

025591/F23

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 be payable with this form
Please see 'How to pay' on the last page

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 instrument Use form MR08

SATURDAY



S60IZQBS

SCT 18/02/2017 #10
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration with 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 0 4 8 6 7 9 5 9

Company name in full Osborne Street Estates Limited

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 14 02 2017

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 / Dunvale Investments Limited

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	Subjects on the north side of Osborne Street, Glasgow being the subjects registered in the Land Register of Scotland under Title Number GLA152744	

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	¹ This statement may be filed after the registration of the charge (use form MR06)
	<input type="checkbox"/>	

9	Signature	
	Please sign the form here	
Signature	Signature X <i>Adie</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 **Mhairi McAllister**

Company name **Adie Hunter**

Address **15 Newton Terrace**

Post town **Glasgow**

Country/Region **Lanarkshire**

Postcode **G 3 7 P J**

Country **Scotland**

DX **512206 Glasgow**

Telephone **0141 248 3828**

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4867959

Charge code: 0486 7959 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th February 2017 and created by OSBORNE STREET ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2017.

ix

Given at Companies House, Cardiff on 24th February 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

At Glasgow on 12/21/7
Certified copy of original
[Signature]

Standard Security

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. THIS DOCUMENT SECURED ALL SUMS DUE OR TO BECOME DUE TO THE LENDER BY THE CUSTOMER, IF YOU SIGN AND THE LENDER IS NOT PAID YOU MAY LOSE THE SECURED PROPERTY.

Definitions

Lender:	DUNVALE INVESTMENTS LIMITED, incorporated under the Companies Acts (Company Number SC271982) and having its Registered Office at The Capella Building (Tenth Floor), 60 York Street, Glasgow G2 8JX
Certificate:	A certificate by an official of the Lender
Consent:	The prior written consent of the Lender which consent, if granted, may be so granted subject to such conditions as the Lender may see fit to impose.
Customer:	OSBORNE STREET ESTATES LIMITED, incorporated under the Companies Acts (Registration No. 04867959) and having its Registered Office at 21 St. Thomas Street, Bristol, BS1 6JS
Indebtedness:	All sums of principal, interest and expenses which are now and which may at any time hereafter become due to the Lender by the Customer whether alone or jointly with another person and whether as principal or surety, such interest being charged at the rate or rates agreed between the Lender and Customer.
Insurance Proceeds:	All rights, benefits and claims (present and future) under the policy or policies of insurance affording cover in respect of the Property or any interest in the Property effected from time to time in accordance with the provisions of the Standard Security.
Moveables:	Furniture, goods, equipment or other moveable property.
Property:	ALL and WHOLE the cadastral unit GLA152744 on the north side of Osborne Street Glasgow edged red on the cadastral map with a one half pro indiviso

	<p>share in and to the area of ground tinted brown on the said map together with the whole rights common, mutual and exclusive effeiring thereto;</p>
<p>Standard Conditions:</p>	<p>The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) and any lawful variation to them operative for the time being.</p>
<p>Standard Security:</p>	<p>This standard security.</p>

1 Interpretation

In the Standard Security

- 1 1 references to a numbered clause without further amplification are references to the Clause so numbered,

- 1 2 each of the expressions in the first column above has the meaning appearing opposite that expression in the second column above,
- 1 3 words importing any gender shall include the other genders, words importing the singular number shall include the plural and vice versa,
- 1 4 the expression "Lender" includes its successors and assignees,
- 1 5 references to a "person" shall be construed as a reference to any person, firm, company, corporation or any association or partnership (whether or not having separate legal personality) or to two or more of the foregoing, and
- 1 6 where there are two or more persons included in the expression "Customer", that expression means all such persons together and/or any one or more of them and in all cases, the obligations hereby undertaken by the Customer shall bind all persons included in the expression "Customer" and his, her or their executors and representatives whomsoever all jointly and severally without the necessity of discussing them in their order.

2 **Customer's Undertaking**

The Customer undertakes to pay to the Lender on demand the Indebtedness

3 **Charge**

As security for the payment and discharge of the Customer's obligations under the Standard Security, the Indebtedness and the undertakings contained in a Minute of Agreement entered into by the Customer and the Lender dated of even date as these presents, the Customer grants a standard security in favour of the Lender over the Property

4 **Application of Standard Conditions**

The Standard Conditions shall apply as varied in accordance with Clause 5.

5 **Variation of Standard Conditions**

The Standard Conditions shall be varied as follows -

5 1 **Insurance Cover**

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 its market value

5 2 **Endorsement of Insurance Policy**

All policies of insurance affording cover in respect of the Property shall be disclosed to the Lender by the Customer in order that they may be written or endorsed for the interest of the Lender and the Customer as the Lender may require and shall in other respects be deemed to have been effected under Standard Condition 5(a)

5 3 **Assignment of Insurance Proceeds**

The Customer assigns its whole right, title and interest in and to the Insurance Proceeds to the Lender

5 4 Application of Insurance Proceeds

All monies becoming payable under the policies of insurance referred to in Clause 5.2 shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Lender so requires, in or towards the discharge of the Indebtedness

5 5 Restrictions on Dealings with the Property

The Customer shall not

- 5 5 1 create or agree to create a subsequent security over the Property or any part of it or convey or otherwise transfer the Property or any part of it (otherwise than by mortis causa deed), or
- 5 5.2 make directly or indirectly any application for planning permission in relation to the Property or any part of it, or
- 5 5 3 make an application for an improvement grant or other grant in respect of the Property or any part of it, or
- 5 5 4 create or agree to create any servitude or real burden over the Property or any part of it, or
- 5 5.5 accept a surrender, vary the terms or consent to an assignation of any lease of the Property or any part of it

without, in each case, obtaining Consent

5 6 Moveables

If the Lender shall enter into possession of the Property the Lender shall be entitled to remove, store, sell or otherwise deal with any Moveables left in or upon the Property and not removed within 14 days of the Lender entering into possession, the Lender shall not be liable for any loss or damage occasioned by the exercise of this entitlement but the Lender shall account for the proceeds of any sale of the Moveables after deducting all expenses incurred by the Lender in connection with the sale

6 Declarations

6 1 Notice of Subsequent Charge

If the Lender received notice of any subsequent charge or other interest affecting all or any part of the Property the Lender may open a new account or accounts in the name of the Customer and, if or in so far as the Lender does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it received such notice and as and from that time all payments made by the Customer to the Lender shall, notwithstanding any instructions by the Customer to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Customer to the Lender at the time when it received the notice

6 2 Certificate

The sums due by the Customer to the Lender shall, except in the case of manifest error, be conclusively ascertained by a Certificate

6 3 Arrangements with Others

The Lender may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the Standard Security and the liability of the Customer to the Lender under the Standard Security) allow any person any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person

6 4 Preservation of Lender's Claims against Others

If the Customer is liable under the Standard Security for the debts of another person then -

6 4 1 the Customer shall not in competition with or in priority to the Lender make any claim against that other person nor take or share in or enforce any security in respect of such debts until such debts have been paid to the Lender in full,

6 4 2 the liability of the Customer under the Standard Security shall not be affected by the existence of any other security or guarantee nor by any other security or guarantee being or become void or unenforceable, and

6 4 3 the Lender may place to the credit of a suspense account for so long as it considers desirable any monies received in respect of such debts without any obligation to apply them towards payment of such debts and, in applying monies towards payment of such debts, the Lender may appropriate them towards such part or parts of the debts as it things fit

7 Warrandice

The Customer grants warrandice subject always to the Standard Security by the Customer in favour of Close Brothers Limited

8 Registration

The Customer consents to registration of the Standard Security and each and every Certificate for execution.

9 Testing Clause

This document is executed as follows -

EXECUTED by the said Osborne Street Estates Limited

at *Glasgow*
on the *10th* day of *January* 201*8*

Munithers

[Signature]
POLSLAS GORDON WHEATLEY
DIRECTOR

before this witness

M. H. H. H.

Witness

.M.H.A.P.I. HAWKES

Full Name

. 15 NEWTON ROAD

Address

GLASGOW G3 7PJ.