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

MR01
Particulars of a charge

Companies House

00 5474 | 184

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

A fee is be payable with t
Please see 'How to pay' on t

THURSDAY

SBC57RAA
SCT 08/09/2022 #21
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 for**
You may not use this form tc register a charge where ther instrument. Use form MR08.

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: 9 4

→ **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 5 9 7 8 9 9
Company name in full	Homes For Good Glasgow CIC

2 Charge creation date

Charge creation date	d 0 d 1 m 0 m 9 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	Social and Sustainable Housing LP
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.

Brief description

79 Avonspark Street, Glasgow

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 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 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	Graeme W McGowan
Company name	MSM Solicitors
Address	51 Moss Street
Post town	Paisley
County/Region	
Postcode	P A 1 1 D R
Country	UK
DX	PA83 Paisley
Telephone	0141 889 6244

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: 597899

Charge code: SC59 7899 0094

The Registrar of Companies for Scotland hereby certifies that a charge dated 1st September 2022 and created by HOMES FOR GOOD GLASGOW CIC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th September 2022.

Given at Companies House, Edinburgh on 8th September 2022

Companies House

REGISTRAR OF COMPANIES FOR SCOTLAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

STANDARD SECURITY

By

HOMES FOR GOOD GLASGOW CIC

in favour of

SOCIAL AND SUSTAINABLE HOUSING LP (ACTING THROUGH ITS MANAGER SOCIAL AND SUSTAINABLE CAPITAL LLP)

Date: 7/9/22
Certified a True Copy
Solicitor.....
51 Moss Street, Paisley PA1 1DR

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Date: 7/9/22
Certified a True Copy
Solicitor .....
51 Moss Street

THIS STANDARD SECURITY is granted by:

(1) **HOMES FOR GOOD GLASGOW CIC** incorporated in Scotland with company number SC597899, whose registered office is situated at 123 Main Street, Bridgeton, Glasgow G40 1QD (the "**Chargor**");

in favour of:

(2) **SOCIAL AND SUSTAINABLE HOUSING LP (acting through its manager, SOCIAL AND SUSTAINABLE CAPITAL LLP)**, registered in England and Wales with registered number LP020156 whose registered office is at 4th Floor, Reading Bridge House, George Street, Reading, RG1 8LS as lender (the "**Lender**").

WHEREAS

(A) The Lender has agreed, under the Facility Letter, to provide the Chargor with loan facilities on a secured basis.

(B) The Chargor owns the Property.

(C) This Standard Security provides security which the Chargor has agreed to give the Lender for the loan facilities made or to be made available under the Facility Letter.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Facility Letter shall, unless otherwise defined in this Standard Security, have the same meaning when used in this Standard Security and in addition:

"**Enforcement Event**" means an Event of Default which is continuing.

"**Event of Default**" means any event or circumstance specified as such in clause 14 of the Facility Letter.

"**Facility Letter**" means the facility letter dated 24 November 2021 and made between (1) the Chargor as the borrower and (2) the Lender as the lender, as amended, restated, varied, novated or supplemented from time to time.

"Finance Documents" means the Facility Letter, the Security Documents and any other document or certificate delivered in connection with such transaction documents.

"**Lender Rights**" means all rights, powers and remedies of the Lender provided by or pursuant to this Standard Security or by law.

"**Property**" means those ALL AND WHOLE the subjects known as and forming 79 Avonspark Street Glasgow being the subjects registered in the Land Register of Scotland under Title Number GLA216296 and includes:

(a) all buildings and fixtures and fittings and fixed plant and machinery that are situated on or form part of the Property at any time;

(b) the proceeds of sale of any part of the Property;

(c) all rights under any licence, agreement for sale or agreement for lease in respect of the Property;

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51 Moss Street, Paisley PA1 1DR

(d) the benefit of all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or title undertakings in respect of the Property; and

(e) any monies and proceeds paid or payable in respect of the Property.

"**Secured Obligations**" means all present and future obligations and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of the Chargor to the Lender, and in whatever manner and on any account.

"**Security Documents**" has the meaning given to it in the Facility Letter.

1.2 Interpretation

In this Standard Security:

1.2.1 any reference to the "**Lender**", the "**Chargor**" or any other person shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests; and

1.2.2 (unless otherwise stated) references in this Standard Security to any Clause or Schedule shall be to a clause contained in or schedule annexed and executed as relative to this Standard Security this Standard Security.

2. PAYMENT OF SECURED OBLIGATIONS

2.1 Undertaking to pay

The Chargor undertakes to the Lender to pay and discharge the Secured Obligations when they become due, and in the absence of any express provision for payment and performance of the Secured Obligations concerned on written demand by the Lender.

2.2 Interest on demands

If the Chargor fails to pay any sum in accordance to Clause 2.1 above, the Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the due date for payment until the date of actual payment calculated on a daily basis at the rate determined by and in accordance with Clause 13.3 of the Facility Letter.

3. GRANT OF SECURITY

As a continuing security for the payment and discharge of the Secured Obligations, the Chargor HEREBY GRANTS a standard security in favour of the Lender over the Property; And the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended from time to time) (the "**Standard Conditions**") and any lawful variation thereof operative for the time being shall apply.

4. VARIATION TO STANDARD CONDITIONS

4.1 The Chargor agrees that the Standard Conditions shall be varied in so far as lawful and applicable by the Facility Letter and in accordance with the provisions of this Standard Security, under declaration that (a) in the event of there being any conflict between the Standard Conditions (as varied) and the Facility Letter, the terms of the Facility Letter shall prevail; and (b) in the event

Date: 7/9/22
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51 Moss Street, Paisley

of there being a conflict between the Standard Conditions and this Standard Security, the terms of this Standard Security will prevail .

4.2 For the avoidance of doubt references in the Standard Conditions to the debtor are references to the Chargor and references to the creditor are references to the Lender.

4.3 Declaring that the Standard Conditions shall be varied to the effect that:

4.3.1 it shall be an obligation on the Chargor not to (or agree to) sell, transfer, lease, convey or otherwise dispose of the Property or any part thereof or any interest therein under burden of this Standard Security during the continuance of this Standard Security other than in accordance with the provisions of the Facility Letter and any breach of this prohibition shall constitute an Enforcement Event;

4.3.2 it shall be an obligation the Chargor not to create any servitudes, wayleaves, third party rights or any burdens, title conditions, restrictions or others affecting the Property during the continuance of this Standard Security and any breach of this prohibition shall constitute an Enforcement Event; and

4.3.3 the insurance to be effected in terms of Standard Condition 5(a) will provide cover to the extent of the full reinstatement value of the Property and not its market value.

5. PERFECTION OF SECURITY

The Chargor shall, as soon as reasonably practicable following the execution of this Standard Security, deliver to the Lender (or undertake to deliver to the Lender immediately upon their request), and the Lender shall be entitled to hold and retain, all deeds, certificates and other documents of title relating to the Property.

6. FURTHER ASSURANCE

6.1 Necessary action

The Chargor shall at its own expense take all such action as is available to it (including making all filings and registrations) as the Lender may properly and reasonably consider expedient for the purpose of the creation, perfection, protection, confirmation or maintenance of any security created or intended to be created in favour of the Lender by or pursuant to this Standard Security.

6.2 Value of security

The Chargor shall not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended to be created by this Standard Security.

7. NEGATIVE PLEDGE

7.1 The Chargor will not without the consent (in writing) of the Lender create, or permit to subsist, any security on or over the Property other than security created pursuant to the Security Documents

7.2 The Chargor agrees that this Standard Security will rank in priority to any fixed security or other floating charge created by the Chargor after its execution of this Standard Security, except any fixed security in favour of the Lender.

7.3 Any breach of the terms of this clause 7 shall constitute an Enforcement Event.

Date: 7/9/22

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51 Moss Street, P...

8. ENFORCEMENT OF SECURITY

8.1 Enforcement

For the purposes of Standard Condition 9, the Chargor shall in addition be held to be in default and the security constituted by this Standard Security shall be immediately enforceable if an Enforcement Event occurs.

8.2 Transfer of Security

8.2.1 At any time after the security constituted by this Standard Security has become enforceable, or after any powers conferred by any security having priority to this Standard Security shall have become exercisable, the Lender may:

(a) redeem any prior security; and/or

(b) procure the transfer of any such security to itself; and/or

(c) settle and pass the accounts of the holder of the prior security; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

8.2.2 The Chargor shall pay to the Lender immediately on demand the costs and expenses incurred by the Lender in taking any action contemplated by this Clause 7, including the payment of any principal or interest.

8.3 Suspense account

If this Standard Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender may pay the proceeds of any recoveries effected by it into a suspense account.

8.4 No liability as heritable creditor in possession

Neither the Lender nor any of its nominees shall be liable to account as a heritable creditor in possession in respect of all or any part of the Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Property to which a heritable creditor or heritable creditor in possession might otherwise be liable.

9. PROTECTION OF PURCHASERS

No purchaser, heritable creditor or other person dealing with the Lender or its nominee(s) shall be bound to:

9.1 inquire whether the right of the Lender or such nominee(s) to exercise any of its powers has arisen or become exercisable; or

9.2 be concerned with any propriety or regularity on the part of the Lender or such nominee(s) in such dealings (including whether any of the Secured Obligations have become due or payable, or remain unpaid or undischarged).

10. POWER OF ATTORNEY

10.1 Appointment and powers

The Chargor irrevocably appoints the Lender severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

Date: 7/9/22
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10.1.1 carrying out any obligation imposed on the Chargor by this Standard Security (including the completion, execution and delivery of any deeds, charges, assignations or other security and any transfers of the Property); and

10.1.2 enabling the Lender to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on them by or pursuant to this Standard Security or by law (including the exercise of any right of an owner of the Property) and (without prejudice to the generality of the foregoing) to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may reasonably deem proper in or for the purpose of exercising any of such rights, powers, authorities and discretions.

10.2 Exercise of power of attorney

The Lender may only exercise the power of attorney granted pursuant to Clause 10.1 (*Appointment and powers*) following:

10.2.1 the occurrence of an Enforcement Event; or

10.2.2 the failure by the Chargor to comply with any further assurance or perfection of security obligations required by the terms of this Standard Security within five business days of such further assurance or perfection of security obligation arising.

10.3 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of their powers.

10.4 Lender's power to remedy breaches

If at any time the Chargor fails to perform any of their obligations under this Standard Security it shall be lawful for the Lender, but the Lender shall have no obligation, to take such action on behalf of the Chargor (including, without limitation, the payment of money) as may in the Lender's reasonable opinion be required to ensure that such obligations are performed. Any losses, costs, charges and expenses incurred by the Lender in taking such action shall be reimbursed by the Chargor on demand.

11. EFFECTIVENESS OF SECURITY

11.1 Continuing security

11.1.1 This Standard Security shall remain in full force and effect as a continuing security for the Secured Obligations unless and until the Secured Obligations have been irrevocably and unconditionally discharged in full and the Lender has no further obligation to make any advance available to the Chargor pursuant to any Finance Document.

11.1.2 No part of the security from time to time intended to be constituted by this Standard Security will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

11.2 Cumulative rights

This Standard Security and the Lender Rights shall be cumulative, in addition to and independent of every other security which the Lender may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Lender (whether in its capacity as trustee or otherwise) over the whole or any part of the Property shall merge into the security constituted by this Standard Security.

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51 Moss Street, P... PA1 1DR

11.3 Remedies and waivers

No failure on the part of the Lender to exercise, or any delay on its part in exercising, any Lender Right shall operate as a waiver of that Lender Right, nor shall any single or partial exercise of any Lender Right preclude any further or other exercise of that or any other Lender Right.

11.4 No liability

Neither the Lender or its nominee(s) shall be liable by reason of (a) taking any action permitted by this Standard Security or (b) any neglect or default in connection with the Property or (c) taking possession of or realising all or any part of the Property.

11.5 Partial invalidity

If, at any time, any provision of this Standard Security is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Standard Security nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Standard Security is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

11.6 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender or agent on its behalf to proceed against the Chargor or any other person or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Standard Security. This waiver applies irrespective of any law or any provision of this Standard Security to the contrary.

11.7 Chargor intent

The Chargor expressly confirms that it intends that this Standard Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

12. AVOIDANCE OF PAYMENTS

If the Lender considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under, and the security created by, this Standard Security shall continue and such amount shall not be considered to have been irrevocably paid.

13. SET-OFF

The Chargor authorises the Lender (but the Lender shall not be obliged to exercise such right) to, at any time, set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Lender to the Chargor. Any exercise by the Lender of its rights under this Clause shall not limit or affect any other rights or remedies available to it under this Standard Security or otherwise.

Date: 7/9/22
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14. SUBSEQUENT SECURITY INTERESTS

If the Lender (acting in its capacity as trustee or otherwise) at any time receives or is deemed to have received notice of any subsequent security affecting all or any part of the Property or any assignation or transfer of the Property which is prohibited by the terms of this Standard Security or the Facility Agreement, all payments made thereafter by or on behalf of the Chargor to the Lender (whether in its capacity as trustee or otherwise) shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Lender received such notice.

15. ASSIGNATION

The Lender may assign and transfer all or any of its rights and obligations under this Standard Security. The Lender shall be entitled to disclose such information concerning the Chargor and this Standard Security as the Lender considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

16. NOTICES

The provisions of Clause 17 (*Miscellaneous*) of the Facility Letter shall apply to this Standard Security.

17. DISCRETION AND DELEGATION

17.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Standard Security by the Lender may, subject to the terms and conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

17.2 Delegation

The Lender shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Standard Security (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Lender itself. The Lender shall not be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

18. GOVERNING LAW

This Standard Security and all matters including non-contractual obligations arising out of or in connection with it are governed by Scots law.

19. JURISDICTION OF SCOTTISH COURTS

19.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of, or connected with this Standard Security (including a dispute regarding the existence, validity or termination of this Standard Security or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Standard Security) (a "**Dispute**").

Date: 7/9/22
Certified a True C...
Solicitor...
51 Moss Street, Paisley PA1 1D...

19.2 The parties to this Standard Security agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

19.3 Notwithstanding Clause 19.1 above, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Lender may take concurrent proceedings in any number of jurisdictions.

20. CONFLICT

To the extent that the terms of this Standard Security conflict with the terms of the Facility Letter, the Facility Letter shall prevail.

21. WARRANDICE

The Chargor grants warrandice.

Date: 7/9/22
Certified a True Co
Solicitor.....
51 Moss Street, P

22. CONSENT TO REGISTRATION

The Chargor consents to the registration of this Standard Security for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding ~~[illegible]~~ 8 pages, ~~together with the Schedule [and the plan] annexed and executed as relative hereto~~ are subscribed as follows:-

Subscribed for an on behalf of	)	
Homes For Good Glasgow CIC	)	
acting by a director: Susan Deborah Aktemel	)	.....
	)	Susan Deborah Aktemel, Director
in the presence of:		
	)	
at Glasgow		
on 11 AUGUST 2022		
Name of witness: (in BLOCK CAPITALS)		GRAEME WILLIAM McGOWAN
Signature of witness:		.....
Address:		51 MOSS STREET
		PAISLEY

Date: 7/9/22
Certified a True Co[illegible]

Solicitor...
51 Moss St[illegible]