

Registration of a Charge

Company name: THE THREE WISE MONKEYS PROPERTY INVESTMENT COMPANY

LIMITED

Company number: SC554812

Received for Electronic Filing: 06/07/2020



Details of Charge

Date of creation: 26/06/2020

Charge code: SC55 4812 0004

Persons entitled: ALDERMORE BANK PLC

Brief description:

Contains floating charge(s) (floating charge covers all the property or

undertaking of the company).

Contains negative pledge.

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 SAVE FOR MATERIAL REDACTED PURSUANT

TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL

INSTRUMENT.



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 554812

Charge code: SC55 4812 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th June 2020 and created by THE THREE WISE MONKEYS PROPERTY INVESTMENT COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2020.

Given at Companies House, Edinburgh on 6th July 2020

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





Scottish Floating Charge

Lender: Aldermore Bank Plc (and its transferees as described in the Mortgage Conditions) whose registered office is 1st Floor Block B Western House Lynch Wood Peterborough PE2 6FZ

Mortgage Conditions: Aldermore Bank Plc Commercial mortgage conditions (Scotland) 2014

Full Name(s) of Chargor(s): THREE WISE MONKEYS PROPERTY INVESTMENT COMPANY LIMITED (SC554812), a company incorporated under the Companies Acts and having their registered office at Fourteen Rutland Square, Edinburgh, EH1 2BD

- 1. This Charge incorporates the Mortgage Conditions copies of which have been received by the Chargor which the Chargor hereby acknowledges.
- 2. The Chargor as security for the payment and discharge of the secured amount (as defined in the Mortgage Conditions) hereby grants in favour of the Lender a floating charge over all the undertaking and all the property (including uncalled capital) and assets (the "Assets") of the Chargor.
- 3. The Chargor agrees that it shall be prohibited from granting or creating subsequent to the date of this Charge any fixed security or any other floating charge over the Assets or any part or parts of them, other than in favour of the Lender or in favour of another person and with the prior written consent of the Lender.
- 4. Any fixed security granted by the Chargor in favour of the Lender (whether before or after this Charge) shall rank in priority to the floating charge created by this Charge.
- 5. In the event that the Chargor grants or creates any fixed security or floating charge in breach of the prohibition in clause 3 of this Charge or with the consent of the Lender under clause 3 of this Charge but with no written agreement of the Lender as to the ranking of them, this Charge shall rank in priority to that fixed security or floating charge.
- 6. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created under this Charge. This means that, at any time the Lender seeks to enforce this Charge, it may appoint an administrator of the Charge under the Insolvency Act 1986.
- 7. This Charge secured further advances but the Lender is not obliged to make further advances.
- 8. The Chargor agrees to pay or discharge the secured amount (as defined in the Mortgage Conditions) in accordance with its terms and to comply with the Mortgage Conditions.
- 9. This Charge shall be governed by and construed according to Scots law

IN WITNESS WHEREOF this Charge consisting of this page is executed as follows:-	
Subscribed for and on behalf of the Chargor at EDIN BURGH on 20/05/2020 by: ROSS ROSERT MULLAY DIRECTOR MARK JAMES DICKSON DIRECTOR	
Signature fasiMMM	Signature Dicks SO Dige Croc

I certify that this copy document is a true copy of the original document of which it purports to be a copy and which we have examined on 06/07/2020

McVey & Murricane 13 Bath Street Glasgow G2 1HY