

MR01

Particulars of a charge

526923/65

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


You can use the WebFiling service to file this form online
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 there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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
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
must be scanned and placed on the public record



A2NURBVL

A37 23/12/2013 #205

COMPANIES HOUSE

MONDAY

1 Company details

Company number 0 4 8 6 7 9 5 9

Company name in full OSBORNE STREET ESTATES LIMITED

 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 7 m 1 m 2 y 2 y 0 y 1 y 3

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 CLOSE BROTHERS 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

MR01

Particulars of a charge

4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	The subjects on the north side of Osborne Street, Glasgow being the whole subjects registered in the Land Register of Scotland under title number GLA152744		
5	Fixed charge or fixed security	Does the instrument include a fixed 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 chargor from creating any 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	

MR01
Particulars of a charge

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

FOR DWF LLP

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

MR01

Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **GREG PEEBLES (M48354-130)**

Company name **DWF LLP**

Address **DALMORE HOUSE**

310 ST VINCENT STREET

Post town **GLASGOW**

County/Region

Postcode

G	2		5	Q	R		
---	---	--	---	---	---	--	--

Country **SCOTLAND**

DX **GW 9 GLASGOW**

Telephone **0141 228 8000**

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4867959

Charge code: 0486 7959 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2013 and created by OSBORNE STREET ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2013

Given at Companies House, Cardiff on 2nd January 2014

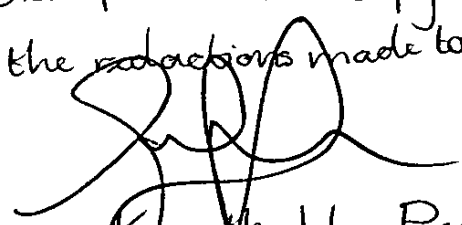


Companies House



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

Certified a True Copy save for
the ~~modifications~~ made to page 6.


Gregor Kenneth John Peebles
Solicitor Glasgow

STANDARD SECURITY

by

OSBORNE STREET ESTATES LIMITED

in favour of

CLOSE BROTHERS LIMITED

2013

SUBJECTS SUBJECTS ON THE NORTH SIDE OF OSBORNE STREET, GLASGOW

DWF BIGGART BAILLIE

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 SECURES ALL SUMS DUE OR TO BECOME DUE TO THE BANK BY THE CUSTOMER. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.

Definitions

Bank: Close Brothers Limited, incorporated under the Companies Acts with Registered Number 00195626 and having its Registered Office at 10 Crown Place, London, EC2A 4FT
Certificate A certificate by an official or manager of the Bank
Charged Assets: The Property and the Goodwill
Consent: The prior written consent of the Bank which consent, if granted, may be so granted subject to such conditions as the Bank may see fit to impose
Customer: Osborne Street Estates Limited, incorporated under the Companies Acts with Registered Number 04867959 and having their Registered Office at 21 St Thomas Street, Bristol, BS1 6JS
Expenses All expenses (on a full indemnity basis) incurred by the Bank at any time in connection with the Property or the Indebtedness or in entering into the Standard Security or in preserving, defending or enforcing the security created by the Standard Security or in exercising any power under the Standard Security or otherwise, with interest from the date on which they are incurred
Goodwill The present and future goodwill, so far as heritable, of any business now or at any time carried on by or on behalf of the Customer upon all or any part of, or in connection with, the Property
Indebtedness: All sums of principal, interest and expenses which are now and which may at any time or in any currency become due to the Bank by the Customer whether alone or jointly with another person and whether as principal or cautioner
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
Interest Interest at the rate charged to the Customer by the Bank from time to time

Lease: Any lease of the Property or any part of the Property, under which the Customer is the landlord, either existing at the date of subscription of the Standard Security or subsequently granted with the consent of the Bank
Moveables Furniture, goods, equipment or other moveable property
Property: The subjects on the north side of Osborne Street, Glasgow being the whole subjects registered in the Land Register of Scotland under title number GLA152744
Standard Conditions. 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
Standard Security This standard security

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 "Bank" includes its successors and assignees, and
- 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

2 Customer's Undertaking

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

3 Charge

As security for the payment and discharge of its obligations under the Standard Security and for the Indebtedness, the Customer grants a standard security in favour of the Bank over the Charged Assets

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 Bank by the Customer in order that they may be written or endorsed for the interest of the Bank and the Customer as the Bank 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 Bank

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 Bank 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 Charged Assets or any part of them or convey or otherwise transfer the Charged Assets or any part of them, 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

without, in each case, obtaining Consent

5 6 Restrictions on Dealings with Lease

In relation to a Lease, the Customer shall

- 5 6 1 observe and perform the landlord's obligations at all times,
- 5 6 2 enforce the performance and observance of the tenant's obligations at all times,
- 5 6 3 not vary the Lease, whether by formal or informal writing, personal waiver, back letter, acquiescence or otherwise without obtaining Consent,
- 5 6 4 not waive or release, nor agree to waive or release, any obligations incumbent on the tenant under the Lease,

- 5 6 5 timeously and efficiently implement any provisions in the Lease for the review of rent unless such review is likely to lead to a reduction in the rent payable under the Lease,
- 5 6 6 not agree, and shall not by default be deemed to have agreed, any rent reviews under the Lease without obtaining Consent,
- 5 6 7 not assign or create a security interest over or otherwise deal with the rent payable under the Lease,
- 5 6 8 not grant nor agree to grant any consent to (1) an assignation of the tenant's interest under the Lease nor (2) a sub-letting of the Property or any part of it without obtaining Consent,
- 5 6 9 not irritate nor exercise any right to terminate the Lease without obtaining Consent,
- 5 6 10 not accept a surrender of the tenant's interest under the Lease without obtaining Consent, and
- 5 6 11 from time to time, on demand, supply to the Bank such information in relation to the matters specified in Clause 5 6 as the Bank shall require

5 7 Moveables

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

6 Declarations

6 1 Breach of Obligations

If there shall be any breach of the obligations contained or referred to in the Standard Security the Bank shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Customer, to withhold further banking facilities from the Customer and to return, without making payment of them, cheques, direct debits and other like documents drawn on the Bank by the Customer or otherwise bearing to be payable by the Bank to the Customer's order

6 2 Notice of Subsequent Charge

If the Bank receives notice of any subsequent charge or other interest affecting all or any part of the Property the Bank may open a new account or accounts in the name of the Customer and, if or in so far as the Bank does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Customer to the Bank 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 Bank at the time when it received the notice

6 3 Certificate

The sums due by the Customer to the Bank shall be conclusively ascertained by a Certificate

6 4 Arrangements with Others

The Bank may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the Standard Security and the liability of the Customer to the Bank 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 5 Preservation of Bank's Claims Against Others

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

- 6 5 1 the Customer shall not in competition with or in priority to the Bank 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 Bank in full,
- 6 5 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 becoming void or unenforceable, and
- 6 5 3 the Bank 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 Bank may appropriate them towards such part or parts of the debts as it thinks fit

7 Warrandice

The Customer grants warrandice


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

For the Customer


signature of ~~director/secretary/authorised signatory~~/witness
JOZANNE BAINBRIDGE
full name of above (print)

60 YORK STREET GLASGOW G2 8JX

address of witness


signature of ~~director/secretary/authorised signatory~~
DOUGLAS WHEATLEY
full name of above (print)

13 12.2013
date of signing
GLASGOW
place of signing

