



Registration of a Charge

Company Name: **SOUTHSIDE CAPITAL LIMITED**

Company Number: **SC525137**



Received for filing in Electronic Format on the: **16/08/2021**

XAB013I3

Details of Charge

Date of creation: **10/08/2021**

Charge code: **SC52 5137 0013**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **79 GORGET AVENUE, KNIGHTSWOOD, GLASGOW FOR MORE DETAILS
PLEASE SEE INSTRUMENT**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DAVID WATSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 525137

Charge code: SC52 5137 0013

The Registrar of Companies for Scotland hereby certifies that a charge dated 10th August 2021 and created by SOUTHSIDE CAPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2021 .

Given at Companies House, Edinburgh on 17th August 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



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.



STANDARD SECURITY

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

The Borrower: Southside Capital Limited, (Company Number SC515137) Incorporated under the Companies Acts and having their Registered Office is at 19 Eaglesham Road, Newton Mearns, Glasgow, G77 5BT

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) incorporated under the Companies Acts and 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 Consentor

(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 79 Gorget Avenue, Knightswood, Glasgow, G13 2AN being the subjects registered under Title Number GLA43773

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 Consentor (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 and registered in the Books of Council and Session on 6th August 2020 shall apply, with the consent of the Consentor (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 Consentor (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 Lending Terms and Conditions, a copy of which the Borrower hereby acknowledges receipt), and any lawful variation thereof operative for the time being shall apply; And the Consentor (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 Consentor (if any) at Glasgow on the 1 day of June Two thousand and 21

before these witnesses

Witness Signature

Witness Name (CAPITALS) HUGHES SHAUGHNESSY MCFARLANE

Address

Occupation SOLICITOR

Hughes Shaughnessy McFarlane
256 Castlemilk Road
Kings Park
Glasgow G44 4LB
Tel: 0141 649 9772

DIRECTORS SIGNATURE

GLADSTONE DAVID MCILAM

FULL NAME OF DIRECTOR