

MG01

Particulars of a mortgage or charge



015149/13.

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to register
particulars of a charge on
company property. To do this,
use form MG01s

FRIDAY



RCS 11/05/2012 #267
COMPANIES HOUSE
SCT 11/05/2012 #27
COMPANIES HOUSE

1 Company details

Company number 0 7 8 4 9 9 3 2 ✓

Company name in full Terrace Hill (Property Investment No 2) Ltd
(the "Borrower")

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 Date of creation of charge

Date of creation / d2 d6 m0 m4 y2 y0 y1 y2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A Standard Security by the Borrower in favour of BoS (the "Standard
Security") presented for registration at the Registers of Scotland on 26
April 2012

Terms used in this Form MG01 shall have the meaning given to them in this
Form MG01 and in the attached continuation sheets

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured Please see attached continuation sheets

Continuation page
Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name Bank of Scotland plc (the "BoS")

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

1 1 Clause 1 of the Standard Security provides that the Borrower binds itself and its successors and executors whomsoever to pay and discharge the Secured Liabilities to BoS

1 2 Clause 2 of the Standard Security provides that the Borrower undertakes to comply fully with the Deed of Conditions, the terms of which are incorporated in the Standard Security and a copy of which has been received by the Borrower

1 3 Clause 3 of the Standard Security provides that the Borrower, in security of the Secured Liabilities, has granted a Standard Security in favour of the Bank over ALL and WHOLE the subjects comprising eight flatted dwellinghouses at 4 Parsonage Square, Glasgow being the subjects registered in the Land Register of Scotland under Title Number GLA111264 (the "Property")

The Standard Security and Deed of Conditions contains, amongst others, the following provisions

Please see attached continuation sheets

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

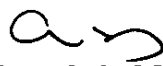
9 Signature

Please sign the form here

Signature

Signature

X



11th May 2012

X

For and on behalf of CMS Cameron McKenna LLP

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

MG01

Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name James Horton

Company name CMS Cameron McKenna LLP

Address 2nd Floor

7 Castle Street

Post town

County/Region

Postcode E H 2 3 A H

Country

DX ED 194 Edinburgh

Telephone 0131 220 7676



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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



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.

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

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured £	<p>1 1 All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Borrower, whether actually or contingently, solely or jointly and whether as principal, guarantor, cautioner or surety, including any money or liabilities of the Borrower to a third party which have been assigned or novated to or otherwise vested in BoS, and including discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them</p> <p>(together the "Secured Liabilities")</p> <p>Interest</p> <p>2 1 Clause 2 2 of the Deed of Conditions provides that the Borrower will pay to BoS Interest upon the Secured Liabilities in accordance with the Facility Letter or any other agreement dealing with the payment of interest upon the Secured Liabilities</p> <p>2 2 Clause 2 2 of the Deed of Conditions provides that to the extent that either the Facility Letter does not deal with the payment of Interest, or there is no Facility Letter or other arrangement as to interest for a particular Loan, then the Borrower will pay interest on such Loan at the BoS usual rate and on the BoS usual basis at that time and from time to time for that type of Loan and such Interest will be calculated and compounded according to the usual BoS practice for that type of Loan</p> <p>2.3 Clause 2.3 of the Deed of Conditions provides that the Borrower will pay Interest to BoS both before and after</p> <p>(a) BoS has demanded repayment of all or any part of the Secured Liabilities, and</p> <p>(b) BoS has obtained any decree for the repayment of all or any part of the Secured Liabilities</p> <p>The Expenses</p> <p>3 1 Clause 12 of the Deed of Conditions provides that the Borrower shall pay any of the Expenses immediately upon BoS requiring him to do so and until they are paid they will form part of the Secured Liabilities, Interest will be paid upon them, and they will be secured under the Standard Security This will be without prejudice to any other remedy, lien or security which BoS may from time to time have for the repayment of the Expenses</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Application of the Proceeds of the Property

2 1 Clause 9 1 of the Deed of Conditions provides that all money arising from the enforcement of the Standard Security shall be applied in the following order

(a) firstly in discharging all claims ranking in priority to the Standard Security,

(b) secondly in paying the Expenses,

(c) thirdly in repaying all or part of the Secured Liabilities in such order as BoS may in its absolute discretion and from time to time determine,

(d) fourthly to the Owner or any other person entitled thereto

2 2 Clause 9 2 of the Deed of Conditions provides that BoS may at any time prior to the repayment of the Secured Liabilities place any money received by BoS under the Standard Security to the credit of a separate or suspense account for so long and in such manner as BoS may decide before using such money in accordance with Condition 9 1 of the Deed of Conditions.

2 3 Clause 9 3 of the Deed of Conditions provides that subject to Condition 9 1 of the Deed of Conditions, any money received or realised by BoS from the Borrower under the Standard Security may be applied by BoS to any item of account or liability or transaction in such order or manner as BoS may determine

2 4 Clause 9 4 of the Deed of Conditions provides that BoS shall not be liable to the Owner, whether as heritable creditor in possession or otherwise, in respect of any money which has not actually been received by BoS

New Accounts

3 1 Clause 15 1 of the Deed of Conditions provides that BoS may on receiving notice that the Owner has created a security or charge of any kind over or has transferred or disposed of all or part of the Property close the Borrower's account(s) and open a new account(s) with BoS

3 2 Clause 15 2 of the Deed of Conditions provides that without prejudice to BoS's right to combine accounts, no money paid in or carried to the Borrower's credit in any such new account shall go towards or in any way discharge any part of the amount due to BoS on any such closed account(s).

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3 3 Clause 15.3 of the Deed of Conditions provides that even if BoS does not open such new account(s), it shall nevertheless be treated as if it had done so at the time when it received (or was deemed to have received) either of such notices so that from that time all payments made to BoS shall be credited or treated as having been credited to such new account (s) and shall not reduce the amount of the Secured Liabilities</p> <p>Further Security</p> <p>4 1 Clause 6 of the Deed of Conditions provides that the Owner will, at his own cost and whenever required by BoS, do anything and sign and deliver all such deeds, instruments, notices or other documents of any kind, in such form as BoS may require, in order to enhance or perfect BoS's security under the Standard Security, or to preserve the Property or to enable BoS either to enforce the Standard Security or to exercise any of the powers and rights given by the Conditions or by law to BoS</p> <p>The Borrower's And The Owner's Obligations</p> <p>5 1 Clause 7 of the Deed of Conditions provides that the Borrower and the Owner each agree with BoS as follows</p> <p>5 2 Not to create or attempt to create or allow to be created or to exist any security, charge (whether fixed or floating) or lien of any kind over the Property (except in favour of BoS) without the prior written consent of BoS</p> <p>5 3 Not to sell, transfer, lease or otherwise dispose of all or any part of or interest in the Property, or agree to do so, whether absolutely or in security, without the prior written consent of BoS</p> <p>Continuing Security</p> <p>6 1 Clause 13 1 of the Deed of Conditions provides that the Standard Security shall (subject to the provisions of Condition 14 of the Deed of Conditions) be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever until the Secured Liabilities have been repaid in full and BoS has no further obligation to make any Loan to the Borrower</p> <p>6 2 Clause 13 2 of the Deed of Conditions provides that the Standard Security shall be in addition and shall not either prejudice or be prejudiced by any other security, guarantee, right or remedy of whatever sort, held by or available to BoS at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by BoS at any time and from time to time releasing, varying or not enforcing any such other right, remedy or security</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Definitions</p> <p>7 1 In the Standard Security, Deed of Conditions and in this Form MG01s</p> <p>"Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and any further amendment to it or re-enactment or replacement of it from time to time</p> <p>"BoS" means Bank of Scotland plc incorporated under the Companies Act 1985 and having its Registered Office at The Mound, Edinburgh EH1 1YZ, including those deriving any title or interest from it, as defined in the Deed of Conditions</p> <p>"Conditions" means the conditions contained in the Deed of Conditions and the Standard Conditions (as varied and extended by the Deed of Conditions), and reference to a numbered Condition is to the relevant Condition in the Deed of Conditions</p> <p>"Deed of Conditions" means The Deed of Commercial Standard Security Conditions by the Governor and Company of the Bank of Scotland (now known as Bank of Scotland plc) dated 24 May 2006 and registered in the Books of Council and Session on 25 May 2006 and any variation or extension thereof, words defined in the Deed of Conditions having the same meaning in the Standard Security</p> <p>"Expense" or "Expenses" mean the total of the following</p> <p>(a) any commission and other charges which BoS may from time to time charge to the Borrower in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Borrower,</p> <p>(b) any costs, charges, premiums, fees and expenses incurred from time to time by BoS under the Conditions and which are either repayable by the Borrower under the Conditions or are incurred in the exercise by BoS of its powers under the Conditions,</p> <p>(c) any costs, charges and expenses incurred by BoS in connection with BoS doing anything to protect the Standard Security or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property,</p> <p>together with Value Added Tax upon such sums where appropriate</p> <p>"Facility Letter" means any letter or other document addressed to the Borrower by BoS setting out the basis upon which BoS will make a Loan to the Borrower, and includes any revision or amendment to, or substitution for or variation or novation of such letter or document</p> <p>"Interest" means any sum of money payable to BoS by way of interest upon the Secured Liabilities</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Loan" means both</p> <p>(a) any sum of money lent by BoS to the Borrower, whether by way of a loan or by way of an overdraft, and</p> <p>(b) any other facility made available or obligation undertaken by BoS to or for the Borrower</p> <p>"Owner" means any and every person (whether the Borrower or otherwise) who has granted a Standard Security to BoS as security for the Secured Liabilities and also</p> <p>(a) the Owner's successors and personal representatives, and</p> <p>(b) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Standard Security.</p> <p>"Standard Conditions" means the Standard Conditions set out in Schedule 3 to the Act</p> <p>General Definitions</p> <p>8 1 Any reference in the Standard Security, Deed of Conditions and in this Form MG01</p> <p>(a) words denoting any gender shall include all genders,</p> <p>(b) words importing the singular shall include the plural and vice versa,</p> <p>(c) any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity,</p> <p>(d) the Conditions also includes a reference to any document into which the Conditions are incorporated by implication,</p> <p>(e) statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation,</p> <p>(f) "including" shall not be constructed as limiting the generality of the words preceding it,</p> <p>(g) headings in the Conditions are for ease of reference only and are not to affect the interpretation of the Conditions,</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(h) "Borrower" includes any and every person who is referred to in the Standard Security as the Borrower and also</p> <p>(1) the Borrower's successors and personal representatives, and</p> <p>(11) any person who claims any right or interest from or through the Borrower in the Secured Liabilities owed by the Borrower,</p> <p>(1) "Property" includes the heritable or long lease property secured to BoS by the Standard Security as security for the repayment of the Secured Liabilities together with any other assets or rights secured by the Standard Security; and</p> <p>(j) "Standard Security" includes each standard security (in terms of the Act) granted at any time by the Owner in favour of BoS over any interest in the Property to secure the repayment of the Secured Liabilities to BoS</p> <p>8 2 If there is any conflict between the terms of the Deed of Conditions and the Standard Conditions, the terms of the Deed of Conditions shall (so far as permitted by law) prevail</p>	

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



☒ **What this form is for**
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

☒ **What this form is NOT for**
You cannot use this
certificate of registration
for a company registered
in Scotland

ase
uk

1 Company details

Company number 0 7 8 4 9 9 3 2 /

Company name in full Terrace Hill (Property Investment No 2) Ltd
(the "Borrower")

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 Date charge presented

Date of, and parties to, the charge It is hereby certified that the charge ①
A Standard Security dated 18th April 2012 by the
Borrower in favour of Bank of Scotland plc
was presented for registration on
26 04 2012 /

Jurisdiction in ②
☒ Scotland
☐ England and Wales
☐ Northern Ireland

- ① As described on form MG01
'Particulars of a mortgage
or charge'
② Please tick as appropriate

3 Signature

Please sign the form here
Signature
X *am* 11th May 2012 X
For and on behalf of Cameron McKenna LLP

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

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



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 James Horton

Company name CMS Cameron McKenna LLP

Address 2nd Floor

7 Castle Street

Post town

County/Region

Postcode E H 2 3 A H

Country

DX ED 194 Edinburgh

Telephone 0131 220 7676



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have shown the date of, and parties to, the charge in Section 2
- ☒ [x] You have declared where the charge was presented for registration
- ☒ [x] You have enclosed the form MG01 and a verified copy of the deed
- ☒ [x] You have signed the form



Important information

Please note that all information on this form will appear on the public record.



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 MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 7849932

CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED
ON 18 APRIL 2012 WHICH WAS PRESENTED FOR
REGISTRATION IN SCOTLAND ON 26 APRIL 2012 AND
CREATED BY TERRACE HILL (PROPERTY INVESTMENT NO 2)
LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO BANK OF SCOTLAND PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 11
MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MAY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

0x