develop or part or parts thereof for non-agricultural development such as residential, recreational or commercial development thereon;
- 1 (b) and (c) shall only apply to any individual unit on the security subjects after that unit has been completed;
- 2 shall not apply;
- 5 (a) the obligation shall be to insure for reinstatement value and not market value; and
- 6 the words "which consent shall not be unreasonably withheld or delayed and shall be deemed to be granted within 28 days of the written request for the same unless the Creditor confirms otherwise" shall be added after the word "Creditor" where it appears in the second line thereof;
- 7 Condition 7 of the Standard Conditions shall apply as if references to "the standard conditions" therein are references to the Standard Conditions as varied hereby.



Condition 12 of the Standard Conditions is amended by the deletion of the words "the preparation and execution of the standard security and any variation, restriction and discharge thereof" and the substitution therefor of the words "the preparation and execution of any variation, restriction and discharge of the standard security".

Subject as aftermentioned, the Creditor consents to the construction or creation by the Debtor or their nominees or their respective agents and contractors of any infrastructure (including without prejudice to the foregoing generality roads, pavements, access ways, landscaped and public areas, drainage, water and other services infrastructure and visibility splays) required to be constructed or created within the security subjects in terms of any Subsequent Planning Permission or any related section 75 or similar Agreement (as those terms are defined in the Clawback Agreement) (hereinafter referred to as "the Infrastructure Works"), but subject to the following conditions:

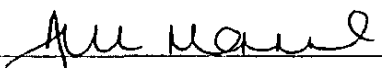
- (a) The Debtor or the foresaids, shall not be entitled to carry out any Infrastructure Works, to the extent or in such a way as the same would be materially prejudicial to the beneficial development of the security subjects on their own in accordance with the Subsequent Planning Permission and any related section 75 or similar Agreement;
- (b) The Infrastructure Works shall be carried out in a proper and workmanlike manner, and in accordance with all applicable statutes, regulations and codes of practice;
- (c) All damage to the security subjects caused in the carrying out of the Infrastructure Works permitted in terms of this Standard Security shall be made good to the Creditor's reasonable satisfaction as soon as reasonably practicable by the Debtor, but that only to the extent that such damage would materially prejudice the development of the security subjects or would

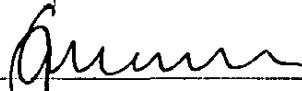
materially increase the costs of such development, or as are required to maintain a safe and secure site,

- (d) The Debtor shall exhibit such information and documentation as is reasonably requested by the Creditor in relation to any such Infrastructure Works;

And we, the Debtor, grant warrandice: IN WITNESS WHEREOF these presents printed on this and the preceding 3 pages together with the Plan annexed are executed as follows:-

Signed for and on behalf of the said **PRIME FOUR LIMITED** as follows:-

  
signature of  
~~director/secretary/~~ witness  
ANNE-MARIE MORRICE  
full name of above (print)  
12 RUBISLAW TERRACE  
LANE ABERDEEN  
address of witness

  
signature of  
director/~~secretary~~  
GRAEME MORRISON BONE  
full name of above (print)  
9/6/2014  
date of signing  
ABERDEEN  
place of signing

This is the plan referred to  
in the foregoing Standard  
Security by Prime Four Limited  
in favour of Andrew James Findlay  
and David Alan Renne as  
executors of Andrew Cairns  
Findlay, Andrew James Findlay,  
Mrs Marie Jane Findlay or  
Stephen and Mrs Catherine  
Gregory Findlay or Stewart

*Findlay*

Area of remainder of phase  
three : 24.93 Acres

0 50 100 200 300m

Prime Four Business Park  
Kingswells, ABERDEEN

Phase Three boundary plan

Scale: 1:5000 @ A3

Date: January 2014

Dwg No: A4828 / sk-110 revision B

Prepared by the planning department of the Aberdeen City Council



HALLIDAY FRASER MUNRO

CHARITIED ARCHITECTS - PLANNING CONSULTANTS  
ABERDEEN • BELFAST • DUNDEE • EDINBURGH • GLASGOW

**STANDARD SECURITY**

- by -

**PRIME FOUR LIMITED**

- in favour of -

**ANDREW JAMES FINDLAY, AND DAVID ALAN RENNIE AS  
EXECUTORS OF ANDREW COUTTS FINDLAY, ANDREW  
JAMES FINDLAY, MRS MAGGIE JANE FINDLAY OR  
STEPHEN AND MRS CATHERINE GREIG FINDLAY OR  
STEWART**

Re: Phase 5, Prime Four Business Park, Kingswells, Aberdeen

**Brodies LLP  
23 Carden Place  
Aberdeen AB10 1UQ  
T: 01224 392242  
F: 01224 392244  
DX AB 10  
Ref:CMAC.DRU72.17  
FAS 0468  
2014**