

053905 £23

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the back of this form

THURSDAY



SCT *S6IVCTP4* 09/11/2017 #340

COMPANIES HOUSE
For further information, please refer to our guidance at:
www.gov.uk/companieshouse

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

For official use 15

→ **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 4 m 1 1 y 2 0 y 1 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.

MRO1
Particulars of a charge

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.	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.
Brief description	ALL and WHOLE that area of ground situated on the south side of St Vincent Crescent, Glasgow and which subjects are shown within the boundaries coloured red and tinted pink on the Plan annexed to the Standard Security; for more details please refer to the instrument	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> 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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
	Please sign the form here.	
Signature	Signature X <i>Imma McKinnon</i> X	
	This form must be signed by a person with an interest in the charge.	

MR01

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 **Fiona McKinnon**

Company name **Anderson Strathern LLP**

Address **George House**

50 George Square

Post town **Glasgow**

Country/Region

Postcode

	G	2		1	E	H	
--	---	---	--	---	---	---	--

Country

DX **GW157**

Telephone **0141 242 6060**

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 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th November 2017 and created by NIXON BLUE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th November 2017.

Given at Companies House, Edinburgh on 20th November 2017



Companies House



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

Maureen

For and on behalf of
 Anderson Strathern LLP
 George House
 50 George Square
 Glasgow
 G2 1EH

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 that area of ground situated on the south side of St. Vincent Crescent, Glasgow and which subjects are shown within the boundaries coloured red and tinted pink on the plan ("the Plan") annexed and executed as relative to the Disposition by Stobcross Estate Company Limited in favour of the trustees for The Glasgow Post Office Bowling Club dated 9 September and recorded in the General Register of Sasines applicable to the County of Barony and Regality of Glasgow on 15 September, both dates in the year 1954 ("the Disposition") and declaring for the avoidance of doubt the subjects shown within the boundaries coloured red and tinted pink on the Plan shall be declared to be taxative and the area measurements both described within the Disposition and shown on the Plan shall be disregarded.
Facility Agreement:	means the Facility Agreement between the Owner and Goldentree dated 5 October 2017

1 Obligations

1.1 The Owner undertakes to pay to Goldentree or otherwise discharge, in each case on demand, the Obligations. The Obligations are all of the Owner's liabilities to Goldentree (present, future, actual or contingent) and whether incurred alone or together with another or as a partner of a firm and all obligations under this Standard Security and include:

- 1.1.1 Interest at the rate charged by 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 Goldentree,
- 1.1.2 any expenses 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, on demand grants a standard security to Goldentree over the Property.

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, apply to this Standard Security; and the Standard Conditions shall be varied to the effect that:-

(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 Property and not the market value thereof;

(Third) all policies of insurance affording cover in respect of the Property 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 to make directly or indirectly any Application for Planning Permission in relation to the Property or any part thereof or make Application for an Improvement Grant or other Grant in respect of the Property 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 Property 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 Property 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

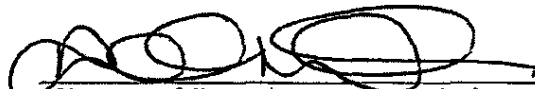
(Sixth) for the avoidance of doubt any breach of the terms of the Facility Agreement by the Owner shall be a circumstance in which the Owner shall be held to be in default for the purposes of Standard Condition 9 (1) (b).

4 Warrantice

The Owner grants warrantice.

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 director/secretary/authorised signatory/witness

RICHARD FRANCIS MCFADDEN
Full name of above (print)

Address of witness


Signature of director/secretary/authorised signatory

COLIN PETER MCINTYRE
Full name of above (print)

Date of signing

24 OCTOBER 2017