

MR01 103497/613

Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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
an instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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.**

SATURDAY



SCT *S4Z8DQYH*
23/01/2016 #568
COMPANIES HOUSE

1 Company details

Company number S C 5 1 3 1 5 8
Company name in full CENTRAL ALBA PROPERTY 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 1 9 0 1 2 0 1 6

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 FOOD LIMITED

Name

Name

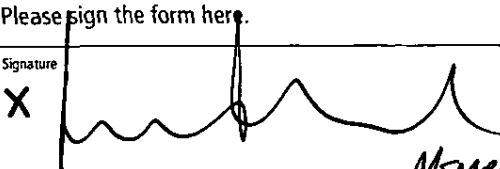
Name

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.

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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 Subjects known as those premises on the east side of Main Street, Bridge of Earn, Perth, PH2 9PL being the whole subjects registered in the Land Register of Scotland under Title Number PTH8236	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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature  MEMBER, BRODIES LLP 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 Lisa Gibson

Company name Brodies LLP

Address 110 Queen Street

Post town Glasgow

County/Region

Postcode G 1 3 B X

Country Scotland

DX GW 11

Telephone 0131 656 0057



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 513158

Charge code: SC51 3158 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 19th January 2016 and created by CENTRAL ALBA PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2016.

Given at Companies House, Edinburgh on 29th January 2016



Companies House



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

STANDARD SECURITY

by

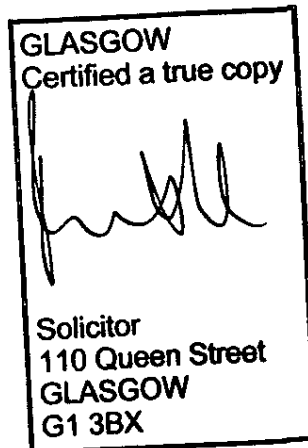
CENTRAL ALBA PROPERTY LTD

in favour of

CO-OPERATIVE GROUP FOOD LIMITED

Property: Ground floor shop premises, Main Street, Bridge of Earn

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
DX ED 10
Ref: LGG.CJM.C0064.1230
FAS 0468
2015



We, **CENTRAL ALBA PROPERTY LTD**, a company registered under the Companies Acts (company number SC513158) and having their registered office at 40 Hamilton Place, Perth, PH1 1BD (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 FOOD LIMITED**, a society registered under the Co-operative and Community Benefit Societies Act 2014 (registered number 26715R) 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 on or around the date hereof (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 ALL and WHOLE those subjects known as and forming the premises on the east side of Main Street, Bridge of Earn, Perth, PH2 9PL being the whole subjects registered in the Land Register of Scotland under Title Number PTH8236 (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:-

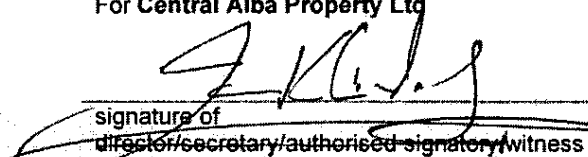
1 the Granter shall:-

- 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 except in accordance with the Agreement or otherwise agreed by the Security Holders at their absolute discretion
- 1.3 not be entitled to redeem this Standard Security until the Secured Obligations have been satisfied, and implemented in full; or otherwise in accordance with the Agreement.

- 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 Central Alba Property Ltd


signature of
director/secretary/authorised signatory/witness

IAN KERR LINDSAY
full name of above (print)

MARKET CHAMBERS
CALEDONIAN ROAD

PERTH, PH1 5NJ
address of witness

 X
signature of
director/secretary/authorised signatory

JAVED LAL
full name of above (print)

24 NOVEMBER 2015
date of signing

PERTH
place of signing

For Co-operative Group Food Limited

MacLeod

signature of
director/secretary/authorised signatory/witness

CAMERON MACLEOD
full name of above (print)

1 ANGEL SQUARE
MANCHESTER

M60 0AG
address of witness

[Signature]

signature of
director/secretary/authorised signatory

CJ Sellers
full name of above (print) *Authorised Sealing Officer*
CCFL2814

08/12/2015
date of signing

place of Angel Square
Manchester
M60 0AG