

MR01

Particulars of a charge

507694/E26

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 the
instrument Use form MR08

For further information, please
refer to our guidance at

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



SCT 26/07/2013 #1
COMPANIES HOUSE



You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 5 7 8 8 6 4 6

Company name in full TRONGATE (GLA) LIMITED ("the Company")

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 2 4 0 7 2 0 1 3

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 NATIONWIDE BUILDING SOCIETY ("Nationwide")

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	Description	<p>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</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>
Description	<p>The right, title, benefit & interest (whether present or future) of the Company in & to all rent due & to become due to the Company in terms of the undernoted leases including such increase in rent as may become payable from time to time on such rent but excluding any Value Added Tax on such sums</p> <p><u>Undernote referred to -</u></p> <ul style="list-style-type: none"> - Lease between Kilmartin Investments Limited and Instant Cash Loans Limited dated 15 and 19 May 2006 and registered in the Books of Council and Session on 22 June 2006 - Lease between Trongate (GLA) Limited and Shoe Zone Limited dated 25 May 2006 and 30 December 208 and registered in the Books of Council and Session on 21 January 2009 - Lease between Kilmartin Investments Limited and John David Group plc dated 6 and 28 March 2006 and registered in the Books of Council and Session on 11 April 2006 - Lease between Freehold Properties (Glasgow) Limited and South of Scotland Electricity Board dated 12 October and 14 November 1981 and recorded in the Division of the General Register of Sasines applicable to the County of the Barony and Regality of Glasgow on 15 February 1982 		
5	Fixed charge or fixed security	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	

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Particulars of a charge

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

☐

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 DWF 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 GREGOR DUTHIE

Company name DWF BIGGART BAILLIE

Address DALMORE HOUSE

310 ST VINCENT STREET

Post town GLASGOW

County/Region

Postcode

G

2

5

Q

R

Country SCOTLAND

DX

GW 9

Telephone

0141 228 8000



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5788646


Charge code: 0578 8646 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2013 and created by TRONGATE (GLA) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2013.

Given at Companies House, Cardiff on 6th August 2013



Certified a True Copy
save for the redactions
made to pages 12 and 15.


24 July 2013.

DATED _____

Nationwide Building Society

ASSIGNATION OF RENTS

Assignor: TRONGATE (GLA) LIMITED

IMPORTANT – PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS ASSIGNATION

This Assignment of Rents (the “Assignment”) is an important legal document. Nationwide strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

- Nationwide will hold this Assignment as security for all amounts and liabilities owed to Nationwide. This includes all present and future loans or facilities Nationwide has granted or may in the future grant to you.
- Your liabilities under this Assignment will include any liabilities owed under any guarantees which you have given or may give to Nationwide in the future.
- This Assignment is separate from and not limited by any other security or guarantee which you may have already given or may give to Nationwide in the future.
- This Assignment contains other terms which affect you.

This Assignment is an important legal document. Nationwide recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

ASSIGNATION BY TRONGATE (GLA) LIMITED the Assignor in favour of NATIONWIDE BUILDING SOCIETY whose chief office is at Nationwide House, Pipers Way, Swindon SN38 1NW ("Nationwide")

1 Meaning of certain words

1.1 Definitions

In this Assignment, unless the context otherwise requires

Assignor	means the legal party whose details appear in Part A of the Schedule,
Default Rate	means the default interest rate specified in the Facility Letter and if there is more than one Facility Letter and more than one default rate the different default rates shall be applied to such parts of the Indebtedness as Nationwide shall in its absolute discretion deem appropriate,
Disposal	means a sale, transfer, assignment, declaration of trust or other disposal (including by way of lease, tenancy or loan) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time and " dispose " shall be construed accordingly,
Enforcement Date	means the date on which Nationwide demands the payment or discharge of all of or any of the Indebtedness or, if earlier, any date on, or after, the occurrence of an Event of Default,
Event of Default	has the meaning given to it in the Facility Letter,
Facility Letter	means at any time the facility letter issued by Nationwide and accepted by the Assignor in respect of facilities made available by Nationwide to the Assignor and if there is more than one of them, as the context requires, means each and/or all such facility letters,
Indebtedness	means all moneys, obligations and liabilities to be paid by the Assignor referred to in clause 2,
Leases	means each lease of the Property detailed in Part C of the Schedule as the same may be varied from time to time,
Permitted Charge	means any Security Right over the Rents which has been granted or permitted to subsist with the prior written consent of Nationwide,
Property	means the property described in Part B of the Schedule,

Rents	means all the right, title, benefit and interest (whether present or future) of the Assignor in and to all rent and other sums of money due and to become due to the Assignor in terms of the Leases including, without limitation, service charge and insurance payments, such increase in rent as may become payable following a review of rent, and all interest as may be payable from time to time on such rent but excluding any Value Added Tax on such sums,
Schedule	means the Schedule of three Parts annexed and executed as relative hereto;
Security Right	means any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothec, standard security, assignation by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind,
Status Change	means <ul style="list-style-type: none"> • an amalgamation of Nationwide with one or more other building societies pursuant to section 93 of the Building Societies Act 1986, or • a transfer of all or substantially all its engagements (including all the obligations of Nationwide under this Assignment) to another building society pursuant to section 94 of the Building Societies Act 1986, or • a transfer of the whole of Nationwide's business to a company pursuant to section 97 of the Building Societies Act 1986, or • an alteration in the status of Nationwide by virtue of any statute or statutory provisions which alters, or permits the alteration of the status of building societies generally or building societies which meet specified criteria to that of an institution authorised under the Financial Services and Markets Act 2000 or to a body which is regulated on a similar basis to an institution authorised under the Financial Services and Markets Act 2000, <p>and "Successor" means the resulting building society, company, institution or body,</p>
Subsidiary	shall have the meaning given to it by section 736 of the Companies Act 1985,
Transfer	has the meaning set out in clause 11 5(b),
Transferee	has the meaning set out in clause 11 5(b)

2 Indebtedness secured on the Rents

2.1 *Indebtedness*

The Assignor hereby undertakes to Nationwide that it will pay to Nationwide all moneys and discharge all obligations and liabilities now or in the future due, owing or incurred by it to Nationwide when the same become due for payment or discharge whether by acceleration or otherwise. The moneys, obligations or liabilities which are due, owing or incurred to Nationwide may be

- express or implied,
- present, future or contingent,
- joint or several,
- incurred as principal or under a guarantee or indemnity to Nationwide,
- originally owing to Nationwide or purchased or otherwise acquired by it,
- denominated in Sterling or in any other currency, or
- incurred on any banking or other account or in any other manner whatsoever

2.2 *Other liabilities*

The liabilities referred to in clause 2.1 shall, without limitation, include

- (a) all liabilities arising under this Assignment including without limitation under clause 8,
- (b) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates, and
- (c) interest (both before and after judgement or decree) to date of payment at such rates and upon such terms specified in the Facility Letter, commission, fees and other charges (including interest rate breakage costs) and all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of Nationwide) on a full and unqualified indemnity basis which may be incurred by Nationwide in relation to any of the Indebtedness or any guarantee in respect of any part of the Indebtedness or otherwise in respect of the Assignor or any guarantor of any part of the Indebtedness

3 Assignment of Rents

3.1 *Assignment*

The Assignor as a continuing security for the payment and discharge of the Indebtedness hereby assigns to Nationwide the Rents

3 2 *Assignment provisions*

In respect of the Rents

- (a) they are assigned absolutely but subject to re-assignment upon the Indebtedness being paid or discharged in full and there being no future or contingent Indebtedness which may arise, whereupon Nationwide shall, at the request and cost of the Assignor, re-assign the Rents to the Assignor,
- (b) Nationwide may (but shall not be obliged to), and the Assignor shall promptly on request by Nationwide, give to any relevant third parties such notices of assignment as Nationwide shall from time to time require,
- (c) Nationwide shall, notwithstanding the assignment, have no responsibility for the performance of the obligations of the Assignor under any Lease, agreement or contract and the Assignor shall continue to observe and perform such obligations and shall indemnify Nationwide against any liability for performance or breach of them, and
- (d) Nationwide shall, notwithstanding the assignment, have no responsibility to take any steps to recover the Rents and shall not be under any liability for reason of it either having abstained from taking any such steps or having taken any such steps

3 3 *Credit balances*

The Assignor irrevocably and unconditionally agrees that if there shall from time to time be any credit balance on any of its accounts with Nationwide, Nationwide shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by the Assignor whether in whole or in part if at that time there is outstanding any of the Indebtedness which is due for payment

3 4 *Further advances*

This Assignment secures further advances

4 **Obligations in respect of the Rents**

4 1 *Undertakings*

The Assignor undertakes to Nationwide that it will

- (a) *Not dispose* not assign or purport to assign or dispose of the Rents in whole or in part or grant, create or permit to subsist any Security Right (whether ranking in priority to, *pari passu* with or subordinate to the security hereby created) on or against the Rents or any part thereof without the express prior written consent of Nationwide
- (b) *No indulgence* not release payment or grant time or indulgence in relation to the Rents or suffer to arise any set-off or other adverse rights against the Rents or do or omit to do anything which may delay or prejudice the right of Nationwide to receive payment of the Rents

4 2 *Value Added Tax*

Whilst it is acknowledged that any Value Added tax payable on the Rents is not assigned to Nationwide, the Assignor hereby undertakes to Nationwide that during the continuance of this security the Assignor will direct that any such Value Added Tax be paid to Nationwide together with the Rents and Nationwide shall forward such Value Added tax within 21 days of receipt to the Assignor. It shall be the absolute responsibility of the Assignor to issue a receipt for such Value Added Tax to the person who made such payment to Nationwide.

5 *Certain Powers of Nationwide*

5 1 *Redemption of Permitted Charges*

At any time on or after the Enforcement Date, or if the holders of any Permitted Charges shall take any step to enforce them or demand the money thereby secured, Nationwide may pay off all or any of the Permitted Charges and take a transfer of the benefit of them or redeem the same, and the money so expended by Nationwide and all costs of and incidental to the transaction incurred by Nationwide shall be repayable by the Assignor to Nationwide on demand, shall constitute part of the Indebtedness and shall bear interest at the Default Rate from the date of payment by Nationwide.

5 2 *Subsequent Security Rights*

If Nationwide receives or has notice (actual or constructive) of any Security Right affecting the Rents or any part of it or if the continuing nature of this Assignment is determined for any reason, Nationwide may open a new account for the Assignor. If it does not do so then, unless Nationwide gives express written notice to the contrary to the Assignor for the purposes of this Assignment, Nationwide shall nevertheless be treated as if it had opened a new account at the time when it received or had such notice and as from that time all payments made by or on behalf of the Assignor to Nationwide shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Assignor to Nationwide at the time when it received such notice.

5 3 *Settlement of accounts*

Nationwide may settle and pay the accounts of any person in whom any Security Right may from time to time be vested and any accounts so settled and paid shall as between Nationwide and the Assignor be deemed to be properly settled and paid and shall be binding on the Assignor accordingly. The money so expended by Nationwide shall be repayable by the Assignor to Nationwide on demand, shall constitute part of the Indebtedness and shall bear interest at the Default Rate from the date of payment by Nationwide.

5 4 *Power to remedy*

If the Assignor at any time defaults in complying with any of its obligations contained in this Assignment, Nationwide shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Assignor hereby irrevocably authorises Nationwide and its employees and agents by way of security to do all such things (including, without limitation, entering the Assignor's property) necessary or desirable in connection therewith. Any moneys so expended by Nationwide shall be repayable by the Assignor to Nationwide on demand together with interest at the Default Rate from the date of payment by Nationwide until such repayment, both before and after judgement or decree. No exercise by

Nationwide of its powers under this clause 5 4 shall make it liable to account as a heritable creditor in possession

6 Set-off

6 1 *Set-off*

Nationwide shall, with the irrevocable authority of the Assignor and, in addition to and without prejudice to any rights Nationwide may have whether

(a) arising by operation of law or otherwise in consequence of the relationship between the parties to this Assignment, or

(b) by way of rights of general lien or set-off or otherwise exist,

be entitled without notice at any time and from time to time to set-off or transfer any sum or sums standing to the credit of any account of the Assignor with Nationwide at any of its branches, of whatever nature and in whatever currency denominated, in or towards satisfaction of any sums due and payable from the Assignor to Nationwide under this Assignment

6 2 *Additional rights*

If the liability in respect of which Nationwide is exercising its rights of set-off is contingent, or not yet payable, it shall automatically be accelerated, and shall accordingly be due and payable, before and as at the time of such set-off. If the sums standing to the credit of any account of the Assignor with Nationwide at any of its branches against which set-off is to be made are not due or matured or otherwise payable, they shall notwithstanding anything to the contrary contained in this Assignment be deemed already to be so for the purposes of the set-off contemplated in clause 6 1 provided that Nationwide shall not be obliged to exercise any right given to it by clause 6 1

6 3 *Waiver*

The Assignor hereby waives any right of set-off it may have from time to time in respect of the Indebtedness

7 Suspense account

7 1 *Suspense account*

Any moneys received, recovered or realised under the powers conferred under this Assignment may, at the discretion of Nationwide, be placed in a suspense account and kept there for so long as Nationwide thinks fit pending application from time to time (as Nationwide shall be entitled to do as it may think fit) of such moneys in or towards discharge of the Indebtedness

8 Indemnities and costs and expenses

8 1 *Enforcement costs*

The Assignor hereby undertakes with Nationwide to pay on demand all costs, charges and expenses (including without limitation all legal, other professional costs and expenses and administrative costs) incurred by Nationwide in or incidental to the enforcement, attempted enforcement, preservation or attempted preservation of any of the rights created by or pursuant to this Assignment or any of the Rents or in the administration and management of the Assignor's accounts with Nationwide or in the collection of the Indebtedness on a full indemnity basis,

together with interest at the Default Rate from the date on which such costs, charges or expenses are incurred until the date of payment by the Assignor (both before and after judgement or decree) Any taxation of such costs, charges and expenses shall be on an indemnity basis

8 2 *Indemnity from Rents*

Nationwide and any attorney, agent or other person appointed by Nationwide under this Assignment and Nationwide's officers and employees (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Rents in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, delict or otherwise and whether arising at common law or by statute which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of

(a) anything done or omitted in the exercise or purported exercise of the powers contained in this Assignment, or

(b) any breach by the Assignor of any of its obligations under this Assignment,

and the Assignor shall indemnify Nationwide against any such matters

9 **Continuing security and other matters**

9 1 *Continuing security*

This Assignment and the obligations of the Assignor under this Assignment shall

(a) secure the Indebtedness owing to Nationwide by the Assignor and shall be a continuing security notwithstanding any payment or settlement of account or other matter whatsoever,

(b) be in addition to, and not prejudice or affect, any present or future guarantee, indemnity, Security Right, right or remedy held by or available to Nationwide,

(c) not be assumed into or be in any way prejudiced or affected by the existence of any such guarantees, indemnities, Security Rights, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by Nationwide dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable,

(d) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Assignor in respect of any Indebtedness nor by any legal limitation in any matter in respect of any Indebtedness or by any other fact or circumstances (whether known or not to the Assignor or Nationwide) as a result of which any Indebtedness may be rendered illegal, void or unenforceable by Nationwide, and

(e) remain binding on the Assignor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving Nationwide or of the assets of Nationwide and for this purpose this Assignment and all rights conferred on Nationwide under it may be assigned or transferred by Nationwide accordingly

9.2 *Other security*

Nationwide shall not be obliged to resort to any guarantees, indemnities, Security Rights or other means of payment now or hereafter held by or available to it before enforcing this Assignment and no action taken or omitted by Nationwide in connection with any such guarantees, indemnities, Security Rights or other means of payment shall discharge, reduce, prejudice or affect the liability of the Assignor or the Indebtedness, nor shall Nationwide be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Security Rights or other means of payment

9.3 *Settlements conditional*

Any release, discharge or settlement of the Indebtedness shall be conditional upon no security, disposition or payment to Nationwide by the Assignor or any other person being void, set aside, reduced or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled Nationwide shall be entitled to enforce this Assignment and any other rights it would have been entitled to exercise subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made

10 *Further assurance*

10.1 *Further assurance*

The Assignor shall if and when at any time required by Nationwide

- (a) execute such further Security Rights and assurances in favour of Nationwide and do and deliver all such acts and things as Nationwide shall from time to time require over or in relation to all or any of the Rents to secure the Indebtedness or to perfect or protect the security intended to be created by this Assignment over the Rents or any of them, and
- (b) at any time on or after the Enforcement Date do and execute all acts, assignments and documents which Nationwide may then require to facilitate the realisation of the Rents

11 *Miscellaneous*

11.1 *Remedies cumulative*

No failure or delay on the part of Nationwide to exercise any power, right or remedy shall operate or be construed as a waiver. Any single or any partial exercise or waiver of any power, right or remedy shall not preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights and remedies provided by this Assignment are cumulative and are not exclusive of any powers, rights and remedies provided by law.

11.2 *Preservation of rights*

Nationwide may, in its absolute discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not a party hereto or affecting or concerning any such person in respect of the Indebtedness or in respect of any Security Right or any guarantee for the Indebtedness, without in any such case prejudicing, affecting or impairing the

security hereby constituted, or any of the rights, powers or remedies of Nationwide or the exercise of the same, or the Indebtedness or other liability of the Assignor to Nationwide

11.3 *Unfettered discretion*

Any liability or power which may be exercised or any determination which may be made under this Assignment by Nationwide may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give any reasons

11.4 *Provisions severable*

- (a) Each of the provisions of this Assignment is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its drafting or effect were modified in any way, the Assignor agrees that Nationwide can require such clause to be modified so as to be valid and enforceable
- (c) Where more than one person comprises the Assignor and this Assignment is unenforceable or otherwise ineffective against one or more of the persons comprising the Assignor, the rest of the persons comprising the Assignor shall not be released from their obligations under this Assignment

11.5 *Transfer of rights*

- (a) The Assignor may not assign or otherwise transfer any of its rights or obligations under this Assignment
- (b) Nationwide may at any time sell, assign, novate, securitise or otherwise transfer all or any part of its rights or obligations under this Assignment including, without limitation, in connection with a Status Change (a “**Transfer**”) to any person at any time including, without limitation, a Successor (a “**Transferee**”) The Assignor consents to the disclosure by Nationwide of any information and documentation concerning the Assignor to any prospective Transferee
- (c) If there is a Transfer by Nationwide the Assignor will be bound to the Transferee and the rights and obligations of the Assignor under this Assignment will remain the same The Transferee will have the same powers, rights, benefits and obligations of Nationwide to the extent that they are sold, assigned, novated or otherwise transferred to the Transferee and Nationwide will be released from its obligations to the Assignor to the extent that those obligations are assumed by the Transferee The Assignor will enter into all documents necessary to give effect to any such Transfer
- (d) Any consents under this Assignment may be made or given in writing signed or sealed by any Successors or Transferees of Nationwide

11.6 *Reorganisation of Nationwide*

This Assignment shall remain binding on the Assignor notwithstanding any change in the constitution of Nationwide or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by any other person, or any reconstruction or reorganisation of any kind including, without limitation, any Status Change The security granted by this Assignment shall

remain valid and effective in all respects in favour of any Transferee of Nationwide in the same manner as if such Transferee had been named in this Assignment as a party instead of, or in addition to, Nationwide and notwithstanding any Status Change

12 Notices

12.1 *Notices by Assignor*

Any notice, certificate or other correspondence required to be sent or given by the Assignor to Nationwide shall be addressed to Nationwide and sent by first class post to the address specified below or to such other address or for the attention of such other person or department as may from time to time be notified by Nationwide to the Assignor for this purpose

Property Finance
Nationwide Building Society
Kings Park Road
Moulton Park
Northampton
NN3 6NW

Attention Head of Property Finance

12.2 *Notices by Nationwide*

Any notice, correspondence or demand for payment by Nationwide under this Assignment shall, without prejudice to any other effective mode of making the same, be deemed properly served on the Assignor if served on it or delivered or sent by post to the Assignor at its registered office or any of its principal places of business or residence for the time being or any other address from time to time notified by the Assignor to Nationwide

12.3 *Time of service*

Any such notice, correspondence or demand shall be deemed to have been served (if delivered properly) when delivered personally or (if sent by post) at 9.00 am on the second day (not being a Saturday, Sunday or public holiday) following the day of posting (notwithstanding that it be undelivered or returned undelivered). In proving the giving of a notice such method of service shall be conclusive evidence

12.4 *Notices conclusive*

Any such notice or demand or any certificate as to the amount at any time secured by this Assignment shall be conclusive and binding upon the Assignor if signed by an officer of Nationwide

13 Interpretation

13.1 *Successors and assigns*

The expressions "Nationwide" and "Assignor" include, where the context admits, their respective successors, personal representatives and, in the case of Nationwide, its Transferees whether immediate or derivative and any person with whom Nationwide may amalgamate and shall include all Nationwide's branches from time to time

13 2 *Construction of certain terms*

In this Assignment, unless the context requires

- (a) words importing the singular include the plural and vice versa,
- (b) reference to (or to any specified provision of) this Assignment, the Facility Letter or any other document shall be construed as references to this Assignment or Facility Letter, that provision or that document as in force for the time being and as amended in accordance with its terms or, as the case may be, with the agreement of the relevant parties and (where the consent of Nationwide is, by the terms of this Assignment or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of Nationwide,
- (c) references to a person shall be construed as including references to an individual, firm, company, body corporate, corporation, unincorporated body of persons, authority or partnership (whether or not having separate legal personality) or any combination of the foregoing,
- (d) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time and any order, instrument, regulation or bye-law made or issued thereunder, and
- (e) where the expression "Assignor" includes more than one person the expression shall include each and all of such persons as the context may permit, and each such person shall be jointly and severally liable under this Assignment

13 3 *No restriction on interpretation*

In construing this Assignment the interpretation of general words shall not be restricted by being preceded by words indicating a particular class of acts, matters or things or by being followed by particular examples

14 **Law**

14 1 *Scots law*

This Assignment shall be governed by and shall be construed in accordance with the law of Scotland

14.2 *Jurisdiction*

The Assignor hereby irrevocably submits to the jurisdiction of the Scottish Courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of Nationwide to take proceedings against the Assignor in any other court of competent jurisdiction outside Scotland, nor shall the taking of proceedings in any jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

IN WITNESS WHEREOF these presents consisting of this and the eleven preceding pages are, together with the Schedule of three Parts annexed, executed as follows

SUBSCRIBED

by the Assignor at LONDON
Two thousand and TWELVE
by

on the 25th day of MAY

SHARAT KUMAR HIRSI THAKRAR
Director

Director/Secretary)

GUSTIANA UJUN PREENI NADIKAH DE SARAH
WITNESS
31 GREENFORD ROAD
HARLOW
MIDDLESEX

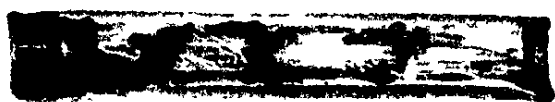
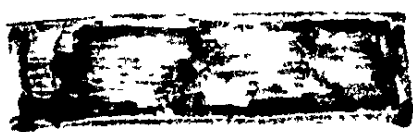
P. de Sarah

SIGNED for and on behalf)
of NATIONWIDE BUILDING SOCIETY)
by DAVID RICHARDSON, AUTHORISED SIGNATORY
AT NORTHAMPTON ON 7 JUNE 2012

before IAIN DAVIES, WITNESS
of KINGS PARK ROAD, MOUNTON PARK
NORTHAMPTON
NN3 6NW

WITNESS

DAVID RICHARDSON
IAIN DAVIES



Schedule**Part A – The Assignor**

Name	Trongate (GLA) Limited
Company No	05788646
Registered Office	11 Upper Grosvenor Street, Mayfair, London
Business Address	11 Upper Grosvenor Street, Mayfair, London

Part B – Property

ALL and WHOLE the subjects known as and forming 178 Trongate, Glasgow G1 5EL and 180, 182 and 184-186 Trongate, Glasgow G1 5RY being the whole subjects registered in the Land Register of Scotland under Title Number GLA111764

Part C – The Leases

- 1 Lease between Kilmartin Investments Limited and Instant Cash Loans Limited dated 15 and 19 May 2006 and registered in the Books of Council and Session on 22 June 2006
- 2 Lease between Trongate (GLA) Limited and Shoe Zone Limited dated 25 May 2006 and 30 December 2008 and registered in the Books of Council and Session on 21 January 2009
- 3 Lease between Kilmartin Investments Limited and John David Group plc dated 6 and 28 March 2006 and registered in the Books of Council and Session on 11 April 2006
- 4 Lease between Freehold Properties (Glasgow) Limited and South of Scotland Electricity Board dated 12 October and 14 November 1981 and recorded in the Division of the General Register of Sasines applicable to the County of the Barony and Regality of Glasgow on 15 February 1982

SUBSCRIBED
by the Assignor
by

Director



Director/Secretary)

WITNESS

SIGNED for and on behalf
of NATIONWIDE BUILDING SOCIETY)

)



D RICHARDSON

WITNESS



IAIN DAVID

