

MR01
Particulars of a charge



Companies House

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SCT 24/06/2017 #103

COMPANIES HOUSE

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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.

This form **must be delivered to the Registrar for registration within 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 5 6 3 2 6

Company name in full NIXON BLUE LIMITED

0 0 0 2 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 d 1 d 5 m 0 m 6 y 2 y 0 y 1 y 7

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 GOLDENTREE FINANCIAL SERVICES PLC

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.

Brief description

Gospel Hall, 100 Finlay Drive, Glasgow.

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.

- 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- Yes
- No

8 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.

¹This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X



MILLER SAMUEL HILL BROWN LLP


X


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

MRO1

Particulars of a charge


 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	Zoe Calderwood
Company name	Miller Samuel Hill Brown LLP
Address RWF House, 5 Renfield Street	
Post town Glasgow	
County/Region	
Postcode	G 2 5 E Z
Country	
DX	GW161 GLASGOW
Telephone	0141 221 1919


 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: 556326

Charge code: SC55 6326 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 15th June 2017 and created by NIXON BLUE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2017.


Given at Companies House, Edinburgh on 5th July 2017



Companies House



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

GLASGOW	23/11/17	(date)
CERTIFIED A TRUE AND FAIR COPY OF THE ORIGINAL		
		ZOE CALDWELL SOLICITOR
(Sign)		
MILLER SAMUEL HILL BROWN LLP SOLICITORS RWF HOUSE, 5 RENFIELD STREET		

Standard Security
Individual/Company/LLP

Owner:	Nixon Blue Limited (Company Number SC556326) and having their Registered Office at Radleigh House, 1 Golf Road, Clarkston, United Kingdom, G76 7HU
Goldentree:	Goldentree Financial Services Plc, (Company Number 4179323) and having their Registered Office at The Spectrum, 56-58 Benson Road, Birchwood, Warrington, WA3 7PQ
Property:	ALL and WHOLE the subjects known as and forming Gospel Hall, 100 Finlay Drive, Glasgow shown coloured pink on the plan annexed and executed as relative hereto and being the subjects more particularly described in and disposed by Feu Charter by the Trustees of Alexander Denniston in favour of Denniston Picture House Limited dated 28 February and 8 March and recorded in the Division of the General register of Sasine applicable to the County of the Barony and Regality of Glasgow on 3 April all in the year 1920; Together with (i) the buildings and erections thereon; (ii) our whole right, title and interest and (iii) the parts, privileges and pertinents
Facility Agreement:	means the Facility Agreement between the Owner and Goldentree dated 3 May 2017

1 Obligations

- 1.1 The Owner undertakes to pay to the Goldentree or otherwise discharge, in each case on demand, the Obligations. The **Obligations** are all the Owner's liabilities to the Goldentree (present, future, actual or contingent and whether incurred alone or together with another or as a partner of a firm (an **Other Person**)) and all obligations under this standard security and include:
- 1.1.1 **Interest** at the rate charged by the Goldentree, calculated both before and after demand or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Goldentree,
- 1.1.2 any expenses the Goldentree incurs (on a full indemnity basis and with Interest from the date of payment) in taking, perfecting, protecting, enforcing or exercising any power under this standard security.
- 1.2 A **Certificate** signed by a Goldentree official as to the amount of the Obligations will be binding on the Owner except if there is an obvious error.

2 Charge

The Owner as continuing security for the payment or other discharge of the Obligations, in each case on demand:

- 2.1 grants a standard security to the Goldentree over the Property, and
- 2.2 assigns to the Goldentree the Ancillary Rights not secured by the standard security.

3 Standard Conditions

The Owner agrees that the **Standard Conditions** specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation to them operative for the time being, as varied by the Terms, apply to this standard security; and the **Standard Conditions** shall be varied to the effect that:-

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY
5708 S. UNIVERSITY AVENUE
CHICAGO, ILLINOIS 60637
TEL: 773-936-3700
FAX: 773-936-3701
WWW: WWW.CHEM.UCHICAGO.EDU

1

(First) the Definitions contained in the said Schedule 3 shall have effect also for the purposes of the following variations:-

(Second) the insurance to be effected in terms of Standard Condition 5 (a) shall provide cover to the extent of the reinstatement value of the Security Subjects and not the market value thereof;

(Third) all policies of insurance affording cover in respect of the Security Subjects shall be disclosed to Goldentree by the Owner in order that they may be written or endorsed for the interest of Goldentree and the Owner as Goldentree may require and shall in other respects be deemed for the purposes of this Standard Security to have been effected under Standard Condition 5 (a). All monies becoming payable under any policies effected or deemed to have been effected under Standard Condition 5 (a) shall be applied in making good the loss or damage in respect of which such monies become payable or, if Goldentree so requires, in or towards the discharge of the sums secured by this Standard Security;

(Fourth) it shall be an obligation on the Owner not make directly or indirectly any Application for Planning Permission in relation to the Security Subjects or any part thereof or make Application for an Improvement Grant or other Grant in respect of the Security Subjects or any part thereof without the prior consent in writing of Goldentree in each case which consent, if granted may be so granted subject to such Conditions as Goldentree may see fit to impose;

(Fifth) if Goldentree shall enter into possession of the Security Subjects Goldentree shall be entitled (if it thinks fit) at the risk and expense of the Owner to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Security Subjects and not removed within fourteen days of Goldentree entering into possession, without Goldentree being liable for any loss or damage occasioned by the exercise of this power; Goldentree shall however be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by Goldentree in relation to such furniture, goods, equipment or other moveable property; and

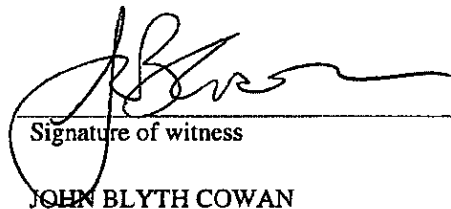
(Sixth) for the avoidance of doubt any breach of the terms of the Facility Agreement by the Owner shall be a circumstance in which the Owner shall be held to be in default for the purposes of Standard Condition 9 (1) (b)

4 Warrandice

The Owner grants warrandice.

5 Registration and execution

The Owner consents to registration of this standard security and any Certificate for execution. This standard security is executed as follows:


Signature of witness

JOHN BLYTH COWAN

Full name of above (print)

RWF HOUSE

5 RENFIELD STREET

GLASGOW G2 5EZ

Address of witness


Signature of director

COLIN PETER McINTYRE

Full name of above (print)

AT GLASGOW

Date of signing

8 JUNE 2017

THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY BY NIKON BLUE LIMITED IN FAVOUR OF GOLDENTREE FINANCIAL SERVICES PLC



Registers of Scotland
ros.gov.uk

Registers of Scotland Plan Assistance Service

Scale 1:1,250 @ A4

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Reference Number: 8724029GLA Registration Plan

Date: 07/03/2017

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