

MR01 1919041623

Particulars of a charge



Companies House



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

A fee is 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 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 original.**



SCT
S69HLKUR
27/06/2017
COMPANIES HOUSE
#11

TUESDAY

1 Company details

Company number S C 4 8 6 9 5 4

Company name in full MERINDOL LIMITED

0 0 0 3 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 0 m 0 m 6 y 2 y 0 y 1 y 7

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 GOVERNOR AND COMPANY OF THE BANK OF IRELAND

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.

COMPANIES HOUSE

27 JUN 2017

EDINBURGH FRONT DESK

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

Area of land lying to the North West of Auchenkilns Roundabout, Cumbernauld, Glasgow registered in the Land Register of Scotland under Title Number DMB72990, for more details please refer to 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.

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.

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 Addi Shamash

Company name Addleshaw Goddard LLP

Address Exchange Tower

19 Canning Street

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 8 E H

Country United Kingdom

DX ED27

Telephone 0131 228 2400



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: 486954

Charge code: SC48 6954 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th June 2017 and created by MERINDOL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2017.

Given at Companies House, Edinburgh on 6th July 2017



Companies House



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

**ADDLESHAW
GODDARD**

Glasgow 12 June 2017

Certified a true copy

Jo McQuillan

Dated

2017

Notary Public,
Glasgow

MERINDOL LIMITED

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

STANDARD SECURITY
relating to Development Site
at Auchenkilns Roundabout,
Cumbernauld

We, **Merindol Limited** incorporated under the Companies Acts in Scotland (Company Number SC486954) and having our Registered Office at c/o CMS Cameron McKenna, 1 West Regent Street, Glasgow, G2 1AP (**Borrowers**) hereby undertake to pay and perform our whole obligations to **The Governor and Company of The Bank of Ireland**, incorporated in Ireland with Limited Liability and having a place of business at One Donegall Square South, Belfast BT1 5LR (hereinafter called the **Bank** which expression where the context so admits shall include the person for the time being deriving title under it and its assigns) as security trustee for each of The Governor and Company of the Bank of Ireland and Bank of Ireland (UK) PLC to the extent that any monies or obligations are owed to them (together the **Secured Parties** and each a **Secured Party** which expressions where the context so admits shall include the person for the time being deriving title under it and its assigns) arising in either or both of (a) the facility agreement between the Bank and the Borrowers dated on or around the date hereof, and (b) the property participation agreement between the Bank and the Borrowers dated on or around the date hereof (together the **Secured Obligations**) grant a Standard Security in favour of the Bank, as trustee for the Secured Parties, over the following subjects (hereinafter called the **security subjects**) videlicet ALL and WHOLE the subjects known as and forming the area of land lying to the North West of Auchenkilns Roundabout Cumbernauld, Glasgow registered in the Land Register of Scotland under Title Number DMB72990; together with (one) the whole rights, common, mutual or otherwise pertaining thereto, (two) the whole parts, privileges and pertinents effeiring thereto, (three) the heritable fittings and fixtures therein and thereon, and (four) the Borrowers whole right, title and interest, present and future therein and thereto.

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 but we agree that the said Standard Conditions shall be varied to the effect that:-

- 1 It shall be an obligation on the Borrowers to insure and keep insured the security subjects in such insurance office and through such agency as the Bank may approve and unless otherwise agreed by the Bank in the name also of the Bank as well as the Borrowers for its right and interest in the security subjects or, at the option of the Bank, to permit the Bank to insure the security subjects in the names of the Bank and the Borrowers, the insurance in either such case as aforesaid being to the extent of

the full reinstatement value of the security subjects for the time being against the risks of fire, aircraft, explosion, flood and such other risks as the Bank shall from time to time consider necessary. All rights and claims under any insurance policies effected or deemed to have been effected are hereby assigned by the Borrowers to the Bank and all monies becoming payable under any such insurance policies shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Bank so requires, in or towards the discharge of the sums secured by this Standard Security;

- 2 The Borrowers shall not at any time during the continuance of this Standard Security without the prior consent in writing of the Bank, which consent if granted may be granted subject to such terms as the Bank considers appropriate to impose:
 - (a) make any alteration in the use of the security subjects, or make any application directly or indirectly for planning permission;
 - (b) part with occupation of the security subjects or any part of them or grant any servitude, wayleave, real burden or water or drainage rights or other continuing right upon or affecting the security subjects or any part thereof;
 - (c) apply under any statute relating to housing, agricultural land or crofts or any other statute of any kind for the time being in force for any improvement or other grant in respect of the security subjects;
 - (d) create a subsequent security over the security subjects or any part thereof; or
 - (e) convey, transfer or otherwise deal with the security subjects or any part thereof under burden of this Standard Security.
- 3 If the security subjects or any part thereof shall be compulsorily purchased or requisitioned or be the subject of a notice to treat for the purposes of compulsory acquisition, all claims and rights competent or that may become competent to the Borrowers to compensation by reason of such acquisition shall be held to be assigned to the Bank, with full power to the Bank to negotiate, agree and adjust and accept payment of the amount of any such compensation.

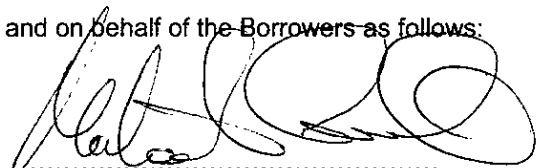
- 4 The Bank may, at any time after it shall have become entitled to enter into possession of the security subjects, serve notice upon the Borrowers requiring him to vacate the security subjects within a period of seven days and the Borrowers shall upon the expiry of the said period vacate the security subjects so far as occupied by him or others for whom he is responsible, and the Borrowers agree that a warrant of summary ejection may competently proceed against them at the instance of the Bank in the Sheriff Court of the District in which the security subjects are situated.
- 5 The security created by this Standard Security extends to being and shall be a security to the Bank for any balance which may be due to the Secured Parties after applying any payments received by the Secured Parties from any person (including any trustee in sequestration, liquidator, receiver, administrator or trustee under any trust deed for creditors) in respect of the obligations or indebtedness secured by this Standard Security and the Borrowers shall not be entitled to require from the Bank any assignation of any such obligations of indebtedness or any part thereof or to rank in any sequestration or liquidation or receivership or under any trust deed or voluntary arrangement in respect of any payment made by the Borrowers to the Bank or any Secured Party or to have the benefit of any securities held by the Bank until the whole amount secured by this Standard Security has been paid or settled in full.
- 6 The Bank may assign this Standard Security to any other Bank, company or person without consent or approval of the Borrowers.
- 7 If the Bank exercises any of the remedies competent to the creditor in terms of standard condition 10 of Schedule 3 to the lastmentioned Act and if the Borrowers fail to remove from the security subjects any furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects, whether of a personal, domestic, or business nature, after being called upon by the Bank by notice in writing to remove the same within such period as may be specified in the said notice, the Bank shall be entitled and are hereby irrevocably authorised as agents of the Borrowers to remove, sell, store or otherwise deal with or dispose of such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects in such manner and upon such terms as the Bank may in their sole discretion think fit, subject only to an obligation, if and to the

extent that the Bank in its discretion sells any of the same which is or are the property of the Borrowers, to account to the Borrowers for any price received by the Bank for any of the same, after deducting all expenses incurred by the Bank in relation thereto. The Bank and/or any Secured Party shall not be liable for any loss or damage occasioned to the Borrowers by the exercise of the authority hereby conferred on the Bank and the Borrowers shall be bound to indemnify the Bank and/or any Secured Party against all expenses incurred by the Bank in connection with or incidental to the removal, storage, or other dealing with or disposal of any such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock or other moveable effects and against all claims by or liability to any third party asserting any title to any item thereof;

But provided always that the liability of the Borrowers to the Secured Parties hereunder shall be (a) limited in aggregate to an amount equal to that recovered by the Secured Parties as a result of the enforcement of this Security with respect to the Secured Obligations; and (b) satisfied only from the net free proceeds of the sale or other disposal or realisation of the security subjects; and (c) the Secured Parties shall not have any recourse under the Secured Obligations to any assets of the Borrowers other than the secured subjects; the "net free proceeds of the sale or other disposal of the Property" means the whole consideration payable on such disposal under deduction of the Borrower's proper and reasonable legal fees and estate agency fees (in each case with in addition proper and reasonable outlays) in relation to the disposal .

AND WE grant warrandice but excepting therefrom the Lease between Vico Properties PLC and SP Distribution Limited registered in the Land Register of Scotland on 20th October 2004 under title number DMB75952: IN WITNESS WHEREOF these presents consisting of this and the 4 preceding pages are subscribed for and on behalf of the Borrowers as follows:

Nice Down
Signature of Witness


Director – Merindol Limited
Michael Carvill

NIAMH DOWNES
Full name of above (print)

15 THE PARK, KILANE

VIEW, EDENDERRY, CO. DUBLIN
Address of Witness

1 JUNE 2017
Date of signing
Deleah
Place of signing