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

MR01
Particulars of a charge

Companies House

50256169

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

A fee is be payable wi
Please see 'How to pay'

THURSDAY

SB4DE6WJ
SCT 19/05/2022 #39
COMPANIES HOUSE

✓ **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**
You may not use this for register a charge where *instrument. Use form MI*

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. 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. This will be scanned and placed on the public record. **Do not send the original.**

For official use 6

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	S C 2 7 7 2 5 9
Company name in full	POLLOKSHIELDS DEVELOPMENTS LIMITED

2 Charge creation date

Charge creation date	d 1 d 7 m 0 m 5 y 2 y 0 y 2 y 2

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	ATOM BANK PLC (08632552)
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.

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.

Brief description

ALL and WHOLE subjects on the north side of Albert Drive, Glasgow and the north east side of Barrland Street, Glasgow being the subjects registered in the Land Register of Scotland under Title Number GLA87010

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 ❶

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.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X KEITH DUNLOP, DIRECTOR, ON BEHALF OF ENPOWER LIMITED AS AGENT FOR CHARGEE X

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

MR01
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	TOBY KENNEDY
Company name	ENNOVA LAW
Address	26 GEORGE SQUARE
Post town	EDINBURGH
County/Region	
Postcode	E H 8 9 L D
Country	SCOTLAND
DX	DX ED 39 EDINBURGH
Telephone	0131 662 4555

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: 277259

Charge code: SC27 7259 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 17th May 2022 and created by POLLOKSHIELDS DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th May 2022.

Given at Companies House, Edinburgh on 19th May 2022

Companies House

REGISTRAR OF COMPANIES FOR SCOTLAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

PARTIES

(1) POLLOKSHIELDS DEVELOPMENTS LIMITED incorporated under the Companies Acts and registered in Scotland with company number SC277259 whose registered office is at Abercorn House, 79 Renfrew Road, Paisley, Renfrewshire, PA3 4DA which expression includes its successors and assignees whomsoever (hereinafter called "the Borrower").

(2) ATOM BANK PLC incorporated under the Companies Acts and registered in England and Wales with Company Number 08632552 whose registered office is at The Rivergreen Centre, Aykley Heads, Durham DH1 5TS (hereinafter called "Atom").

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

Terms defined in the Terms and Conditions shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

Expenses: all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by Atom at any time in connection with the Secured Assets or the Secured Liabilities or in taking, perfecting or enforcing the terms of the Security or in exercising any right or power under the contract or otherwise together with VAT upon such expenses where appropriate and interest from the date they are incurred.

Insurance Policy: each contract and policy of insurance of whatever nature in connection with the Security or the Secured Assets which is, from time to time, taken out by or with the authority of or on behalf of or for the benefit of the Borrower.

Interest: interest at the rate or rates agreed between Atom and the Borrower and in the absence of any agreement at the rate of 4% per annum above the base rate of the Bank of England from time to time.

Receiver: any person appointed as a receiver, or administrator.

Secured Assets: all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references

CERTIFIED TRUE COPY

ENNOVA LAW

KEITH DUNLOP, SOLICITOR

18/5/2022

to any part of them).

Secured Liabilities: all 1) present and future monies, due or to become due by the Borrower to Atom and /or 2) obligations and liabilities of the Borrower to Atom, whether actual or contingent and in each case whether due and/or owed jointly or severally, as principal or surety or in any other capacity and whether Atom shall have been an original party to the transaction or not together with all interest (including, without limitation, default interest) and charges accruing in respect of those obligations or liabilities and the Expenses.

Secured Property: means ALL and WHOLE subjects on the north side of Albert Drive, Glasgow and the north east side of Barriland Street, Glasgow being the subjects registered in the Land Register of Scotland under Title Number GLA87010.

Security: any standard security (whether fixed or floating), pledge, lien, assignation in security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Terms and Conditions: Atom's standard Business Banking Secured Loan Terms and Conditions as amended from time to time by notification to the Borrower.

2. INCORPORATION OF TERMS AND CONDITIONS

2.1 The terms of this deed are supplemented by the Terms and Conditions, which should be read as if they were set out in this deed in full.

2.2 If there is an inconsistency between any of the provisions of this deed and the Terms and Conditions, the provisions of this deed shall prevail.

2.3 For the avoidance of doubt, in those parts of the Terms and Conditions which set out provisions regarding secured property, secured assets or enforcement of security, any reference to "you" includes a reference to the Borrower under this deed.

2.4 This standard security is a security document as referred to in the Terms and Conditions.

3. UNDERTAKING TO PAY.

The Borrower shall, on demand, pay to Atom and discharge the Secured Liabilities. Declaring that the sums due by the Borrower shall be conclusively ascertained by a statement under the hand of an official or manager of Atom; except in the event of manifest error; For which sums, the Borrower hereby GRANTS a Standard Security in favour of Atom over the Secured Property"; The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (i) the Redemption of Standard Securities (Scotland) Act 1971 (ii) the Terms and Conditions, and (iii) any lawful variation thereof operative for the time being shall apply; And the said standard conditions shall be varied as follows;

(a) **standard conditions 1 and 2** shall be modified to the effect that it shall be an obligation on the Borrower: -

(i) where there is an obligation to maintain the Secured Property, such obligation shall be deemed to include an obligation to renew or procure the renewal of the same should this be reasonably required by Atom;

and

(ii) not to make or permit the making of any structural or external alterations or additions to the Secured Property without the prior written consent of Atom;

(b) **standard conditions 3 and 4** shall be modified to the effect that it shall be an obligation on the Borrower to ensure that all consents and approvals under all statutes (including all by-laws, instruments, orders and regulations for the time being made thereunder or deriving therefrom) and the regulations and codes of practice of any governmental, local or other competent authorities affecting the Secured Property have been obtained and are complied with at all times;

(c) **standard condition 4** shall be varied to the effect that reference to any notice or order issued or made by virtue of the Town and Country Planning (Scotland) Acts 1947 to 1969 (as amended and varied from time to time) shall be construed as including all notices or orders of whatsoever kind made, given, or issued by any authority or person which may affect the value of the Secured Property in any way;

(d) **standard condition 5** shall be modified to the effect that it shall be an obligation on the Borrower: -

(i) to maintain such insurances in relation to the Secured Property as are normally maintained by prudent organisations carrying on similar businesses;

(ii) without prejudice to the foregoing sub-paragraph (i), to effect and maintain insurance against loss or damage to the Secured Property by fire, lightning, explosion, storm, tempest, flood, aircraft (other than hostile aircraft), landslip, subsidence, riot and civil commotion, malicious damage and such other risks as Atom may from time to time require in the full reinstatement cost (being not less than such sum as Atom may from time to time specify) and for three year's loss of rent and that with insurers approved in writing by Atom and the Borrower shall procure that the interest of Atom, as heritable creditor primo loco, is noted on the relevant policy or policies of insurance and that in such form and manner as Atom may specify from time to time;

(iii) to ensure that each such insurance policy will not as against Atom be rendered void, voidable or unenforceable by reason of any act, omission, breach of warranty or non-disclosure by the Borrower or the occupier of the Secured Property. Atom shall have full power to settle and adjust with the insurers all questions with respect to claims

under each such policy. The Borrower shall also ensure that all monies payable by the insurers under each such policy will be paid to the good discharge therefor and that the insurers will not permit the policy to lapse or attempt to void the same without giving at least 28 days' notice to Atom; and

(iv) not to insure the Secured Property or any part thereof otherwise than in accordance with the foregoing obligation and, if the Borrower shall at any time effect any insurance in breach of such obligation, to hold all monies received under any such last-mentioned insurance as trustee for Atom and, on demand, to pay the same to Atom to be applied as if the same arose under a policy effected in terms hereof;

(e) with reference to **standard condition 10**, the Borrower agrees to vacate the Secured Property in so far as occupied by it or others for whom it is responsible, and to give Atom immediate possession of the Secured Property on demand at any time after Atom shall have become entitled to enter into possession of the Secured Property; and the Borrower agrees that a warrant of summary ejection may competently proceed against it in the Sheriff Court of the County in which the Secured Property are situated at the instance of Atom; Atom, upon entering into possession of the Secured Property or any part thereof, shall become and be agent for the Borrower with authority at the Borrower's expense to remove, store, preserve, sell or otherwise dispose of any equipment, machinery and goods of the Borrower which shall have been left on the Secured Property, in such manner as Atom thinks fit;

(f) For the purposes of this Standard Security the words "Atom" shall be deemed to be reference to the word "creditor" and reference to "the Borrower" shall be deemed to be reference to the word "debtor" respectively, as contained in the said standard conditions which shall be construed accordingly;

5. NEGATIVE PLEDGE

The Borrower shall not at any time, except with Atom's prior written consent:

5.1 create, purport to create or permit to subsist any fixed or floating charge in favour of any third party over the Secured Property;

5.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Property; or

5.3 create or grant (or purport to create or grant) any interest in the Secured Property in favour of a third party.

6.BORROWER'S UNDERTAKING

The Borrower undertakes with Atom to comply with all of the provisions in the Terms and Conditions including, without limitation, those regarding secured property and insurance of secured assets.

And the Borrower grants warrandice but excepting therefrom the Lease between Pollokshields Developments Limited and VKM Residential Limited dated 30 April 2019 and registered in the Books of Council and Session on 23 May 2019; IN WITNESS WHEREOF these presents consisting of this and the preceding 5 pages are executed as follows:

For and on behalf of Pollokshields Developments Limited

by Muhammad Faisal Ahmed

at Glasgow

on 28/04/2022

in the presence of:

ADAM LOOSE

Witness (Full Name)

189 ST VINCENT STREET

GLASGOW, G2 5QD

Witness (Address)

Witness (Address)

Director / Authorised Signatory (Signature)

Witness (Signature)