

MR01

Particulars of a charge



Companies House

002344 / £13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the Web
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 is not a legal charge

SATURDAY



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A4GQBW1C

26/09/2015

#439

COMPANIES HOUSE

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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 02887902

Company name in full MISSIONBUILD LIMITED

For official use
10

→ **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 22/09/2015

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 SHAWBROOK BANK 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

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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 subjects known as and forming 25 South Clerk Street, Edinburgh being the subjects registered under Title Number MID157109

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

☐

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

9

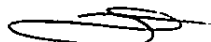
Signature

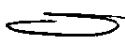
Please sign the form here

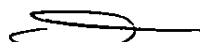
Signature

Signature

X







X

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

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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 **DAVID WATSON**

Company name **WILSON MCKENDRICK**

Address

Post town

County/Region

Postcode

Country

DX **DX GW168 GLASGOW**

Telephone **0141 242 6022**



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 £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 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.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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2887902

Charge code: 0288 7902 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd September 2015 and created by MISSIONBUILD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th September 2015.

dx

Given at Companies House, Cardiff on 30th September 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

This document and the incorporated security terms form an important deed securing all sums due or that may become due to the Lender by you. If the Lender is not paid you may lose the property charged. We recommend you take Independent Legal Advice on the effect of this deed.

SHAWBROOK

STANDARD SECURITY

In this deed the expressions set out below shall have the following meanings and effect

The Borrower Missionbuild Limited a company incorporated under the Companies Act (Company Number 02887902) and having our registered office at 38 West Sunnyside Sunderland Tyne & Wear SR1 1BU

Where the Borrower is more than one person the singular includes the plural and all obligations of the Borrower are undertaken jointly and severally

1 The Lender

Shawbrook Bank Limited (Registered Number 388466) having their Registered Office at Lutea House, The Drive Warley Hill Business Park Brentwood Essex CM13 3BE

2 The Loan Such sums of money agreed to be advanced by the Lender to the Borrower

3 The Consensor

(where applicable)

being the non entitled Spouse of the Borrower residing at the Property

4 The Property The heritable subjects known as

ALL and WHOLE subjects known as and forming the north half flat at the first storey above the shops on the level of the street at 25 South Clerk Street Edinburgh EH8 9JD being the subjects registered under Title Number MID157109

Together with the whole buildings and others erected thereon the goodwill of the business carried on from the Property the whole fittings fixtures, plant and machinery so far as heritable and all trade and working utensils equipment machinery furniture and furnishings, the mines, metals and minerals, the parts privileges and pertinents and the Borrowers whole right, title and interest present and future in and to the said Property and all rights of access and egress therefrom and thereto

The Borrower in security of (a) all monies due by the Borrower and Consensor (if any) to the Lender now or at any future time in any manner or in any respect whatsoever whether due by the Borrower solely or jointly and severally with any person or persons, firm, corporation or other body under any Agreement between them and under this Standard Security and (b) all other obligations due by the Borrower to the Lender under this Standard Security or as described in the Lender's Commercial Mortgage Terms and Conditions dated 8 July 2013 with the consent of the Consensor (if any) for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or the Civil Partnership Act 2004 grants a Standard Security in favour of the Lender over the Property. The Consensor (if any) consents to the making of the Loan. The Borrower hereby undertakes to the Lender (a) in the event of the Lender becoming entitled in law to enter into possession of the Property, that the Lender upon entering into possession of the Property shall (but only in respect of matters hereinafter mentioned) become and be the agent of the Borrower with the authority at the Borrower's expense to remove, store, preserve, sell or otherwise dispose of any furniture or effects of the Borrower which the Borrower shall refuse or omit to remove from the Property in such manner as the Lender may think fit and (b) to insure the Property and that to the full reinstatement value. The Borrower, if single or the sole proprietor of the Property, hereby declares that the Property is neither a matrimonial home in relation to which any spouse of the Borrower has occupancy rights in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) nor a family home in relation to which any civil partner of the Borrower has occupancy rights in terms of the Civil Partnership Act 2004 (as amended).

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by the Redemption of Standard Securities (Scotland) Act 1971 (and as varied by the above mentioned Commercial Mortgage Terms and Conditions dated 8 July 2013, a copy of which the Borrower hereby acknowledges receipt), and any lawful variation thereof operative for the time being shall apply. And the Consensor (if any) consents to the Borrower(s) dispensing with or shortening the period of any Calling-Up Notice served in terms of Section 19(10) of the said Conveyancing and Feudal Reform (Scotland) Act 1970, but the Security hereby granted is subject to a Standard Security granted by the Borrower in favour of

And subject as aforesaid the Borrower grants warrandice, And the Borrower(s) consent to registration of this Standard Security for execution. IN WITNESS WHEREOF these presents are executed by the Borrower and the Consensor (if any) at EDINBURGH on the 18th day of AUGUST Two thousand and fifteen before these witnesses

Witness Signature

Witness Name (CAPITALS) ALISON MURRAY FRANKSON

Address 83 ALBANY STREET, EDINBURGH

Occupation JOYCE

Witness Signature

Witness Name (CAPITALS)

Address

Occupation

BORROWERS SIGNATURE

BORROWERS SIGNATURE

Glasgow

I certify that this is a true and complete copy of the original document

David Watson
Solicitor, Notary Public
Wilson McKendrick Solicitors
29 St Vincent Place
Glasgow G1 2DT