



Registration of a Charge

Company name: **CRUDEN HOMES (ABERLADY) LIMITED**

Company number: **SC576785**



X6ZEH4FU

Received for Electronic Filing: **09/02/2018**

Details of Charge

Date of creation: **08/02/2018**

Charge code: **SC57 6785 0004**

Persons entitled: **BANK OF SCOTLAND PLC**

Brief description: **PHASE 1 AND PHASE 2 OF THE DEVELOPMENT SITE AT WEST OF KIRK ROAD, ABERLADY, AS MORE FULLY DESCRIBED IN PART 1 OF THE SCHEDULE OF THE INSTRUMENT.**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SCOTT FERRIER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 576785

Charge code: SC57 6785 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th February 2018 and created by CRUDEN HOMES (ABERLADY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th February 2018 .

Given at Companies House, Edinburgh on 12th February 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

BANK OF SCOTLAND

STANDARD SECURITY

by

CRUDEN HOMES (ABERLADY) LIMITED

in favour of

BANK OF SCOTLAND PLC

Property: Phase 1 and Phase 2 of Development site at west of Kirk Road, Aberlady



WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL.

DATE

8/2/15

SIGNED

DLA PIPER UK LLP

DLA PIPER SCOTLAND LLP

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before signing this document.

STANDARD SECURITY

In this **STANDARD SECURITY** the words listed below have the following meanings:-

BoS:	BANK OF SCOTLAND PLC incorporated under the Companies Act 1985 and having its Registered Office at The Mound, Edinburgh EH1 1YZ, including those deriving any title or interest from it, as defined in the Deed of Conditions.
Borrower:	CRUDEN HOMES (ABERLADY) LIMITED , a company incorporated in Scotland under the Companies Acts (Registered Number SC576785) and having its Registered Office at Baberton House, Juniper Green, Edinburgh, EH14 3HN
Property:	Phase 1 and Phase 2 of Development site at west of Kirk Road, Aberlady as more fully described in Part 1 of the Schedule.
Deed of Conditions:	The Deed of Commercial Standard Security Conditions by the Governor and Company of the Bank of Scotland (now known as Bank of Scotland plc) dated 24 May 2006 and registered in the Books of Council and Session on 25 May 2006 and any variation or extension thereof, words defined in the Deed of Conditions having the same meaning in this Standard Security.
Schedule:	The Schedule in three Parts annexed and signed as part of this Standard Security.
Secured Liabilities:	has the meaning given to it in the Deed of Conditions.

1. The Borrower hereby binds itself and its successors and executors whomsoever to pay and discharge the Secured Liabilities to BoS.
2. The Borrower undertakes to comply fully with the Deed of Conditions, the terms of which are incorporated in this Standard Security and a copy of which has been received by the Borrower.
3. The Borrower, in security of the Secured Liabilities, hereby GRANTS a Standard Security in favour of BoS over the Property.
4. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Deed of Conditions, and any lawful variation thereof operative for the time being, shall apply.
5. The Standard Security hereby granted is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule.
6. The Borrower grants warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases of the Property (if any) detailed in Part 3 of the Schedule.
7. The Borrower consents to the registration of this Standard Security for preservation.
8. This Standard Security shall be governed by and construed in accordance with Scots law.

9. For the purposes of Condition 17 of the Deed of Conditions, the service address of BoS is New Uberior House, 11 Earl Grey Street, Edinburgh EH3 9BN. For the attention of: Richard Robinson

IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the Schedule and the plan annexed are executed by the Borrower as follows:

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

at Edinburgh

on 31 January 2018

by

STEVEN GEORGE SIMPSON

Print Full Name



Director

before this witness

ALEX MACMAUGHTON

Print Full Name



Witness

Address

50 Lothian Road

Festival Square

Edinburgh EH3 9WJ

**Schedule referred to in the foregoing Standard Security by Cruden Homes (Aberlady) Limited
in favour of Bank of Scotland plc**

PART 1


ALL and WHOLE the subjects lying to the west of Kirk Road, Aberlady in the County of East Lothian, being the area of ground shown outlined partly in black and partly in red and coloured pink on the plan annexed and executed as relative hereto; being PART and PORTION of the subjects more particularly described in, disposed by and shown outlined partly in red and partly in black and coloured yellow on the plan annexed to the Disposition by The Trustees for Lord Wemyss Trust – First Grandchildren's Fund in favour of Cruden Homes (Aberlady) Limited dated 19 December 2017 and currently undergoing registration in the Land Register of Scotland under Title Number ELN22617 (the "**Borrower Subjects**"); the Borrower Subjects forming PART and PORTION of (FIRST) the subjects in the said County 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 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 Deed of Trust granted by the late The Right Honourable Francis David Charteris, Twelfth Earl of Wemyss and March, KT, LLD, DUniv, JP, residing some time at Gosford House, Longniddry, East Lothian dated 29 January and registered in the Books of Council and Session on 5 February both 1963, 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 in the said County 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 dated and registered in the Books of Council and Session as aforesaid, dated said Disposition 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;

PART 2

NONE

PART 3

NONE



Director

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This is the plan referred to in the foregoing standard security
by Cruden Homes (Aberlady) Limited in favour of Bank of
Scotland plc

[Handwritten signature]

Project	Kirk Road, Aberlady	Drawing No.	1626(LG)009	Rev	E
Drawing	Phases 1 & 2 Security Plan	Status	INFORMATION		
Scale	1:1250 @ A3	Drawn	KH	Date	05/01/18

cruden HOMES
Firm foundations, flexible living
CRUDEN HOMES (EAST) LIMITED
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