

In accordance with
Sections 859A and
859J of the Companies
Act 2006 as applied by
The Limited Liability
Partnerships (Application
of Companies Act 2006)
Regulations 2009.

LL MR01

Particulars of a charge created by a Limited Liability
Partnership (LLP)



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 the
instrument. Use form LL MI

For further information, please



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27/07/2013

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COMPANIES HOUSE

This form must be delivered to the Registrar for registration w
21 days beginning with the day after the date of creation of the cha
delivered outside of the 21 days it will be rejected unless it is accomp
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 LLP details

LLP number

50303433

LLP name in full

COVE NHT 2011 LLP

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

22/07/2013

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

ABERDEEN CITY COUNCIL

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

PLOTS 23 -32 AND
PLOTS 500-505 CHARLESTON,
COVE, ABERDEEN

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 LLP?

☐ Yes

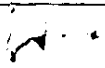
7

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 LLP 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 LL MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

P. Burnside

X

This form must be signed by a person with an interest in the charge.

LL MRO1

Particulars of a charge created by a Limited Liability Partnership (LLP)

**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 LLP's Registered Office address.

Contact name	PAMELA BURNSIDE
LLP name	ABERDEEN CITY COUNCIL
Address	BUSINESS HUB 6
	LEVEL 1 SOUTH
	MARISCHAL COLLEGE
	BROAD STREET
Post town	ABERDEEN
County/Region	
Postcode	AB10 1AQ
Country	SCOTLAND
DX	AB529451 ABERDEEN-9
Telephone	01224 522624

**Certificate**

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register.
- ☐ 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 LLPs registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For LLPs 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 LLPs 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

LLP number: SO303433

Charge code: SO30 3433 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd July 2013 and created by COVE NHT 2011 LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 27th July 2013.

Given at Companies House, Edinburgh on 29th July 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

STANDARD SECURITY

by

Cove NHT 2011 LLP

in favour of

Aberdeen City Council

Dated: 11 July 2013

Registered 22nd July 2013

Certified a true copy of Standard Security by
Cove NHT 2011 LLP in favour of Aberdeen
City Council dated 11th July 2013.

P. Burnside

PAMELA MARY BURNSIDE,
SENIOR SOLICITOR FOR AND ON
BEHALF OF ABERDEEN CITY
COUNCIL.

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CLAUSE

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SCHEDULE

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STANDARD SECURITY

WE:

COVE NHT 2011 LLP, being a limited liability partnership incorporated in Scotland under the Limited Liability Partnerships Act 2000, (registration number SO303433) whose registered office is Peregrine House, Mosscroft Avenue, Westhill Business Park, Westhill, Aberdeen AB32 6TQ (the **Chargor**);

HEREBY GRANT a first ranking standard security in favour of the Local Authority referred to below over ALL and WHOLE the subjects described in the Schedule (the **Property**) in favour of

ABERDEEN CITY COUNCIL, being constituted by the Local Government etc (Scotland) Act 1994 and having its principal place of business at Town House, Broad Street, Aberdeen AB10 1AQ (the **Local Authority**);

DECLARING THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security (including the foregoing section), unless expressly stated to the contrary or the context otherwise requires, the following words and expressions shall have the following meanings:

Business Day means any day which is not a Saturday, a Sunday or a bank or public holiday in Scotland;

Encumbrance means any standard security, assignation in security, floating charge, pledge, lien, hypothecation, encumbrance, title retention or any other agreement or arrangement having the effect of conferring a security interest (whether fixed or floating);.

Event of Default is as defined in the Facility Agreement;

Facility Agreement means the agreement referred to as such between the Chargor and the Local Authority dated 15th September 2011;

Inter Creditor Agreement means the agreement referred to as such between the Chargor, the Local Authority, the Scottish Ministers and Stewart Milne Group Limited dated 15th September 2011;

Management and Maintenance Agreement means the agreement referred to as such between the Chargor, the Local Authority, Scottish Futures Trust Investments Limited and Stewart Milne Group Limited dated 15th September 2011;

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Property means ALL and WHOLE the subjects more particularly described in the Schedule attached, and each and every part thereof;

Schedule means the Schedule attached to this Standard Security;

Secured Liabilities means all present and future obligations and liabilities of the Chargor to the Local Authority hereunder and under the Facility Agreement (including, for the avoidance of doubt, the obligation to repay the sums of money loaned to the Chargor by the Chargee in terms of the Facility Agreement) and each Security Document and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Local Authority;

Security Documents is as defined in the Facility Agreement;

Standard Conditions means the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and any lawful variation thereof operative for the time being;

Standard Security means this first ranking standard security; and

Tenancy Agreement is as defined in the Management and Maintenance Agreement.

1.2 Interpretation

In this Standard Security, except where the context otherwise requires:

- 1.2.1 all references to Clauses and to the Schedule are references to Clauses of and the Schedule to this Standard Security;
- 1.2.2 words signifying the masculine include the feminine and words signifying the neuter include the masculine and the feminine, and words importing the singular include the plural and vice versa;
- 1.2.3 any reference to any statutory provision or enactment of any kind having the force of law includes a reference to that provision as from time to time amended, extended or re-enacted;
- 1.2.4 all references to agreements, documents, or other instruments include a reference to the same as amended or supplemented or restated from time to time by all the parties;
- 1.2.5 any undertaking by the Chargor not to do any act or thing shall, so far as it is within the power of the Chargor, be deemed to include an undertaking to use reasonable endeavours (taking into account the extent of any control or influence it may have) not to allow or permit the doing of that thing;

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- 1.2.6 any notice, instruction, notification, direction, request, consent or approval contemplated herein shall be made or given in writing;
- 1.2.7 the headings to the Clauses are inserted for convenience only and do not affect the interpretation of this Standard Security; and any words or expressions defined in the Schedule have the same meaning where used in any other part of this Standard Security; and
- 1.2.8 where the words "**include(s)**" or "**including**" are used they are illustrative and shall not limit the scope of the words preceding them.

2. **STANDARD SECURITY**

The Chargor as security for the due and punctual payment and performance of the Secured Liabilities hereby grants to the Local Authority a first ranking standard security over the Property.

3. **STANDARD CONDITIONS**

The Standard Conditions shall apply, save to the extent that they are inconsistent with the Facility Agreement, the Inter Creditor Agreement and/or this Standard Security.

4. **VARIATION OF STANDARD TERMS**

The Standard Conditions shall be varied as follows:

4.1 Standard Condition 1(b) shall be modified as follows:

The Chargor will permit the Local Authority and any person nominated by it at all reasonable times to enter upon the Property and view them on prior appointment and all in terms of the Tenancy Agreement.

4.2 Standard Condition 2 (b) shall be modified as follows:

The Chargor will not carry out or permit to be carried out any project for any demolition, development, construction, refurbishment, major repair or major alteration or major addition or improvement of or to the Property except with the previous consent of the Local Authority, such consent not to be unreasonably withheld or delayed in the event that the value of the Property is not diminished thereby.

4.3 Standard Condition 3 shall be added to as follows:

The Chargor will

- (a) pay when due any present and future tax, levy, imposition, deduction, charge, duty, withholding, rates and any charge of a similar nature and any

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assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which may be assessed, charged or imposed on or payable in respect of the Property (except to the extent that (a) payment is being contested in good faith by appropriate proceedings and/or (b) any such charge, tax, levy and rates is/are assessable to any third party occupant of the Property).

- (b) comply with the provisions of the Management and Maintenance Agreement.

4.4 Standard Condition 4 shall be modified as follows:

The Chargor will notify the Local Authority within fourteen days after the receipt by the Chargor of any application, requirement, order or notice served or given by any person with respect to the Property or its use and will also produce the original or a copy to the Local Authority and inform it of the steps taken or proposed to be taken to comply with any such requirement.

4.5 Standard Condition 5 shall be modified as follows:

The Chargor will

- (a) comply with Part 4 of the Schedule to the Facility Agreement and Part 7 of the Schedule to the Management and Maintenance Agreement.
- (b) not do or knowingly permit anything to be done in or upon or relating to the Property which may make void or voidable any insurance in connection with it.
- (c) promptly pay all premiums or do all other things necessary to keep the insurances in connection with the Property in force and, on demand by the Local Authority, produce to the Local Authority the policy, certificate or cover note relating to any such insurances and the receipt for the payment of each premium.

4.6 Standard Condition 6 shall be modified as follows:

The Chargor will not, without the previous consent of the Local Authority, grant or agree to grant (whether in exercise or independently of any statutory power) any lease or confer upon any person any contractual licence or right to occupy the Property other than as expressly permitted in the Management and Maintenance Agreement.

4.7 Standard Condition 7 (1) and (2) shall be modified as follows:

PMB

If the Chargor fails to repair or keep in repair or insure the Property or observe or perform any of the obligations or stipulations contained in the title affecting it or if an Event of Default occurs, the Local Authority or its agents will be entitled:

- (a) to enter on the Property and to comply with or object to any notice served on the Chargor in respect of the Property; and
- (b) to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Local Authority may consider necessary or desirable to prevent or remedy any breach of obligation or stipulation or to comply with or object to any notice.

4.8 Standard Condition 9 shall be modified as follows:

The Chargor shall be held to be in default if any of the events constituting a Event of Default shall occur.

4.9 Standard Condition 10 shall be added to as follows:

The Local Authority may at any time after entering into possession of the Property relinquish such possession on giving written notice to the Chargor.

5. **NEGATIVE PLEDGE**

The Chargor shall not grant or permit to subsist any Encumbrance over the Property (except in accordance with the Facility Agreement, the Security Documents and the Inter Creditor Agreement and any involuntary liens arising by operation of law) without the prior written consent of the Local Authority.

6. **TITLE OF PROPERTY**

The Chargor will, in addition to its obligations under Clauses 3 and 4 above duly and punctually perform and observe or procure performance or observance of all obligations and stipulations affecting the Property as contained in the title thereto.

7. **WARRANTICE**

The Chargor grants warrandice excepting therefrom every current and future Tenancy Agreement.

8. **NOTICES**

Any document, notice, notification, statement, application for consent or any other thing required to be given or served in terms of this Instrument may be given or served personally, or by sending the same by recorded delivery post at or to:

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- 8.1 in the case of the Local Authority, Business Hub 6, Level 1 South, Marischal College, Broad Street, Aberdeen AB10 1AB (attention: Legal Manager (Commercial and Advice)); or
- 8.2 in the case of the Chargor, Osprey House, Mosscroft Avenue, Westhill Business Park, Westhill, Aberdeen, AB32 6TQ (attention: Richard Fawcus, Senior Land Manager,);

or in each case, at or to such other address as shall have been notified to either the Local Authority or the Chargor as applicable for that purpose.

Any document, notice, statement or other thing given or served by post in accordance with Clause 8.1 shall be deemed to have been duly given or served on the second Business Day after the letter containing the same was posted, and in proving that any document, notice, statement or other thing was so given or served, it shall be necessary only to prove that the same was properly addressed and posted in accordance with the provisions of the foregoing paragraph.

9. **REGISTRATION**


- 9.1 A certificate signed by an authorised officer of the Local Authority as to the amount, calculation or nature of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargor.
- 9.2 The Chargor consents to the registration for preservation and execution of this Standard Security and any certificate referred to in Clause 9.1 in the Books of Council and Session.

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This Standard Security shall be governed by and construed in accordance with the laws of Scotland, and the Chargor submits to the irrevocable and exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF this Standard Security consisting of this and the preceding 6 pages, together with the Schedule annexed, is executed as follows:

Signed for and on behalf of **Cove NHT 2011 LLP** by


.....
..... JOHN SINCLAIR (w) Full Name
AUTHORISED SIGNATORY
at WESTHILL

on the 11 day of July 2013

in the presence of:

Witness [Signature]

Name RICHARD ANDREW SAWCUT

Address. OSPREY HOUSE, VESTHILL
ABERDEEN.

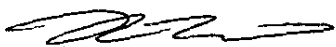
PMB

This is the Schedule referred to in the foregoing Standard Security by the Chargor in favour of the Local Authority dated 2013.

THE SCHEDULE

ALL and WHOLE the subjects lying to the east of Wellington Road, Cove, Aberdeen comprising (ONE) the two blocks of dwellinghouses with access footpaths leading thereto, as the said dwellinghouses and access footpaths are delineated and hatched in red and numbered "23", "24", "25", "26", "27", "28", "29", "30", "31", "32", "500", "501", "502", "503", "504" and "505" on the plan annexed and executed as relative hereto ("the Plan"), and (TWO) the parking spaces delineated and hatched green and numbered "23", "24", "25", "26", "27", "28", "29", "30", "31", "32", "500", "501", "502", "503", "504" and "505" on the Plan, and (THREE) the Common Parts relative to the dwellinghouses as more particularly described at (ONE) above, the said Common parts as defined in the Supplementary Deed of Conditions by Stewart Milne Group Limited and John Sinclair Low, registered in the Land Register of Scotland under Title Numbers KNC18125, KNC19350 and KNC22793 on Tenth May Two thousand and Thirteen, all lying for registration purposes in the County of Kincardine and forming part and portion of ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number KNC18125, TOGETHER WITH (1) the parts, privileges and pertinents thereof, (2) the whole heritable fixtures and fittings therein and thereon, (3) the Chargor's whole right, title and interest present and future therein and thereto, and (4) insofar as valid and subsisting the servitude rights and rights to enforce the title conditions all as pertaining to the subjects more particularly described in the said Supplementary Deed of Conditions, and in the Infrastructure Deed of Conditions granted by Stewart Milne Group Limited and Scotia Homes Limited registered in the Land Register of Scotland under inter alia Title Numbers KNC18125 and KNC19350 and recorded in the Division of the General Register of Sasines for the County of Kincardine on Twentieth December, Two thousand and Twelve, the Residential Deed of Conditions granted by Stewart Milne Group Limited, Scotia Homes Limited and Elizabeth Henderwick or Deuchar or Ross registered in the Land Register of Scotland under inter alia Title Numbers KNC18125 and KNC19350 and recorded in the said Division of the General Register of Sasines on Twentieth December Two Thousand and Twelve, and the Deed of Servitude granted among Stewart Milne Group Limited, Scotia Homes Limited, and Elizabeth Henderwick or Deuchar or Ross registered in the Land Register of Scotland under inter alia Title Numbers KNC18125 and KNC19350 and recorded in the said Division of the General Register of Sasines on Twentieth December Two thousand and Twelve.

Signed for and on behalf of **Cove NHT 2011 LLP** by



.....
John Sinclair Low Full Name

at *WESTHILL*

on the 11 day of July 2013

in the presence of:

Witness *RICHARD ANDREW MAJUS* Address *OSPREY HOUSE, WESTHILL, ABERDEEN*

Signature *R. Majus* Name

PMR

TITLE: PLAN REFERRED TO IN THE FOREGOING DISPOSITION

FOR: PLOTS 23-32 & 500-505 CHARLESTON, COVE
ABERDEEN

DATE: 28.06.13

SCALE: 1:500

DRAWN BY: SD

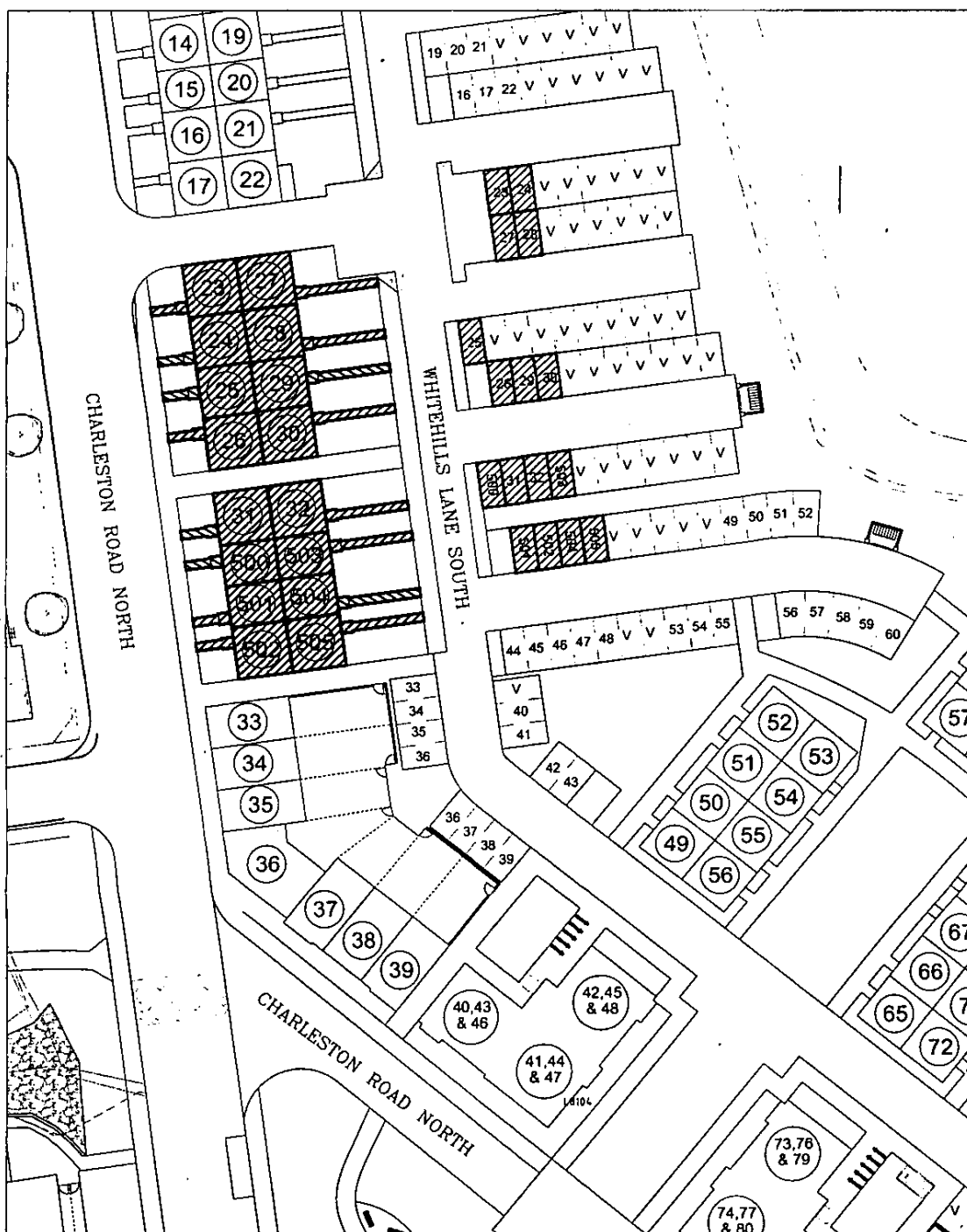
CHECKED BY:

STEWART
Milne
HOMES



Stewart Milne Homes
Osprey House
Mosscroft Avenue
Westhill Business Park
Aberdeen AB32 6JQ
Telephone (01224) 747000
Fax (01224) 747299

THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY
GRANTED BY COVE NHT 2011 LLP IN FAVOUR OF ABERDEEN CITY
COUNCIL DATED 11 JULY 2013



BLOCK PLAN (1:500)