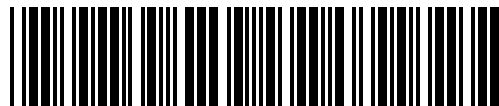




Registration of a Charge

Company Name: **MACTAGGART & MICKEL HOMES LIMITED**

Company Number: **SC013539**



Received for filing in Electronic Format on the: **10/11/2021**

XAGYBRX7

Details of Charge

Date of creation: **04/11/2021**

Charge code: **SC01 3539 0657**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY AGENT FOR THE SECURED PARTIES)**

Brief description: **LEASEHOLD LAND AT 18 JERNINGHAM ROAD, LONDON SE14 5NX (TGL459979) AND OTHER PROPERTIES IN LONDON**

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.**

Certified by: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13539

Charge code: SC01 3539 0657

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th November 2021 and created by MACTAGGART & MICKEL HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th November 2021 .

Given at Companies House, Edinburgh on 11th November 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

Ana Bell

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner: Mactaggart & Mickel Homes Limited incorporated in Scotland and having its registered office at 1 Atlantic Quay, 1 Robertson Street, Glasgow G2 8JB

Where the Owner is a company:

Registered No: SC013539

Where the Owner is not resident (if an individual or partnership) or not incorporated (if a company) in the United Kingdom, it must provide an address for service in England and Wales:

Address for Service: N/A

Security Agent: The Royal Bank of Scotland plc (registered number SC083026) as security agent for the Secured Parties (as defined below)

Property:

1. Leasehold land at 18 Jerningham Road, London SE14 5NX (Land Registry Title No: TGL459979)
2. Leasehold land at 41 Beacon Gate, London SE14 5UB (Land Registry Title No: TGL125187)
3. Leasehold land at Flat A, 58 Pepys Road, London SE14 5SD (Land Registry Title No: TGL355829)
4. Leasehold land at Flat D, 58 Pepys Road, London SE14 5SD (Land Registry Title No: TGL355827)
5. Leasehold land at 59 Musgrove Road, London SE14 5PP (Land Registry Title No: SGL461545)
6. Leasehold land at Flat 11A Sandbourne Road New Cross London SE4 2NP (Land Registry Title No: TGL411789)
7. Leasehold land at Flat 11C Sandbourne Road Brockley London SE4 2NP (Land Registry Title No: TGL474813)
8. Leasehold land at 19 Bavent Road, London SE5 9RY (Land Registry Title No: TGL444518)
9. Leasehold land at 20 Bavent Road, London SE5 9RY (Land Registry Title No: TGL444519)
10. Freehold land at 31 to 36 (inclusive) Bavent Road, London SE6 9RY (Land Registry Title No: TGL264435)
11. Freehold land at 99 Heathwood Gardens, London SE7 8ET (Land Registry Title No: SGL261195)
12. Freehold land at 62 Little Heath, London SE7 8BH (Land Registry Title No: SGL310301)
13. Freehold land at 38 Ommaney Road New Cross London SE14 5NT (Land Registry Title No: LN175012)
14. Freehold land at 56 Waller Road New Cross London SE14 5LA (Land Registry Title No: LN163617)
15. Freehold land at 99 Erlanger Road, New Cross, SE14 5TQ and the land lying to the East of Erlanger Road (Land Registry Title No's: TGL14395 and LN165223)
16. Leasehold land at Second Floor Flat At, 4 Pepys Road, London SE14 5SB (Land Registry Title No: TGL343757)
17. Leasehold land at 235B New Cross Road, London SE14 5UH (Land Registry Title No: TGL232217)
18. Freehold land at 64 Jerningham Road, London SE14 5NW (Land Registry Title No: LN154757)
19. Freehold land at 10 Musgrove Road, London SE14 5PW (Land Registry Title No: SGL29585)
20. Freehold land at 417 and 419 New Cross Road, London SE14 6TA (Land Registry Title No: TGL270629)
21. Freehold land at 426 New Cross Road London SE14 6TY (Land Registry Title No: SGL289342)
22. Freehold land at 38 Reservoir Road, London SE4 2NU (Land Registry Title No: 378933)

23. Freehold land at 160 Drakefell Road Brockley London SE4 2DS (Land Registry Title No: SGL7040)

References to **Property** include any part of it and the other assets charged by Clause 2.

Date: 04 November 2021

**You must date
the document**

1. **Owner's Obligations**

The Owner will pay to the Secured Parties on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to any Secured Party (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by each such Secured Party (as applicable), calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by that Secured Party; and.
- 1.2 any expenses any Secured Party or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

The **Secured Parties** are The Royal Bank of Scotland plc as Original Lender, Agent, Security Agent, Arranger, Account Bank and Ancillary Lender and NatWest Markets plc as Hedge Counterparty (registered number SC090312) and their respective successors (and **Secured Party** shall mean any such person).

The Facilities Agreement means the facilities agreement dated on or around the date of this deed, and made between, (amongst others), Mactaggart & Mickel Group Limited, The Royal Bank of Scotland plc as Arranger, Agent, Security Trustee, Original Lender, Account Bank and Ancillary Lender and NatWest Markets PLC as Original Hedge Counterparty as amended, varied, novated, supplemented or replaced from time to time.

Terms defined in the Facilities Agreement, unless otherwise defined in this deed or unless a contrary intention appears, bear the same meaning when used in this deed.

In the event of any conflict between the terms of this deed and the terms of the Facilities Agreement, the terms of the Facilities Agreement shall prevail.

2. **Charge**

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee:

- 2.1 charges to the Security Agent all legal interest in the Property, by way of legal mortgage; and
- 2.2 gives to the Security Agent a fixed charge over any other interest in the Property, all rents receivable from any lease granted of the Property, and the proceeds of any insurance affecting the Property.

3. **Restrictions**

The Owner will not, without the Security Agent's consent:

- 3.1 permit or create any mortgage, charge or lien on the Property;
- 3.2 dispose of the Property;

- 3.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting; or
- 3.4 part with or share possession or occupation of the Property.

4. Land Registry

The Owner and the Security Agent apply to the Land Registry to enter a restriction that "no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated { date } in favour of the Security Agent referred to in the charges register". The Security Agent may also register any priority arrangements at the Land Registry which will then be publicly available.

5. Property Undertakings

The Owner will:

- 5.1 permit the Security Agent at any time to inspect the Property;
- 5.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Security Agent, terrorism cover) to the Security Agent's reasonable satisfaction for its full reinstatement cost. In default, the Security Agent may arrange insurance at the Owner's expense;
- 5.3 hold on trust for the Security Agent all proceeds of any insurance of the Property. At the Security Agent's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations;
- 5.4 where required by the Security Agent, deposit with the Security Agent all insurance policies (or copies where the Security Agent agrees), and all deeds and documents of title relating to the Property;
- 5.5 keep the Property in good condition;
- 5.6 not, without the Security Agent's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations, save as permitted pursuant to the terms of the Facilities Agreement; and
- 5.7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Security Agent if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease.

6. Possession and Exercise of Powers

- 6.1 The Security Agent does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Owner will continue in possession until the Security Agent takes possession.
- 6.2 If any Secured Party (or the Security Agent on its behalf) makes a demand, the Security Agent may then take possession or exercise any of its other powers without further delay.
- 6.3 Any purchaser or third party dealing with the Security Agent or a receiver may assume that the Security Agent's powers have arisen and are exercisable without proof that demand has been made.
- 6.4 The Security Agent will not be liable to account to the Owner for any money not actually received by the Security Agent.

7. Appointment of Receiver

The Security Agent may appoint or remove a receiver or receivers of the Property. If the Security Agent appoints a receiver, the Security Agent may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not the Security Agent) will be responsible for the acts, defaults and remuneration of the receiver.

8. Powers of the Security Agent and Receivers

- 8.1 The Security Agent or any receiver may deal with the Property in any manner (including carrying out works) and sell, lease, charge or take any action to realise the Property or income from the Property. The Security Agent or receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations, for these purposes.
- 8.2 Joint receivers may exercise their powers jointly or separately.
- 8.3 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 8.4 The Security Agent may exercise any of its powers even if a receiver has been appointed.
- 8.5 The receiver may dispose of any of the Owner's assets (not charged by this deed) that are at the Property. If the receiver does this, it will pay the proceeds to the Security Agent, after the deduction of any fees or expenses incurred in the sale. The proceeds received by the Security Agent will be a debt owed by the Security Agent to the Owner.
- 8.6 The Security Agent (in its capacity as such) may set off any amount due from the Owner against any amount owed by the Security Agent (in its capacity as such) to the Owner. The Security Agent may exercise this right, without prior notice, both before and after demand. For this purpose, the Security Agent may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 8.7 Any credit balance with a Secured Party will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. The Security Agent (or any Secured Party) allowing the Owner to make withdrawals will not waive this restriction.

9. Application of Payments

- 9.1 The Security Agent may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Security Agent decides.
- 9.2 If the Security Agent and/or any other Secured Party receives notice of any charge or other interest affecting the Property, the Security Agent or, as applicable, that Secured Party, may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Security Agent or that Secured Party suspends the account(s), any payments received by the Security Agent or that Secured Party for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

10. Preservation of Other Security and Rights and Further Assurance

- 10.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Security Agent and/or any Secured Party now or in the future. The Security Agent may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Security Agent's other rights.
- 10.2 On request, the Owner will execute any deed or document, or take any other action required by the Security Agent, to perfect or enhance the Secured Parties' security under this deed.

11. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, whilst an Event of Default is continuing, the Owner irrevocably appoints the Security Agent, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

12. Consents, Notices and Demands

12.1 All consents, notices and demands must be in writing.

12.2 The Security Agent may deliver a notice or demand to the Owner:

13.2.1 at the contact details last known to the Security Agent;

13.2.2 at its registered office; and

12.3 A notice or demand signed by an official of the Security Agent will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

12.4 A notice from the Owner to the Security Agent will be effective on receipt.

13. Miscellaneous

13.1 The rights of the Security Agent and the security granted by the Owner under this deed are held by the Security Agent on trust for the benefit of the Secured Parties and are subject to the terms of all applicable agency, trustee and intercreditor arrangements agreed between the Security Agent and the Secured Parties as amended, supplemented, varied or restated from time to time.

13.2 The Security Agent (nor any receiver or delegate) will not be liable (for whatever reason including taking possession of any property or security assets as mortgagee or otherwise) for:

13.2.1 any costs, losses, liabilities or expenses relating to the realisation of any property or security assets; and/or

13.2.2 any action taken (or not taken) by the Security Agent (or any receiver or delegate) or their officers, employees or agents in relation to any property or security assets or in connection with this deed, unless directly caused by its gross negligence or wilful misconduct.

14. Transfers

The Security Agent and any other Secured Party may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Security Agent and/or any other Secured Party to give that person or its agent any financial or other information about the Owner. References to the Secured Parties and the Security Agent include, in each case, their successors.

15. Law

15.1 English law governs this deed and the English courts have exclusive jurisdiction.

15.2 For the benefit of the Security Agent, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by
the Owner

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)
)
)
)



Director

Director/Secretary

If there is only one signature, which must be that of a Director, a witness is required.

Signed by the Director in the presence of:

Witness' signature



Witness' name in full (IN BLOCK CAPITALS)

DERMOT STEWART HILL

Address

48 ST VINCENT ST, GLASGOW

Occupation

SOLICITOR