

MR01

Particulars of a charge



Companies House



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

COMPANIES HOUSE

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

X What this form is NOT for
You may not use this form to
register a charge when
instrument. Use form NC01



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17/01/2018

#655

COMPANIES HOUSE

EDINBURGH FRONT DESK

This form must be delivered to the Registrar for registration
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 5 7 6 7 8 5
Company name in full Cruden Homes (Aberlady) 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 d 0 d 3 m 0 m 1 y 2 y 0 y 1 y 8

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 The Trustees for Lord Wemyss Trust - First Grandchildren's Fund

Name

Name

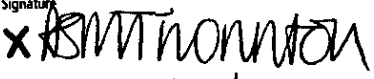
Name

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.

MR01

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4	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. <i>Brief description</i> Subjects at Kirk Road, Aberlady shown coloured orange and blue on the plan annexed to the instrument.	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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	Trustee statement 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. <input type="checkbox"/>	● This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. <i>Signature</i> X  X for Shepherd and Wedderburn LLP as agent for persons entitled to the charge This form must be signed by a person with an interest in the charge.	

MR01

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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 Alistair Wallace
Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 8 U L

Country Scotland

DX 551970 Edinburgh 53

Telephone 0131 473 5131



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: 576785

Charge code: SC57 6785 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd January 2018 and created by CRUDEN HOMES (ABERLADY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th January 2018.

Given at Companies House, Edinburgh on 22nd January 2018



Companies House



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



CRUDEN HOMES (ABERLADY) LIMITED

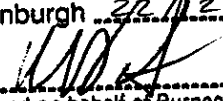
and

**THE TRUSTEES FOR LORD WEMYSS TRUST - FIRST GRANDCHILDREN'S
FUND**

STANDARD SECURITY

relating to

KIRK ROAD, ABERLADY

Certified a true copy
Edinburgh 22/12/2017

for and on behalf of Burness Paull LLP

WE, **CRUDEN HOMES (ABERLADY) LIMITED**, a company incorporated in Scotland under the Companies Acts (Registered Number SC576785) and having our Registered Office at Baberton House, Juniper Green, Edinburgh, EH14 3HN (the "**Grantor**") HEREBY IN SECURITY of the obligation to pay the purchase price in terms of the missives entered into between Cruden Homes (East) Limited, a company incorporated in Scotland under the Companies Acts (Registered Number SC162868) and having its Registered Office at Baberton House, Juniper Green, Edinburgh, EH14 3HN ("**CHE**") and (1) Michael James Wemyss of Wemyss Castle, Fife; (2) The Honourable Anthony Ramsay, of 37 Anhalt Road, London; and (3) Maria-Antonieta Lopez-Portillo, residing at The Grove, Beckley, Oxford, OX3 9US the present Trustees of the fund known as the First Grandchildren's Fund under Deed of Trust granted by the late The Right Honourable Francis David Charteris, Twelfth Earl of Wemyss and March, KT, LLD, DUniv, JP, of Gosford House, Longniddry, East Lothian dated 29 January and registered in the Books of Council and Session on 5 February both 1963 as varied by (First) Arrangement under Section 11 of the Trusts (Scotland) Act 1961 approved by Interlocutor of the Court of Session dated 5 March and registered in the Books of Council and Session on 1 April, both 1971 and (Second) Arrangement under Section 11 of the Trusts (Scotland) Act 1961 approved by Interlocutor of the said Court dated 22 December 1976 and registered in the Books of Council and Session on 8 March 1979 and as such Trustees of The First Grandchildren's Fund (the "**Seller**") constituted said missives by:

- i. formal letters exchanged between Burness Paull LLP on behalf of CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 10 December 2015;
- ii. formal letters exchanged between Burness Paull LLP on behalf of CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 31 December 2015;
- iii. formal letters exchanged between Burness Paull LLP on behalf of CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 20 and 21 January 2016;
- iv. formal letters exchanged between Burness Paull LLP on behalf of CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 5 and 6 September 2016;
- v. formal purification letter by Burness Paull LLP on behalf of CHE to Shepherd and Wedderburn LLP on behalf of the Seller dated 20 September 2016;
- vi. formal letters exchanged between Burness Paull LLP on behalf of CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 20 December 2016;
- vii. formal letters exchanged between Burness Paull LLP on behalf of CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 9 June 2017
- viii. formal letters exchanged between Burness Paull LLP on behalf of CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 20 and 21 June 2017;

- ix. formal letters exchanged between Burness Paull LLP on behalf of CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 1 September 2017;
- x. formal letters exchanged between Burness Paull LLP on behalf of CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 29 September 2017;
- xi. formal letters exchanged between Burness Paull LLP on behalf of CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 31 October 2017;
- xii. formal letters exchanged between Burness Paull LLP on behalf of CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 17 November 2017;
- xiii. formal letters exchanged between Burness Paull LLP on behalf of CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 28 November;
- xiv. formal letters exchanged between Burness Paull LLP on behalf of the CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 7 December 2017;
- xv. formal letters exchanged between Burness Paull LLP on behalf of the CHE and Shepherd and Wedderburn LLP on behalf of the Seller dated 15 December 2017; and
- xvi. formal purification letter by Burness Paull LLP on behalf of the CHE to Shepherd and Wedderburn LLP on behalf of the Seller dated on or around 21 December 2017;

(the “**Missives**”) GRANT a Standard Security in favour of the Seller over ALL and WHOLE the subjects at Kirk Road, Aberlady shown coloured orange and blue on the plan annexed and signed as relative hereto (the “**Site**”), and which Site forms part and portion of ALL and WHOLE the subjects more particularly described (IN THE FIRST PLACE) and shown outlined by hatching in black on the plan No.1 annexed and executed as relative to Disposition by the said Twelfth Earl of Wemyss and March and The Wemyss and March Estate Company (in Members’ Voluntary Liquidation) with the consent and concurrence of James Whitton (the Liquidator as therein defined) in favour of David Cairns Fulton, The Reverend Ronald William Vernon Selby Wright and Lieutenant Colonel John Peter Grant as the then trustees acting under the said Deed of Trust by the said Twelfth Earl of Wemyss and March dated and registered in the Books of Council and Session as aforesaid, dated said Disposition 14 March and recorded said Disposition in the Division of the General Register of Sasines applicable to the County of East Lothian and by Memorandum in the Divisions of the General Register of Sasines applicable to the Counties of Midlothian and Selkirk for publication and also in the Books of Council and Session for preservation on 8 May, both 1968; and (SECOND) the subjects more particularly described (IN THE FIRST PLACE) and shown outlined by hatching in black on the plan No. 1 annexed and subscribed as relative to Disposition by the said Twelfth Earl of Wemyss and March in favour of David Cairns Fulton, The Reverend Ronald William Vernon Selby Wright and Lieutenant Colonel John Peter Grant as the then trustees under the said Deed of Trust and registered in the Books of Council and Session as aforesaid, which Disposition was dated 12 March and


recorded in the Division of the General Register of Sasines applicable to the County of East Lothian and by Memorandum in Divisions of the General Register of Sasines applicable to the Counties of Midlothian, Peebles and Selkirk for publication and also in the Books of Council and Session for preservation on 13 March 1968; Together with by way of inclusion and not exception the whole parts, privileges and pertinents thereof and the Grantor's whole respective right, title and interest present and future in and to the Site; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "Act") and any lawful variations thereof operative for the time being shall apply under declaration that the said Standard Conditions shall be varied to the effect specified in the Schedule of Variations of Standard Conditions annexed and executed as relative hereto; And the Grantor grants warrandice: IN WITNESS WHEREOF these presents consisting of this and the two preceding pages together with the schedule and plan annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of
the said CRUDEN HOMES (ABERLADY) LIMITED

at EDINBURGH


on 21/12/2017

by STEVEN GEORGE SIMPSON
Print Full Name


Director

before this witness

CARAYH JENKINS
Print Full Name


Witness

Address

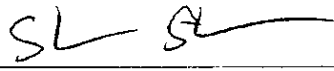
50 LOTHIAN ROAD
EDINBURGH
EH3 9WJ

This is the Schedule of Variations referred to in the foregoing Standard Security granted by Cruden Homes (Aberlady) Limited in favour of the Trustees of The First Grandchildren's Fund in relation to ground at Kirk Road, Aberlady

SCHEDULE

- 1 Standard Conditions 1, 2, 4, and 5 shall be delete and shall not apply.
- 2 With reference to Standard Condition 6, the consent of the Seller shall not be unreasonably withheld or a decision thereon unreasonably delayed.
- 3 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.
- 4 Condition 12 of the Standard Conditions is amended by the deletion of the words "the whole expenses of the preparation and execution of the standard security and any variation, restriction and discharge thereof and, where any of those deeds are registered or recorded, the registration or recording thereof, and".
- 5 The Grantor shall be entitled at any time during the continuance of the Standard Security to create a security or charge over the Site ranking subsequent to the Standard Security without any requirement to obtain the consent of the Seller.
- 6 The Grantor shall at any time during the continuance of the Standard Security be entitled to grant deeds of conditions or other real rights, servitudes and wayleaves reasonably required by the Grantor in respect of the Site and that without any requirement to obtain the consent of the Seller, but provided always that there shall be uniformity in treatment of units between those units located or to be located on the Site and those units located or to be located on adjacent subjects owned by the Grantor.
- 7 The Grantor shall only be entitled at any time during the continuance of the Standard Security to enter into any agreements with the local planning, roads, or any other relevant authority which are intended to create real burdens in relation to the title of the Site and which are required to facilitate, or as a precondition to the grant of any of the consents required for, development of the Site with the consent of the Seller who must act reasonably having regard to any planning permission that the said agreement relates to and such consent will not be unreasonably withheld or a decision thereon unreasonably delayed.
- 8 Each of the provisions of the Standard Security is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

- 9 Words and expressions used in this Schedule shall unless the context otherwise requires have the same meanings as words and expressions in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970.
- 10 The headings in this Schedule are for guidance only and shall not affect the interpretation of the provisions hereof.



Director

- SECURITY ARRANGEMENTS - JV LAND**
- ☐ SECURITY IN PLACE AT POINT OF PURCHASE
 - ☐ SECURITY IN PLACE FOLLOWING 1ST TRANCHE PAYMENT
 - ☐ SECURITY ARRANGEMENTS - CRUDEN LAND
 - ☐ SECURITY IN PLACE AT POINT OF PURCHASE

THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY BY CRUDEN HOMES (ABERLADY) LIMITED IN FAVOUR OF THE TRUSTEES FOR LORD WEMYSS TRUST - FIRST GRANDCHILDREN'S FUND



Project	Kirk Road, Aberlady	Drawing No	1826(G)004	Rev	A
Drawing	Security Arrangements	Scale	1:1250	AS	14/11/17
Drawn	KL	Check	KL	14/11/17	

cruden HOMES
 Four Aberdeen Road, Aberdeen
 Cruden Homes (Aberlady) Limited
 Registered Office: 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100