

MR01

Particulars of a charge



Companies House

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 within
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
scanned and placed on the public record. **Do not send the original.**

TUESDAY



S5603EJU
SCT 10/05/2016 #54
COMPANIES HOUSE

1 Company details

Company number S C 3 2 8 9 9 1

Company name in full Aerial Access Services Limited

For official use 2

→ **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 0 4 0 5 2 0 1 6

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 Santander UK 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.

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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.

Brief description

ALL and WHOLE the plot or area of ground lying to the north of Unthank Road, Mossend, Bellshill, ML4 1DD being part and portion of ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number LAN55560.

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.

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

MEMBER ON BEHALF OF MACROBERTS LLP

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 **Michelle Rae (MZR2/JC/SAN/23/56)**

Company name **MacRoberts LLP**

Address **Capella, 60 York Street**

Post town **Glasgow**

County/Region

Postcode **G 2 8 J X**

Country **United Kingdom**

DX **GW70 Glasgow**

Telephone **0141 303 1300**



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: 328991

Charge code: SC32 8991 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th May 2016 and created by AERIAL ACCESS SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2016.

Given at Companies House, Edinburgh on 16th May 2016



Companies House



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

GLASGOW 9/5 2016
CERTIFIED A TRUE COPY

M. ROBERTS

GLASGOW

SANTANDER UK plc

STANDARD SECURITY

We, AERIAL ACCESS SERVICES LIMITED, incorporated under the Companies Acts (Company Number SC328991) and having our Registered Office at Four Mossend Works, Five hundred and fifty seven Main Street, Bellshill, Lanarkshire ML4 1DX in security of all sums due and that may become due to SANTANDER UK PLC, incorporated under the Companies Acts (Registered Number 02294747) and having its Registered Office at 2 Triton Square, Regent's Place, London, NW1 3AN and whose address for service hereunder is at Corporate Advances Branch, Bootle, Merseyside, L30 4GB as security trustee for Santander UK plc and its subsidiaries for the time being, which expression shall include its successors and assignees (hereinafter referred to as "the Bank") by the said Aerial Access Services Limited (hereinafter referred to as "the Debtor") in terms of the Personal Bond granted by the Debtor in favour of the Bank dated of even date herewith and any variation, extension, renewal, replacement or alteration thereof HEREBY GRANT a Standard Security in favour of the Bank over ALL and WHOLE the plot or area of ground shown shaded yellow within the larger subjects delineated in red on the plan annexed and executed as relative hereto, lying to the north of Unthank Road, Mossend, Bellshill, ML4 1DD and being part and portion of ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number LAN55560; TOGETHER WITH (One) the whole rights, common, mutual and exclusive pertaining thereto, including (but not limited to) a servitude right of access to and egress from the subjects hereby secured over the roadways and footpaths leading to and from Unthank Road, Mossend, Bellshill and Johnstone Street, Mossend, Bellshill; (Two) the fittings and fixtures therein and thereon; (Three) the parts, privileges and pertinents effeiring thereto; and (Four) the Debtor's whole right, title and interest present and future in and to the whole subjects hereby secured.

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 ("the 1970 Act") and any lawful variation thereof operative for the time being shall apply; and we agree that the Standard Conditions shall be varied to the effect that:

- a)
 - i) The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the subjects hereby secured and not the market value thereof.
 - ii) All policies of insurance effected by the Debtor in respect of the subjects hereby secured against fire and other risks shall be made available to the Bank for the purpose of endorsement of the interest of the Bank and shall in other respects be deemed for the purpose hereof to have been effected under Standard Condition 5(a).
 - iii) The Bank shall have full power to settle and adjust with the insurers all questions with respect to the amount of the monies payable under the policy and with respect to the liability of the insurers.
 - iv) Any monies received on any insurance of the subjects hereby secured whether effected by the Debtor or by the Bank in terms of Standard Condition 7(1) shall be applied at the option of the Bank either in or towards making good the loss or damage in respect of which the monies are received or in or towards the payment of the sums of money due or that may become due under the said Personal Bond.
 - v) Nothing shall be done on the subjects hereby secured which may prejudicially affect the insurance or which may increase the premium payable for any such insurance without the express consent of the Bank in writing.
- b) The Debtor shall not at any time, while this security shall remain undischarged, do any of the following without the prior consent in writing of the Bank which consent, if granted, may be granted subject to such conditions as the Bank may in its entire discretion see fit to impose:
 - i) create or agree to create or purport to create any subsequent security over the subjects hereby secured or any part thereof.
 - ii) sell or offer to sell or agree to sell or convey or dispose (otherwise than by mortis causa deed) any interest in the subjects hereby secured or any part thereof.
 - iii) make any alteration in the use of the subjects hereby secured.

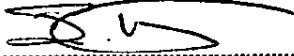
iv) let or sub-let or agree to let or sub-let the subjects hereby secured or any part thereof or in any way part with the occupation of the subjects hereby secured or any part thereof.


v) make application for or accept any improvement grant, repair grant or other similar grant in respect of the subjects hereby secured or any part thereof under the Housing (Scotland) Acts or any like enactment.

- c) The Bank upon entering into possession of the subjects hereby secured shall become and be the agent of the Debtor with authority at the expense of the Debtor to remove, store, preserve, sell or otherwise dispose of any moveable property in or upon the subjects hereby secured which the Debtor shall refuse or omit to remove from the subjects hereby secured in such manner as the Bank may think fit, without the Bank being liable for any loss or damage occasioned by the exercise of this power.
- d) The Debtor shall vacate the subjects hereby secured in so far as occupied by him, his family and servants and shall give the Bank immediate possession thereof on the expiry of the period of seven days after the posting of a notice by recorded delivery given by or on behalf of the Bank and addressed to the Debtor at his last known address given at any time after the Bank shall have become entitled to enter into possession of the subjects hereby secured; And the Debtor agrees that a Warrant of Summary Ejection may competently proceed against him in the Sheriff Court of the County in which the subjects hereby secured are situated at the instance of the Bank.
- e) The Debtor shall keep the Bank indemnified from and against all actions, proceedings, claims, expenses and damages occasioned by any breach of any undertaking, obligation or stipulation or the non-payment of any outgoings. All expenses and outlays incurred by the Bank and by any of its Officers, Solicitors, Surveyors or Agents in connection with the preparation, execution and recording hereof and of any variation, restriction or discharge hereof or in connection with any default hereunder or the collection of any sums of money due and not timeously paid hereunder or under the said Personal Bond and all expenses reasonably incurred by the Bank in calling up the security and realising or attempting to realise the subjects hereof or any part thereof and exercising any other powers conferred upon it hereby or by the said Personal Bond shall be payable by the Debtor to the Bank on an agent and client basis on demand and until so paid shall be part of the monies hereby secured and Standard Condition 12 is hereby excluded.
- f) The Bank may at any time after entering into possession of the subjects hereby secured, relinquish such possession on giving written notice to the Debtor.
- g) The Debtor hereby assigns to the Bank all claims and rights competent or that may become competent to him to payments of compensation under any statute or by reason of any compulsory acquisition, requisitioning, variation or discharge of land conditions or other exercise of statutory powers or rights or fulfilment of statutory obligations or by reason of any refusal, withdrawal or notification of planning permission or any control or limitation imposed upon or affecting the use of the subjects hereby secured.
- h) The powers available to the Bank hereunder are in addition to and without prejudice to and not in substitution for all other powers and remedies competent to the Bank by statute or at common law.
- i) The Bank may at any time assign these presents to any person and any such assignee or subsequent assignees shall have the benefit of all the provisions herein contained and may at any time thereafter exercise all rights and remedies of the Bank hereunder.
- j) All the words and expressions which are incorporated in this variation and which are defined in the 1970 Act or in the said Schedule, shall be deemed to be so defined for the purpose of these presents;

And we grant warrantice;

And we consent to registration hereof for execution: IN WITNESS WHEREOF these presents consisting of this and the two preceding pages together with the plan annexed are subscribed for and on behalf of us, the said Aerial Access Services Limited by:

.....Director (STEPHEN MURPHY)

.....Director/Secretary/Witness
(ROBERT FITZWILLIAM SHAW)

.....Witness full name (if applicable)——

.....Witness address (if applicable)

.....

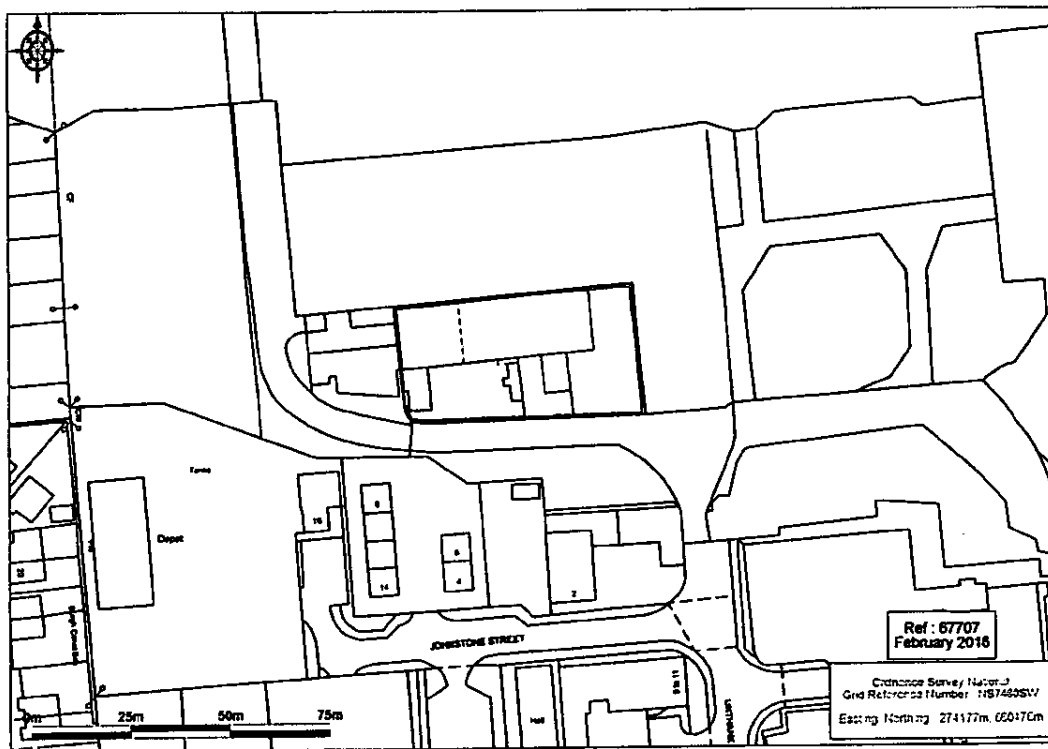
.....

At MOTHERWELL

On FIFTEENTH MARCH 2016

THIS IS THE PLAN REFERRED TO IN THE FOREGOING
STANDARD SECURITY BY AERITZ ACCESS SERVICES
LIMITED IN FAVOR OF SANDER UK PLC.

**Mossend Works, Main Street
Bellshill ML4 1DX**



Promap

Ross Lomie & Co Ltd
E. searches@lomies.co.uk
T. 0131 555 0718

[Handwritten signature]