



Registration of a Charge

Company Name: **BIG PROPERTIES (SCOTLAND) LTD**

Company Number: **SC475610**



XCIPN43M

Received for filing in Electronic Format on the: **19/12/2023**

Details of Charge

Date of creation: **14/12/2023**

Charge code: **SC47 5610 0006**

Persons entitled: **ATOM BANK PLC**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS 85 DYKEHEAD STREET, GLASGOW, G33 4AQ BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA177331**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JC FRASER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 475610

Charge code: SC47 5610 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 14th December 2023 and created by BIG PROPERTIES (SCOTLAND) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2023 .

Given at Companies House, Edinburgh on 20th December 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

STANDARD SECURITY – Company

by

Big Properties (Scotland) Limited

in favour of

Atom Bank PLC

Subjects: 85 Dykehead Street, Glasgow,
G33 4AQ

Date:

STANDARD SECURITY
by

Name: Big Properties (Scotland) Limited
Company Number: SC475610
Registered Office: 6th Floor, Gordon Chambers, 90 Mitchell Street,
Glasgow, G1 3NQ

("the Chargor")

Registered Office:
Name: Atom Bank PLC
Company Number: 08632552
Registered Office: The Rivergreen Centre, Aykley Heads, Durham,
England, DH1 5TS

("the Lender")

over:

85 Dykehead Street, Glasgow, G33 4AQ

being the subjects more particularly described in Part 1 of the Schedule.

("the Property")

in respect of:

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.

("the Secured Liabilities")

Other defined terms used in this Standard Security are as set out in Clause 13.

1. Undertaking to Pay Secured Liabilities

The Chargor:

- 1.1 undertakes to pay and discharge the Secured Liabilities to the Lender or as the Lender may direct:
 - 1.1.1 on the due date for payment or performance of the Secured Liabilities concerned as provided by the terms of any agreement or document constituting the same; and
 - 1.1.2 in the absence of any express provision for payment and performance of the Secured Liabilities concerned on written demand by the Lender;
- 1.2 agrees that if it fails to pay any part of the Secured Liabilities when due then such amount will bear interest (after as well as before decree and payable on demand) at 4% per month calculated on a day to day basis from the due date until paid in full; and
- 1.3 agrees with the Lender that a certificate signed by or on behalf of the Lender as to the amount, calculation or nature of the Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Chargor.

2. Standard Security

The Chargor as security for the due and punctual payment and performance of the Secured Liabilities hereby grants to the Lender a standard security over the Property.

3. Incorporation of Terms and Conditions

- 3.1 The terms of this standard security are supplemented by the Terms and Conditions, which should be read as if they were set out in this standard security in full.
- 3.2 If there is an inconsistency between any of the provisions of this standard security and the Terms and Conditions, the provisions of this standard security shall prevail.
- 3.3 For the avoidance of doubt, in those parts of the Terms and Conditions which set out provisions regarding charged property, secured assets or enforcement of security, any reference to "you" includes a reference to the Chargor under this standard security.
- 3.4 This standard security is a security document as referred to in the Terms and Conditions.

4. Standard Conditions

The Standard Conditions and any lawful variation of the Standard Conditions operative for the time being will apply.

5. Variation to Standard Conditions

The Standard Conditions will be varied to the effect that:

5.1 Insurance

The Chargor will insure the Property (and unless otherwise agreed by the Lender, with the Lender as joint insured for its rights and interests) to the extent of the higher

of (i) the market value of the Property and (ii) the full reinstatement value of the Property or to any other extent approved by the Lender against the risk of fire or terrorist acts and such other risks or perils normally insured against or as the Lender may require with a reputable insurance company approved by the Lender. The Chargor will provide copies of all insurance documents on request to the Lender. The Chargor will not do and will not allow anything to be done which might prejudicially affect any insurance policy in respect of the Property. The Chargor will ensure that any act of default by another named party will not invalidate the policy against the Lender and will confirm that the insurer will give the Lender 30 days' notice in writing before cancelling the policy. In the event that the Chargor fails to insure the Property, the Lender is entitled but not bound to effect such insurance and to recover the costs from the Chargor. The Chargor will duly and promptly pay all premiums and other moneys required for effecting and keeping up such insurance and on demand procure the delivery to the Lender of the policy or policies of such insurances and the receipt for each such payment made thereunder;

5.2 Insurance Proceeds

Subject to the terms of any lease affecting the Property, all sums paid under any such insurance policy in compliance with Clause 5.1 must be paid to the Lender, and at the option of the Lender will be used either to repay the Secured Liabilities or to repair, reinstate or replace the loss or damage in respect of which the insurance proceeds are paid;

5.3 Use

The Chargor will not alter the use of the Property, without the written consent of the Lender;

5.4 Occupation and Letting of the Property

5.4.1 The Chargor will not part with occupation of the Property or any part or grant any lease, licence, servitude, wayleave, overriding interest, real burden, water or drainage rights or other continuing rights upon or affecting the Property or any part, without the written consent of the Lender;

5.4.2 The Chargor will not grant or accept the surrender of, vary, terminate, renew or extend any lease of all or part of the Property without the written consent of the Lender;

5.5 Environmental

5.5.1 The Chargor will not do or omit to do anything, or permit anything to be done or omitted, on, at, under, over, from or to the Property or any part of it which could lead to the Chargor incurring any costs or liabilities or committing any offence under any environmental law;

5.5.2 The Chargor shall indemnify the Lender and its officers, employees and agents against all costs, liabilities and expenses which may be suffered or incurred by it arising out of or in connection with any such act, omission, or permission, any actual or threatened breach of environmental law or the presence of any hazardous substances on, at, under, over, or migrating to or from the Property;

5.5.3 The Chargor will ensure that it complies in all material respects with the terms of all environmental laws and will notify the Lender immediately upon becoming aware of any environmental issues which may have a prejudicial effect on the value of the Property and immediately following receipt of any notices or upon becoming aware of any actual or threatened claims in

connection with any environmental matters directly or indirectly associated with the Property;

5.6 Planning Permissions

The Chargor will not make either directly or indirectly any application for planning permission of any kind in relation to the Property or any part of the Property without the written consent of the Lender;

5.7 Negative Pledge and Further Assurance

5.7.1 The Chargor undertakes to the Lender that it will not, except for a Permitted Encumbrance, create or allow to subsist any Encumbrance. In the event that the Chargor creates any Encumbrance in breach of this prohibition, this Standard Security shall rank in priority to that Encumbrance;

5.7.2 The Chargor will, if and when required by the Lender, grant, sign and deliver all additional deeds and documents of any kind in a form acceptable to the Lender necessary in order to perfect or enhance the Lender's security under this Standard Security or to enable the Lender to enforce or exercise any of the powers available under this Standard Security;

5.8 Transfer

The Chargor will not transfer the Property or any part of it;

5.9 Compulsory Purchase Order

If the Property or any part is compulsorily purchased or requisitioned or is the subject of a notice to treat for the purposes of compulsory acquisition all claims and rights of the Chargor to compensation by reason of such acquisition will be held to be assigned to the Lender, with full power to the Lender to negotiate, agree and adjust the amount of any such compensation;

5.10 Summary Ejection

The Lender may, at any time after it has become entitled to enter into possession of the Property, serve notice upon the Chargor requiring it to vacate the Property within a period of seven days and the Chargor will upon the expiry of that period vacate the Property so far as occupied by it or others for whom it is responsible, and the Chargor agrees that a warrant of summary ejection may competently proceed against it in the Sheriff Court of the District in which the Property is situated at the request of the Lender;

5.11 Continuing Security

The security constituted by this Standard Security shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities;

5.12 Assignment

The Lender may assign this Standard Security;

5.13 Moveable Items

5.13.1 In the event that the Lender exercises any of the remedies available to it under the Act and the Chargor fails to remove from the Property any Moveable Property, after being called upon by the Lender by notice in writing

to remove the same within a specified period, the Lender will be entitled and is irrevocably authorised as agent of the Chargor to remove, sell, store or otherwise deal with or dispose of the Moveable Property in such manner and upon such terms as the Lender may in its sole discretion think fit, subject only to an obligation to account to the Chargor for any price received by the Lender for any of the same;

- 5.13.2 The Lender will not be liable for any loss or damage suffered by or caused to the Chargor by the exercise of these rights available to the Lender and the Chargor will be bound to indemnify the Lender against all expenses incurred by it in connection with or incidental to the removal, sale, storage or other dealing with or disposal of the Moveable Property and against all claims by or liability to any third party asserting ownership of any item.

6. Lender's Right to Set Off and Debit Accounts

The Chargor agrees that:

- 6.1 any monies from time to time standing to its credit on any account with the Lender or with any other member of the Lender's Group may be retained as cover for and at any time, without notice to the Chargor, applied by the Lender in or towards payment or satisfaction of the Secured Liabilities or to the credit of any other account nominated by the Lender as security for any contingent or future liability of the Chargor to the Lender;
- 6.2 the Lender may debit any account of the Chargor with the Lender with the whole or any part of any amount due by the Chargor under this Standard Security whether any such account shall be overdrawn or may become overdrawn by reason of any such debit;
- 6.3 if the Lender exercises any right of set-off in respect of any liability of the Chargor and that liability or any part of it is in a different currency from any credit balance against which the Lender seeks to set it off, the Lender may use the currency of the credit balance to purchase an amount in the currency of the liability at the prevailing spot selling rate of exchange for the Lender as conclusively determined by the Lender and to pay out of the credit balance all costs, charges and expenses incurred by the Lender in connection with that purchase; and
- 6.4 the Lender shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Lender.

7. Notice of Subsequent Encumbrances

If the Lender receives or is deemed to have received notice of any subsequent Encumbrance or other interest affecting the Property or any part and/or proceeds of sale or realisation of the Property the Lender may open a new account or accounts for the Chargor in its books and if the Lender does not do so then, unless the Lender gives express written notice to the contrary to the Chargor, as from the time of receipt or deemed receipt of such notice by the Lender all payments made by the Chargor to the Lender shall notwithstanding any appropriation by the Chargor to the contrary be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

8. Suspense Accounts

All monies received by the Lender under this Standard Security may at the discretion of the Lender be credited to a suspense account and may be held in such account for so long as the Lender shall think fit without any obligation to apply all or any part of such monies in or towards payment or performance of the Secured Liabilities.

9. Costs and Expenses

- 9.1 The Chargor shall pay, on a full indemnity basis, all costs, charges, expenses and liabilities incurred by the Lender (including without limitation all amounts determined by the Lender to be necessary to compensate it for internal management or administration costs, charges and expenses) or to be incurred by the Lender or any attorney, manager, agent or other person appointed by the Lender in connection with the preparation, negotiation, completion, execution, registration, perfection, modification, amendment, issue of waivers and consents under, enforcement and or attempted enforcement, preservation of rights under, exercise or purported exercise of rights under or decision as to whether to exercise rights under, assignation, release or discharge of this Standard Security or actions, proceedings or claims in respect of this Standard Security or the Property which costs, charges and expenses shall form part of the Secured Liabilities.
- 9.2 All amounts payable under Clause 9.1 shall bear interest at 6% per month from the date the same are incurred, computed and compounded monthly.

10. Communications

Each notice, consent and other communication in respect of this Standard Security:

- 10.1 will be in writing (which includes by fax);
- 10.2 will be sent to the address or fax number most recently designated for this purpose by the recipient;
- 10.3 given to the Chargor will be effective when left at, or two Business Days after it is posted to, the relevant address or, in the case of a fax, on receipt by the Lender of a fax confirmation sheet; and
- 10.4 given to the Lender will be effective only on actual receipt by the Business Lending Services Department of the Lender or such other department as may be notified to the Chargor from time to time.

11. Warrandice

The Chargor grants warrandice subject to to the leases of the Property (if any) detailed in Part 2 of the Schedule.

12. Registration

The Chargor consents to the registration for preservation and execution of this Standard Security and any certificate referred to in Clause 1.3 in the Books of Council and Session.

13. Interpretation

- 13.1 In this Standard Security:

"Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended from time to time) and any lawful variation operative for the time being;

"Lender's Group" means the Lender, any subsidiary of it, any holding company of it and any subsidiary of its holding company;

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security;

"Moveable Property" means any furniture, equipment, motor vehicles, goods, stock, or any other moveable property, whether of a personal or business nature;

"Permitted Encumbrances" means:

- (a) a fixed security in favour of the Lender;
- (b) any Encumbrance arising by operation of law and in the ordinary and usual course of trading of the Chargor; and
- (c) an Encumbrance consented to in writing by the Lender;

"Schedule" means the Schedule in three parts annexed and signed as relative hereto

"Standard Conditions" means the standard conditions specified in Schedule 3 of the Act;

"Terms and Conditions" means the Lender's standard Business Banking Secured Loan Terms and Conditions as amended from time to time by notification to the Chargor.

- 13.2 without prejudice to any requirement to procure consent to the same "Chargor" and "Lender" include their successors, assignees and transferees;
- 13.3 without prejudice to any requirement to procure consent to the same, any reference to any document of any kind is to that document as amended, varied, supplemented, novated, restated or substituted from time to time;
- 13.4 if there is any conflict between this Standard Security and the Standard Conditions, the terms of this Standard Security shall prevail, so far as permitted by law.

14. **Governing Law**

This Standard Security shall be interpreted according to the Law of Scotland and subject to the exclusive jurisdiction of the Scottish Courts: IN WITNESS WHEREOF these presents together with the Schedule are executed as follows:

Subscribed for and on behalf of Big Properties
(Scotland) Limited

by

()

~~*Authorised Signatory/Director/Company Secretary~~

ALAN ADIE

Full Name of Signatory (Please Print)

()

ANGELA ADIE

~~*Authorised Signatory/Director/Company Secretary~~

Full Name of Signatory (Please Print)

at GLASGOW

on 29/11/2023

before

Witness (Signature)

Witness Name (Please Print)

Witness Address

*Please delete as applicable

Please sign the Schedule where indicated.

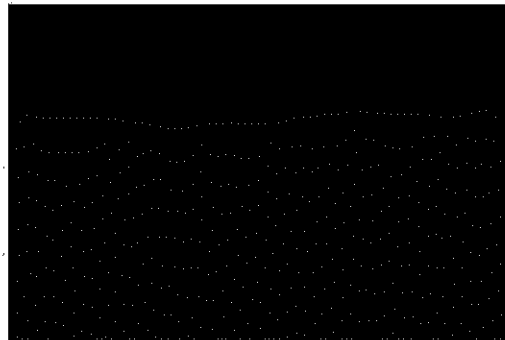
This is the Schedule referred to in the foregoing Standard Security by Big Properties (Scotland) Limited in favour of Atom Bank PLC

ALL and WHOLE the subjects known as 85 Dykehead Street, Glasgow, G33 4AQ being the subjects registered in the Land Register of Scotland under Title Number **GLA177331**;

Part 2

Leases

Lease between Big Properties (Scotland) Limited in favour of The Business Incentives Group Limited dated 29th November, 2023 and about to be registered in the Books of Council and Session.



____Director
