

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

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☒ **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 the  
instrument. Use form MR08

TUESDAY



\*S723P84H\*

SCT

20/03/2018

#77

COMPANIES HOUSE

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.**

### 1 Company details

Company number S C 5 7 2 4 6 9

Company name in full MBC PROPERTIES SPV LTD

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 1 d 4 m 0 m 3 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 ALDERMORE BANK plc

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.

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### 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

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 <sup>①</sup>

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.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

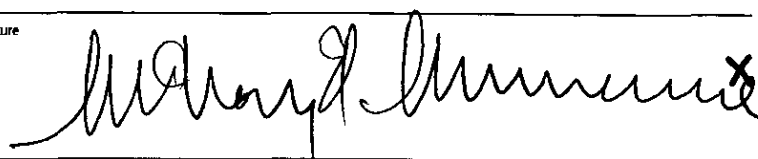
### 9 Signature

Please sign the form here.

Signature

Signature

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	MARK MCEVINNEY
Company name <sup>2</sup>	MCVEY & MURRICANE SOLICITORS
Address	13 BATH STREET
Post town	GLASGOW
County/Region	
Postcode	G 2 1 B W
Country	UK
DX	GW71 GLASGOW
Telephone	0141 333 9688



### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 572469

Charge code: SC57 2469 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 14th March 2018 and created by MBC PROPERTIES SPV LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th March 2018.

Given at Companies House, Edinburgh on 22nd March 2018



**Companies House**



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

**FLOATING CHARGE**

**By**

**MBC PROPERTIES SPV LTD**

**In favour of**

**ALDERMORE BANK PLC**

**WE CERTIFY THAT THIS COPY DOCUMENT IS A  
TRUE COPY OF THE ORIGINAL DOCUMENT OF  
WHICH IT PURPORTS TO BE A COPY AND  
WHICH WE HAVE EXAMINED THIS 12th**

**DAY OF**

March 2018

**SIGNED**

McVey & Murracane

**McVEY & MURRICANE  
SOLICITORS & NOTARIES PUBLIC  
13 BATH STREET  
GLASGOW G2 1BW**

**McVey & Murracane Solicitors  
Albert Chambers  
13 Bath Street  
Glasgow  
G2 1BW  
Tel: 0141 333 9688  
Fax: 0845 058 2541  
DX: GW 71 Glasgow  
Ref: MTM/ALDX500-00180  
FAS: 5852  
2017**

WE, MBC PROPERTIES SPV LTD, incorporated under the Companies Acts (registered number SC572469) and having its registered office at First Floor 4 Earls Court, Earls Gate Business Park, Grangemouth FK3 8ZE (registered number 09646685) and having its registered office at Mansion House, Manchester Road, Altrincham, Cheshire WA14 4RW ("the Company") in security of all sums of principal and relative interest, penalties, costs, charges and expenses due and that may at any time or from time to time become due by the Company to Aldermore Bank Plc (and its transferees as described in the Mortgage Conditions) whose registered office is 1st Floor, Block B, Western House, Lynch Wood, Peterborough PE2 6FZ ("Aldermore") on any account whatsoever and/or for which the Company is or may at any time become liable or responsible to Aldermore in any manner of way or in any respect whatsoever and whether a principal or cautioner or guarantor or surety or otherwise howsoever hereby grant in favour of Aldermore and its successors and assignees whomsoever a floating charge over the whole of the property (including uncalled capital) which is or may be from time to time while this floating charge is in force, comprised in the Company's property and undertaking.

PROVIDING and DECLARING ALWAYS that:-

1. All or any sums due or owing or incurred by the Company to Aldermore ("the Secured Obligations") shall be repaid or discharged by the Company on demand unless otherwise agreed in writing from time to time between the Company and Aldermore whether before or after the execution hereof.
2. The floating charge hereby created shall, except as may otherwise be previously agreed in writing by Aldermore and subject to sub-section (2) of Section 464 of the Companies Act 1985 as the same may from time to time be amended or re-enacted (which Act as so amended or re-enacted is hereinafter referred to as "the Act"), rank prior to any fixed security within the meaning of sub-section (1) of Section 486 of the Act and to any other floating charge which shall be created by us after the date hereof.

3. Subject always to the provisions of the Insolvency Act 1986 as the same may from time to time be amended or re-enacted (which act as so amended or re-enacted is hereinafter referred to as "the Insolvency Act"):

3.1 upon the occurrence of any event of material default specified in any agreement or other deed or document relating to the payment or repayment of the Secured Obligations; or

3.2 upon demand having been made for payment of the Secured Obligations without payment having been timeously made; or

3.3 upon being requested by the Company in writing to do so;

Aldermore shall be entitled at any time thereafter by instrument in writing and without further notice to the Company to appoint any person or persons to be a Receiver or Receivers of the property hereby charged: and in addition and without prejudice to the foregoing provisions of this paragraph, in the event that any person appointed in pursuance thereof to be a Receiver as aforesaid shall be removed by the Court or shall otherwise cease to act as such Aldermore shall be entitled to so appoint in his place another person as Receiver of such property.

4. A receiver so appointed shall have and be entitled to all the powers conferred upon a receiver by the Insolvency Act.

5. The Company shall be solely responsible for the acts and deeds of any receiver so appointed and for his remuneration, costs, charges and expenses and Aldermore shall have no liability or responsibility for or in respect of any act or default of such receiver or any such remuneration, costs, charges and expenses.

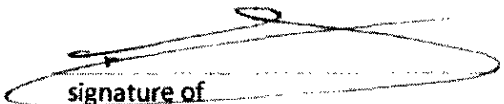
6. Aldermore and every receiver appointed by Aldermore hereunder shall be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them or

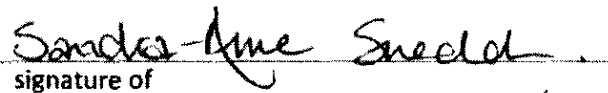
him in the execution of any of the powers, authorities, or discretions vested in them or him in pursuance of the Insolvency Act or these presents and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to the property hereby charged and Aldermore and any such receiver may retain and pay all reasonable and proper sums in respect of the same out of any monies received under the powers conferred by the Act or these presents.

7. The Company shall, if so required by Aldermore, grant in favour of Aldermore such fixed or specific security or charge over the Company's property as Aldermore may reasonably require.

And we bind and oblige ourselves for the whole expenses of completing and enforcing the floating charge hereby created and the expenses of any assignation or discharge thereof; and we consent to the registration hereof for preservation and execution: IN WITNESS WHEREOF these presents are executed as follows:-

By the Company, MBC PROPERTIES SPV LTD

  
signature of  
~~director/secretary/authorised signatory/witness~~  
DIRECTOR.  
Mark Sale  
full name of above (print)  
Law House, Furlbach  
Place, Livingston  
address of witness

  
signature of  
~~director/secretary/authorised signatory~~ WITNESS  
SANDRA-ANNE SNEEDON  
full name of above (print)  
26.1.18  
date of signing  
LIVINGSTON  
place of signing