

23/161145

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 MR08.

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 c
delivered outside of the 21 days it will be rejected unless it is acco
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 origi**

FRIDAY



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SCT

04/11/2016

#322

COMPANIES HOUSE

1 Company details

Company number S C 3 8 3 0 7 8

Company name in full SAVA ESTATES LIMITED

→ **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 ^d1 ^d7 ^m1 ^m0 ^y1 ^y9 ^y8 ^y8

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 CO-OPERATIVE GROUP LIMITED

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.

Particulars of a charge

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.

15 MAIN STREET, INVERARAY PA32 8TR REGISTERED IN THE
LAND REGISTER OF SCOTLAND UNDER ARG12973

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.

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**

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**

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**

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).

Please sign the form here.

Signature

* Handwritten f. Books LPS

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 LAURENCE DOUGLAS

Company name BRODIES LLP

Address 15 ATHOLL CRESCENT

Post town EDINBURGH

County/Region

Postcode E H 3 8 H A

Country

DX ED 10 EDINBURGH 1

Telephone 0131 228 3777



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: 383078

Charge code: SC38 3078 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 17th October 2016 and created by SAVA ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2016.

✓

Given at Companies House, Edinburgh on 16th November 2016



Companies House



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

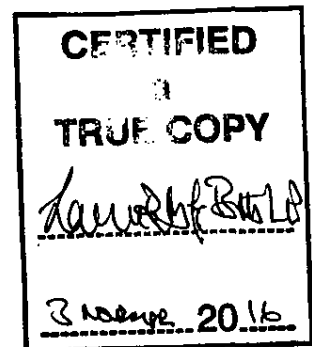
STANDARD SECURITY

by

SAVA ESTATES LIMITED

in favour of

CO-OPERATIVE GROUP LIMITED



Property: 15 Main Street East, Inveraray

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
DX ED 10
Ref: FNC.CJM.COO64.1395
FAS 0468
2016

DK 03/89232401

We, **SAVA ESTATES LIMITED**, incorporated under the Companies Acts in Scotland (Registered Number SC383078) and having our Registered Office at Albert House, Three hundred and eight Albert Drive, Glasgow, G41 5RS (who and whose successors are hereinafter referred to as "the **Granters**") DO HEREBY in security of the whole obligations *ad factum praestandum* undertaken and the liabilities and others due and that may become due by the Granters (collectively the "**Secured Obligations**") to **CO-OPERATIVE GROUP LIMITED**, a society registered under the Co-operative and Community Benefit Societies Act 2014 in England (registered number 525R) and having their registered office at 1 Angel Square, Manchester, M60 0AG (the "**Security Holders**") in terms of, or arising from the Pre Emption Agreement between the Granters and the Security Holders dated of even dates herewith (the "**Agreement**" and which expression shall include any amendments, variations, supplements or novations thereof or thereby), the Granters GRANT in favour of the Security Holders a first ranking Standard Security over those subjects comprising land and buildings at 15 Main Street East, Inveraray, PA32 8TR registered in the Land Register of Scotland under Title Number ARG12973 (the "**Security Subjects**");

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 the Granter agrees that the Standard Conditions shall be varied in accordance with the Agreement and the following provisions:-

- 1 the Granter shall:-
 - 1.1 not, until the Secured Obligations have been satisfied and implemented in full, create or purport, or attempt to create or permit to be created any mortgage, charge, lien (other than a lien arising automatically by operation of law) right of set-off or other security interest or encumbrance over the Security Subjects, or create or purport to attempt to create or permit to subsist any floating charge or debenture over all or any of the assets of the Granter except in accordance with the Agreement or otherwise agreed by the Security Holders at their absolute discretion;
 - 1.2 not until the Secured Obligations have been satisfied and implemented in full dispose or agree to dispose of or part with possession of the Security Subjects with or without the burden of this Standard Security nor shall the Granter create or agree to create a subsequent standard security over the Secured Subjects or any part thereof.
 - 1.3 not be entitled to redeem this Standard Security until the Secured Obligations have been satisfied, and implemented in full;
 - 1.4 not until the Secured Obligations have been satisfied and implemented in full enter into any negotiations with any local or governmental authority for the compulsory acquisition of the Security Subjects.
 - 1.5 satisfy and implement the Secured Obligations;
- 2 The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the security subjects and not the market value thereof;
- 3 Standard Condition 9(1)(b) shall be deleted and substituted by the following:-

"where there has been a failure to comply with any requirement arising out of the security or any breach or non-observance or non-implementation by the Granter of the Secured Obligations."

- 4 The undertakings and obligations on the part of the Granter contained in this Standard Security shall be in addition to, and not in substitution for, the undertakings and obligations on the part of the Granter contained in the Agreement.
- 5 The Granter agrees that in the event of any default under the Standard Security a warrant of summary ejection may competently proceed against the Granter.
- 6 For the purposes of this first ranking Standard Security any reference to the Security Subjects shall include a reference to any part or parts thereof and where there is any conflict between the Standard Conditions and the terms of the Standard Security and the Agreement, the Standard Security and the Agreement shall prevail and shall have effect in preference to the Standard Conditions.
- 7 The Security Holders shall grant and deliver a discharge of this Standard Security forthwith after the Secured Obligations have been satisfied and implemented in full.
- 8 The Granter grants warrandice and consents to registration for preservation and execution.

This document is executed as follows:-

For Save Estates Limited

Lauren Sands
signature of witness

LAUREN SANDS
full name of above (print)

227 SAUCHIEHALL STREET

GLASGOW, G2 3EX

address of witness

AKL
signature of director/authorised signatory

Andrew K. Lal
full name of above (print)

18-08-16
date of signing

Glasgow
place of signing

For Co-operative Group Limited

Laura J. Perkins

signature of witness

Laura Perkins

full name of above (print)

**1 Angel Square
Manchester
M60 0AG**

address of witness

C. Dalton

signature of authorised signatory

Claire Dalton
Authorised Sealing Officer

CAL8044

full name of above (print)

22/8/16

date of signing

MANCHESTER

place of signing