

01008 3/23

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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 MR01.

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

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If 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
scanned and placed on the public record. **Do not send the original.**



A12

A77R1PWQ

09/06/2018

#174

COMPANIES HOUSE

SATURDAY

1 Company details

Company number 0 3 2 1 4 7 0 2

Company name in full TOWER BRIDGE HOMES CARE LIMITED

40 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 Charge creation date

Charge creation date d 2 d 3 m 0 m 5 y 2 y 0 y 1 y 8

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 THE INVERCLYDE COUNCIL

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

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

LARKVIEW CARE HOME, LARKFIELD ROAD, GREENOCK
REGISTERED UNDER TITLE NUMBER REN110792 IN THE LAND
REGISTER OF SCOTLAND

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

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

MRO1

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **JAMES KERR**

Company name **INVERCLYDE COUNCIL**

Address **MUNICIPAL BUILDINGS**

24 CLYDE SQUARE

Post town **GREENOCK**

County/Region **RENFREWSHIRE**

Postcode **P A 1 5 1 L X**

Country **SCOTLAND**

DX

Telephone **01475 712617**



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3214702

Charge code: 0321 4702 0040

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd May 2018 and created by TOWER BRIDGE HOMES CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th June 2018.

Given at Companies House, Cardiff on 15th June 2018



Companies House



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

FAS ERT

STANDARD SECURITY

by

TOWER BRIDGE HOMES CARE LIMITED

in favour of

THE INVERCLYDE COUNCIL



DLA PIPER

**WE HEREBY CERTIFY THIS TO BE A TRUE COPY,
OF THE ORIGINAL**

DATE.....

[Signature]

SIGNED.....


30/5/2018

DLA PIPER UK LLP

DLA PIPER SCOTLAND LLP


WHEREAS TOWER BRIDGE HOMES CARE LIMITED, incorporated under the Companies Acts with Registered Number 03214702, and having its Registered Office at 228 St Mary's Lane, Upminster, Essex RM14 3DH, (the said Tower Bridge Homes Care Limited and its successors in the ownership of the subjects aftermentioned being hereinafter referred to as the "Purchaser") has purchased the subjects hereinafter described (being hereinafter referred to as the "Subjects") from Flagship Tower (Greenock) Limited, incorporated under the Companies Acts with Registered Number 5438851 and having its registered office at Cranham Court, 228 St Marys Lane, Upminster, Essex, RM14 3DH; And whereas the Purchaser has undertaken to **THE INVERCLYDE COUNCIL**, incorporated under the Local Government etc. (Scotland) Act 1994 and having its principal offices at Municipal Buildings, Greenock, PA15 1LX, (the said The Inverclyde Council and its successors being hereinafter referred to as the "Council"), as follows, videlicet; (One) that the Subjects shall be used in all time coming for the erection and maintenance of one care home comprising of not less than 82 and not more than 90 bed spaces, with associated parking and gardens; (Two) any part of the Subjects not built upon shall be kept in a neat and safe condition in all time coming; NOW THEREFORE the Purchaser hereby undertakes to fulfil the aforesaid undertakings: For which the Purchaser grants a Standard Security in favour of the Council over ALL and WHOLE the Subjects registered in the Land Register of Scotland under Title Number REN110792; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 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 (First) Standard Conditions 1(b), 2, 3, 4, 5(b) and 6 shall not apply; (Second) the Council shall not be entitled to call up the Standard Security in the manner prescribed by Section 19 of the Act where the default is remediable and falls within the terms of Standard Condition 9(1)(b) unless and until the Purchaser shall be held to be in default within the meaning of Standard Condition 9 as hereinafter varied, provided that the Notice of Default shall be served not only on the Purchaser but also on the person last infeft in the Subjects and any heritable creditor whose interest in the Subjects has been intimated to the Council and, where the default is remediable, the Purchaser shall be held to be in default in terms of Standard Condition 9 only in the event that there has been a material breach of the undertakings hereinbefore specified and the Council has (Firstly) served a prior Notice on the Purchaser and others aforesaid intimating the intention of the Council to serve a Notice of Default in terms of Section 21 of the Act requiring the Purchaser and others to comply with said undertakings within three months of the date of service of such prior Notice and on the expiry of such prior Notice the Purchaser and/or others have failed to comply as aforesaid and (Secondly) upon the expiry of the said three month period the Council has served a Notice of Default as aforesaid requiring the breach to be remedied within the period specified in the Notice of Default and the breach has not been remedied within that period; and (Third) where the default is not remediable and in the event that there has been a material breach of the said undertakings the Council shall have the right to serve a Calling-Up Notice in terms of Section 19 of the Act provided that the Calling-Up Notice shall be served not only on the Purchaser, but also on any heritable creditor whose interest has been intimated to the Council;

And the Purchaser grants warrandice; And the Purchaser consents to registration hereof for execution:
IN WITNESS WHEREOF these presents consisting of this and the preceding page are
subscribed for and on behalf of the Purchaser as follows:-


Signature of ~~*Director/Co-Secretary/Authorised Signatory/Witness~~
(*Delete as appropriate)

LARA BOSWELL
Full name of above (print)

C/O 228 ST MARY'S LANE
WIMBORNE, DORSET
BH14 3DH
Address of Witness


Signature of ~~*Director/Authorised Signatory~~

SHERAZ LAKHANI
Full name of above (print)

16/02/18
Date of signing

WIMBORNE, DORSET
Place of signing