



Registration of a Charge

Company name: **FERGUSON DEVELOPMENTS LTD**

Company number: **SC637025**



X98YVRQY

Received for Electronic Filing: **10/07/2020**

Details of Charge

Date of creation: **24/06/2020**

Charge code: **SC63 7025 0001**

Persons entitled: **RESIDENTIAL LOANS LTD**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **STEVEN KANE, SOLICITOR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 637025

Charge code: SC63 7025 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 24th June 2020 and created by FERGUSON DEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2020 .

Given at Companies House, Edinburgh on 13th July 2020

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**

WE, FERGUSON DEVELOPMENTS LTD, a company registered under the Companies Acts (Company Number SC637025) and whose registered office is South Balnoon Farm, Forgue, Huntly, AB54 6DH ("the Company") in security of all sums of principal and relative interest, penalties, costs, charges and expenses due and that may at any time or from time to time become due by the Company to RESIDENTIAL LOANS LTD. a company incorporated under the Companies Acts (Company Number 03612626) and whose registered office is c/o Richards Solicitors, 1st Floor, Grosvenor House, 1 High Street, Edgware, Middlesex, HA8 7TA, ("RESIDENTIAL") on any account whatsoever and/or for which the Company is or may at any time be or become liable or responsible to RESIDENTIAL in any manner of way or in any respect whatsoever and whether as principal or cautioner or guarantor or surety or otherwise howsoever hereby grant in favour of RESIDENTIAL and its successors and assignees whomsoever a floating charge over the whole of the property (including uncalled capital) which is or may be from time to time while this floating charge is in force, comprised in the Company's property and undertaking.

PROVIDING and DECLARING ALWAYS that:-

1. All or any sums due or owing or incurred by the Company to RESIDENTIAL ("the Secured Obligations") shall be repaid or discharged by the Company on demand unless otherwise agreed in writing from time to time between the Company and RESIDENTIAL whether before or after the execution hereof.

AT GLASGOW

ON 10 / 07 / 2020

CERTIFIED A COPY OF THE ORIGINAL

Sc/K
STEVEN KANE, SOLICITOR AND NOTARY PUBLIC
FOR MELLICKS, INC NAFTALIN DUNCAN
160 HOPE STREET, GLASGOW, G2 2TL

2. The floating charge hereby created shall, except as may otherwise be previously agreed in writing by RESIDENTIAL and subject to sub-section (2) of Section 464 of the Companies Act 1985 as the same may from time to time be amended or re-enacted (which Act as so amended or re-enacted is hereinafter referred to as "the Act"), rank prior to any fixed security within the meaning of sub-section (1) of Section 486 of the Act and to any other floating charge which shall be created by us after the date hereof.
3. Subject always to the provisions of the Insolvency Act 1986 as the same may from time to time be amended or re-enacted (which act as so amended or re-enacted is hereinafter referred to as "the Insolvency Act"):
 - 3.1 upon the occurrence of any event of material default specified in any agreement or other deed or document relating to the payment or repayment of the Secured Obligations; or
 - 3.2 upon demand having been made for payment of the Secured Obligations without payment having been timeously made; or
 - 3.3 upon being requested by the Company in writing so to do;

RESIDENTIAL shall be entitled at any time thereafter by instrument in writing and without further notice to the Company to appoint any person or persons to be

a Receiver or Administrator of the property hereby charged; and in addition and without prejudice to the foregoing provisions of this paragraph, in the event that any person appointed in pursuance thereof to be a Receiver or Administrator as aforesaid shall be removed by the Court or shall otherwise cease to act as such RESIDENTIAL shall be entitled to so appoint in his place another person as Receiver or Administrator of such property.

4. A Receiver or Administrator so appointed shall have and be entitled to exercise all the powers conferred upon a Receiver or Administrator by the Insolvency Act.
5. The Company shall be solely responsible for the acts and deeds of any Receiver or Administrator so appointed and for his remuneration, costs, charges and expenses and RESIDENTIAL shall have no liability or responsibility for or in respect of any act or default of such Receiver or Administrator or any such remuneration, costs, charges and expenses.
6. RESIDENTIAL and every Receiver or Administrator appointed by RESIDENTIAL hereunder shall be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by by them or him in the execution or purported execution of any of the powers, authorities, or discretions vested in them or him in pursuance of the Insolvency Act or these presents and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to the

property hereby charged and RESIDENTIAL and any such Receiver or Administrator may retain and pay all reasonable and proper sums in respect of the same out of any monies received under the powers conferred by the Act or these presents.

7. The Company shall, if so required by RESIDENTIAL, grant in favour of RESIDENTIAL such fixed or specific security or charge over the Company's property as RESIDENTIAL may reasonably require.

And we bind and oblige ourselves for the whole expenses of completing and enforcing the floating charge hereby created and the expenses of any assignment or discharge thereof; And we consent to the registration hereof for preservation and execution: IN WITNESS WHEREOF these presents are executed as follows:-

Subscribed for and on behalf of
the Company by JACK FERGUSON
Director on the 24th day of JUNE

JACK FERGUSON

Two Thousand and [twenty] before this witness:

Andrew James

ANDREW JAMES name

10 ALBERT PLACE address

STIRLING, FK8 2QL