

MR01

Particulars of a charge

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.

THURSDAY



SCT *S3BDD6D5*
03/07/2014 #216
COMPANIES HOUSE

1 Company details

Company number 0 5 7 8 8 4 2 1

Company name in full LONDON & REGIONAL (HC PROPERTIES) LIMITED
(the "Chargor")

For official use

→ **Filing 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 03 07 2014

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 CBRE LOAN SERVICING 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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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

ALL and WHOLE the leasehold subjects on the west side of Western Harbour Drive, Edinburgh registered in the Land Register of Scotland under title number MID107178 together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive efferring thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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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

FOR AND ON BEHALF OF BURNES PAULL LLP

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name CHARLES ROGERS (MAG/3001/2)

Company name BURNES PAULL LLP

Address 50 LOTHIAN ROAD

FESTIVAL SQUARE

Post town EDINBURGH

County/Region

Postcode E H 3 9 W J

Country

DX ED73 EDINBURGH

Telephone 0131 473 6000



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: 5788421

Charge code: 0578 8421 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2014 and created by LONDON & REGIONAL (HC PROPERTIES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2014.

DX

Given at Companies House, Cardiff on 11th July 2014




Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

 Burness Paul

Certified a true copy
Edinburgh 01/07/2014

for and on behalf of Burness Paul LLP

LONDON & REGIONAL (HC PROPERTIES) LIMITED

as Chargor

and

CBRE LOAN SERVICING LIMITED

as Security Trustee for the Finance Parties

STANDARD SECURITY

in respect of the leasehold subjects
on the west side of Western Harbour Drive, Edinburgh

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INSTRUMENT

by

- (1) **LONDON & REGIONAL (HC PROPERTIES) LIMITED**, a company incorporated under the Companies Acts with registered number 05788421 and having its registered office at Quadrant House Floor 6, 4 Thomas More Square, London E1W 1YW (the "Chargor")

in favour of

- (2) **CBRE LOAN SERVICING LIMITED**, a company incorporated under the Companies Acts with registered number 05469838 and having its registered office at St. Martin's Court, 10 Paternoster Row, London EC4M 7HP as Security Trustee for and on behalf of the Finance Parties as defined in the Facility Agreement referred to below (the "Security Trustee")

CONSIDERING THAT:-

- (i) the Finance Parties have agreed to make a loan facility available under the Facility Agreement (as defined below),
- (ii) one of the conditions precedent to the availability of the facility referred to in paragraph (i) above is that the Chargor grants to the Security Trustee this standard security.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS -

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:-

"Event of Default" has the meaning given to it in the Facility Agreement;

"Facility Agreement" means the facility agreement dated 12 June 2014 and made between (amongst others) the Borrowers and Original Lenders named in it, M&G Investment Management Limited as Arranger, CBRE Loan Servicing Limited as Agent and Security Trustee and London & Regional (Health Clubs) Limited any agreement, letter or other instrument entered into under or supplemental to it or amending, restating or novating it;

"Finance Document" has the meaning given to it in the Facility Agreement;

"Finance Parties" has the meaning given to it in the Facility Agreement;

"Obligor" has the meaning given to it in the Facility Agreement,

"Secured Liabilities" means all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from any Obligor to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety except for any obligation or liability which, if it were so included, would cause that obligation or liability or any Security Interest granted in respect of that obligation or liability to be unlawful or prohibited by any applicable law;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Interest" means all or any of the Security created or expressed to be created in favour of the Security Trustee by or pursuant to this Instrument,

"Security Subjects" means ALL and WHOLE the leasehold subjects on the west side of Western Harbour Drive, Edinburgh registered in the Land Register of Scotland under title number MID107178 together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive effecting thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto, and

"Winding-up" means winding up, amalgamation, reconstruction, administration, dissolution, liquidation, merger or consolidation or any analogous procedure or step in any jurisdiction.

1.2 Construction

- 1.2.1** Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Instrument, the same meaning in this Instrument.
- 1.2.2** The provisions of Clause 1.2 (Construction) of the Facility Agreement apply to this Instrument as though they were set out in full in this Instrument except that references to the Facility Agreement are to be construed as references to this Instrument.
- 1.2.3** A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments and any other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.

2 BOND

The Chargor undertakes to the Security Trustee (as trustee for the Finance Parties) that it shall pay all the Secured Liabilities when due in accordance with their terms or, if they do not specify a time for payment, immediately on demand by the Security Trustee

3 CHARGE

The Chargor hereby as security for the payment of all the Secured Liabilities grants a standard security in favour of the Security Trustee (as trustee for the Finance Parties) over the Security Subjects

4 STANDARD CONDITIONS

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 Chargor agrees that the Standard Conditions shall be varied to the effect that:-

- 4.1 the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except as permitted by the Facility Agreement;
- 4.2 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 their open market value, and
- 4.3 wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Facility Agreement.

5 ENFORCEMENT

Upon the occurrence of an Event of Default which is continuing and the Security Trustee giving notice to the Chargor that this Standard Security is enforceable, the Chargor shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions.

6 NOTICE OF SUBSEQUENT CHARGE

6.1 At any time after.

6.1.1 the receipt by any Finance Party of notice (either actual or otherwise) of any subsequent Security affecting the Security Subjects of the Chargor, or

6.1.2 the presentation of a petition or the passing of a resolution in relation to the Winding-up of the Chargor,

any Finance Party may open a new account in the name of the Chargor with that Finance Party (whether or not it permits any existing account to continue). If that Finance Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Finance Document to which the Chargor is party.

7 APPLICATION OF ENFORCEMENT PROCEEDS

7.1 All amounts received or recovered by the Security Trustee or any Receiver in exercise of their rights under this Instrument shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 7.2 below

7.2 The order of distributions referred to in Clause 7.1 is:

7.2.1 in or towards the payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver and the exercise of any of his rights, including his remuneration and all outgoings paid by him;

7.2.2 in or towards the payment of the Secured Liabilities in accordance with Clause 29.7 (Application of Receipts) of the Facility Agreement; and

7.2.3 in payment of any surplus to the Chargor or other person entitled to it.

7.3 Until all the Secured Liabilities have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, each Finance Party (or any trustee or agent on its behalf) may:

7.3.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and

7.3.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Instrument

8 EXPENSES AND INDEMNITY

The Chargor shall, within three Business Days of demand, pay to the Security Trustee the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by any Finance Party, any Receiver or any delegate of the Security Trustee in relation to any Finance Document (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Instrument, or any consideration by the Security Trustee as to whether to realise or enforce the same, and/or the costs and expenses incurred in connection with any amendment, waiver, consent or release of any Finance Document and/or any other document referred to in this Instrument).

9 DISCHARGE OF SECURITY

9.1 Subject to Clause 9.2, if the Security Trustee is satisfied that all the Secured Liabilities have been irrevocably paid in full and that all facilities which might give rise to Secured Liabilities have terminated, the Security Trustee shall at the request and cost of the Chargor release, reassign or discharge (as appropriate) the Security Subjects from the Security Interest and return all deeds and documents of title held by the Security Trustee in relation to this Instrument and execute and deliver such further deeds, assignments, notices or other documents as the Chargor may reasonably require to give effect to this Clause

9.2 If the Security Trustee considers that an amount paid to it or any Finance Party under any Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Instrument.

10 NOTICES

All notices, requests, demands and other communications to be given under this Instrument shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement and the terms of Clause 31 (Notices) of the Facility Agreement shall apply *mutatis mutandis* to this Instrument as though that Clause were set out in full in this Instrument.

11 GOVERNING LAW AND JURISDICTION

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Trustee, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Security Trustee to proceed against the Chargor in any other appropriate jurisdiction

12 **WARRANTICE AND CONSENT TO REGISTRATION**

12.1 The Chargor hereby grants warrantice.

12.2 A certificate signed by any official, manager or equivalent account officer of the Security Trustee shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation IN WITNESS WHEREOF these presents consisting of this and the preceding 5 pages are executed as follows:-

THE CHARGOR


SUBSCRIBED for and on behalf of
the said **LONDON & REGIONAL
(HC PROPERTIES) LIMITED**

at LONDON

on 27.6.14

by RICHARD LUCK

Print Full Name

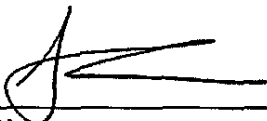


Director

before this witness

FARHAN NATHWANI

Print Full Name



Witness

Address

REED SMITH LLP
BROADGATE TOWER
20 FLEMING STREET
FLA 2RS

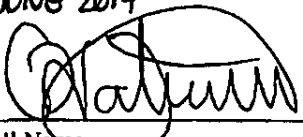
THE SECURITY TRUSTEE

SUBSCRIBED for and on behalf of
the said **CBRE LOAN SERVICING
LIMITED**

at **LONDON**

on **20 JUNE 2014**

by



Print Full Name

**GERARD NATION
SENIOR DIRECTOR**

Director

before this witness

**PIOTR TOKARSKI
DIRECTOR**



Witness

Print Full Name

Address

CBRE Loan Servicing

Henrietta House

Henrietta Place

London

W1G 0NB