

MR01

Particulars of a charge

198348/26



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 no
instrument. Use form MR00

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 scanned and placed on the public record

TUESDAY



SCT *S2DOM30Y* #99
30/07/2013
COMPANIES HOUSE

1 Company details

Company number 0 5 8 9 7 8 1 0
Company name in full GREAT WESTERN (GENERAL PARTNER 2006) LIMITED

112 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 01 02 07 20 11 13

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 DEUTSCHE PFANDBRIEFBANK AG

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

None

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

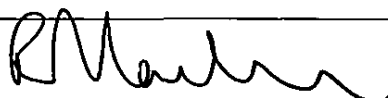
Signature

Please sign the form here

Signature

Signature

X


PARTNER FOR TODS MURRAY LLP

X

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 **LZM PXB H10263 1006**Company name
Tods Murray LLPAddress **Edinburgh Quay****133 Fountainbridge**Post town **Edinburgh**

County/Region

Postcode

| | | | | | | |
|---|---|---|--|---|---|---|
| E | H | 3 | | 9 | A | G |
|---|---|---|--|---|---|---|

Country

DX **DX ED58 Edinburgh**Telephone **0131 656 2000****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: 5897810

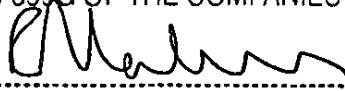
Charge code: 0589 7810 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th July 2013 and created by GREAT WESTERN (GENERAL PARTNER 2006) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th July 2013

OX

Given at Companies House, Cardiff on 6th August 2013



EDINBURGH 30/07/2013
CERTIFIED A TRUE COPY SAVE FOR
MATERIAL REDACTED PURSUANT TO
S 85(1) OF THE COMPANIES ACT 2006

FOR TODS MURRAY LLP

ASSIGNATION OF RENTAL INCOME

by

**GREAT WESTERN (GENERAL PARTNER 2006) LIMITED AND GREAT WESTERN
(NOMINEE 2006) LIMITED**

in favour of

DEUTSCHE PFANDBRIEFBANK AG
as Facility Agent

Re Great Western Retail Park, Great
Western Road, Glasgow

Title Numbers GLA109583 and
GLA118891

2013

RMM LZM H10263 1006

FAS NO 7646



TODS MURRAY LLP
SOLICITORS

Edinburgh Quay 133 Fountainbridge Edinburgh EH3 9AG
Tel 0131 656 2000 Fax 0131 656 2020 DX ED58

Also at 33 Bothwell Street Glasgow G2 6NL Tel 0141 275 4771 Fax 0141 275 4781 DX 512815-Glasgow Central

Email maildesk@todsmurray.com
www.todsmurray.com

ASSIGNATION OF RENTAL INCOME

GREAT WESTERN (GENERAL PARTNER 2006) LIMITED a company incorporated under the Companies Acts in England and Wales (Registered Number 05897810) and **GREAT WESTERN (NOMINEE 2006) LIMITED** a company incorporated under the Companies Acts in England and Wales (Registered Number 05911174) and both having their Registered Office at 7 Albermarle Street, London, W1S 4HQ (the "**Chargors**")

WHEREAS

1 DEFINITIONS AND INTERPRETATION

1 1 In this Assignment

"Credit Agreement" means the £79,567,200 credit agreement dated 11 July 2013 between, among others, the Chargors and Deutsche Pfandbriefbank AG as Facility Agent,

"Event of Default" means an "Event of Default" in accordance with and as defined in the Credit Agreement;

"Finance Document" has the meaning ascribed to that term in the Credit Agreement,

"Finance Parties" has the meaning ascribed to that term in the Credit Agreement,

"Schedule" means the schedule annexed and executed as relative hereto,

"Secured Liabilities" means in relation to an Obligor, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of that Obligor to any Finance Party under each Finance Document

"Security Agreement" means the security agreement dated on or around the date hereof between, *inter alios*, Sabatelli 2 S A R L , the Chargors and the Facility Agent,

"Facility Agent" means Deutsche Pfandbriefbank AG, Freisinger Strasse 5, 85716, Unterschleissheim, Germany and registered in England and Wales as a foreign company with number FC028655 and having its principal place of business in the United Kingdom at 21st Floor, 30 St Mary Axe, London EC3A 8BF as agent and trustee for the Finance Parties in terms of the Credit Agreement, and

"Property" means the property detailed in part 3 of the Schedule

1 2 In this Assignment terms defined in the Credit Agreement shall, unless otherwise defined herein, have the same meaning herein

1 3 References to -

1 3 1 statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation,

- 1 3 2 "including" shall not be construed as limiting the generality of the words preceding it,
- 1 3 3 words importing the singular shall include the plural and *vice versa* and words denoting any gender shall include all genders,
- 1 3 4 this Assignment and to any provisions of it or to any other document referred to in this Assignment shall be construed as references thereto as amended, varied, supplemented, restated, substituted or novated from time to time and in however fundamental a manner,
- 1 3 5 any person are to be construed to include (in substitution therefor) references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity,
- 1 3 6 any person are to be construed to include that person's (and any subsequent person's) successors in title and any permitted assignees or transferees (whether direct or indirect) in accordance with their respective interests,
- 1 3 7 clause headings are for ease of reference only and are not to affect the interpretation of this Assignment,
- 1 3 8 clauses and sub-clauses are references to clauses and sub-clauses in this Assignment unless otherwise indicated

2 SECURED LIABILITIES

The Chargors undertake to the Facility Agent to pay and discharge the Secured Liabilities in the manner provided for in the Finance Documents provided that neither such undertaking nor the security created by this Assignment shall extend to or include any liability or sum which would, but for this proviso, cause such undertaking or security to be unlawful or prohibited by any applicable law

NOW THEREFORE -

- 1 In security for the payment and discharge of the Secured Liabilities, the Chargors HEREBY ASSIGN to and in favour of the Facility Agent, the Chargors' whole right, title and interest, present and future, in and to the rent and all other monies due and to become due to the Chargors in terms of the leases of the Property as the said leases are detailed in Part 4 of the Schedule and as the same may be amended, supplemented or varied in any way from time to time (the "**Leases**"), such rent and other monies to include, without limitation, arrears of rent (if any) existing as at the date hereof, such increase of rent as may become payable following a review of rent, any value added tax which is or may become payable under the Leases in respect of rent and all interest as may be payable from time to time on such rent under the Leases (the "**Rental Income**")
- 2 The Chargors agree that all the obligations, undertakings, representations, warranties and covenants specified and contained in the Finance Documents relating to the Property and secured pursuant thereto and the rights and powers granted thereunder shall be deemed to be repeated herein and shall, except in so far as inconsistent herewith, apply *mutatis mutandis* to the Rental Income and the security and other

rights and powers created hereunder and pursuant hereto. The Chargors warrant that it is solely entitled to receive the Rental Income and that it has not assigned or otherwise disposed of the Rental Income to any other party.

3 The Chargors hereby undertake to the Facility Agent as follows -

- 3.1 to intimate this assignment to each tenant and to each guarantor under the Leases in terms of the form of intimation set out in Part 1 of the Schedule as soon as practicable following the Chargors' execution hereof and to use its reasonable endeavours to procure that the said tenants and guarantors acknowledge such intimation in the form of acknowledgement set out in Part 2 of the Schedule,
- 3.2 that it shall, at the request of the Facility Agent and at its own expense, grant and execute such other documents and deeds and take all such lawful action as may, in the reasonable opinion of the Facility Agent, be required to enable the Facility Agent to obtain possession of, recover and uplift the Rental Income,
- 3.3 to execute an assignment or assignments in substantially the same terms mutatis mutandis as this assignment (each a "**Further Assignment**") relative to the rents and other monies payable under any further, additional or renewal lease of the Property or any part thereof (each a "**Further Lease**") and to deliver the same to the Facility Agent by no later than 10 Business Days from the date any such Further Lease is entered into by the Chargors,
- 3.4 not to grant or purport to grant any other assignment of the Chargors' entitlement to receive the Rental Income and/or any analogous sums receivable pursuant to any Lease or any Further Leases (or any part of any of them) (whether before or after the intimation hereof) except to the Facility Agent or as permitted by the Finance Documents,
- 3.5 that upon the occasion of any assignment or other devolution of the tenant's interest in any Lease and/or in any Further Lease, it shall by no later than 10 Business Days from the date of such assignment or other devolution, provide full written details of the assignee or transferee to the Facility Agent and use its reasonable endeavours to procure that such assignee or transferee shall continue to pay to the Facility Agent the Rental Income due under the Lease and/or the analogous sums due under any Further Lease and all instalments thereof as provided for herein or in any Further Assignment,
- 3.6 to deliver to the Facility Agent within 10 Business Days following upon a written demand (in the circumstance of an Event of Default) by the Facility Agent, a validly executed assignment of the benefit of any guarantee granted to the Chargors (where competent to do so and where the Chargors are not prohibited from doing so by the terms of the guarantee) in respect of the obligations of the tenants under the Leases (and/or of the obligations of any tenant under any Further Lease), and
- 3.7 that it shall within 10 Business Days of receipt of written demand by the Facility Agent pay all costs, charges and expenses (including legal fees) properly incurred by the Facility Agent in connection with the enforcement or preservation of the Facility Agent's rights hereunder and indemnify and keep indemnified the Facility Agent against any failure or delay in paying the same

- 4 The Chargors irrevocably appoint the Facility Agent to be their attorney to take any action which they are obliged to take under paragraph 3 above and the Chargors hereby ratify and confirm whatever the Facility Agent as attorney does or purports to do pursuant to its appointment hereunder. The Facility Agent undertakes that it will not exercise the rights conferred on it under this Clause 4 until an Event of Default occurs and is outstanding.
- 5 If at any time any one or more provisions of this assignment is found to be or becomes invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair the other provisions of this assignment, which shall remain in full force and effect.
- 6 The Chargors warrant this assignment absolutely.
- 7 This assignment shall be governed by and construed in accordance with the law of Scotland and the Chargors hereby prorogate the non-exclusive jurisdiction of the Scottish courts so far as not already subject thereto and waives any right or plea of forum non conveniens in respect of such jurisdiction.

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

SUBSCRIBED for and on behalf of the said
GREAT WESTERN (GENERAL PARTNER
2006) LIMITED by

[Redacted Signature]

Maria Renault
Director

Director
(Signature)

[Redacted Signature]

James Wiseman
Director

Director
(Full Name)

at LA HABURIER HOUSE, ST HELIER, JERSEY

on 12 July 2013.

in the presence of

[Redacted Signature]

Witness

RICHARD DARGENT Witness Full Name

Ogier Roux, The Witness Address

Ephraïm, St Helier, Jersey.

SUBSCRIBED for and on behalf of the said
GREAT WESTERN (NOMINEE 2006)
LIMITED by



Maria Renault
Director

Director
(Signature)



James Wiseman
Director

Director
(Full Name)

at La Houllier House, St Helier, Jersey

on 12 July 2013

in the presence of



... Witness

Richard Daggett . Witness Full Name

Apex House, 187. Witness Address

Helier, Jersey.

This is the Schedule referred to in the foregoing Assignment of Rental Income by Great Western (General Partner 2006) Limited and Great Western (Nominee 2006) Limited in favour of Deutsche Pfandbriefbank AG as Facility Agent

PART 1

Form of Intimation to Tenant

On the letterhead of Chargors

BY SPECIAL DELIVERY

[Insert name and address of tenant/guarantor]

Date

Dear Sirs

Re: [Insert address of let premises]

We refer to the lease of the above property between [] and [] dated [] and registered in the [Books of Council and Session] on [] (the "**Lease**")

We hereby give you notice that by an assignment of rental income, a certified true copy of which is annexed hereto (the "**Assignment**"), we assigned to Deutsche Pfandbriefbank AG of Freisinger Strasse 5, 85716, Unterschleissheim, Germany and registered in England and Wales as a foreign company with number FC028655) and having its principal place of business in the United Kingdom at 21st Floor, 30 St Mary Axe, London EC3A 8BF as agent and trustee therein mentioned (the "**Facility Agent**") our whole right, title and interest in and to all present and future rents and all other monies payable and due and to become due to us under the Lease

We will remain liable to perform all our obligations under the Lease and the Facility Agent is not under any obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease. We instruct and authorise you to pay the said rents and other monies due under the Lease to our Managing Agents as follows

Name

Bank

Sort Code

Account Number

and that until you receive notice from the Facility Agent to the contrary following an Event of Default (as defined in the Assignment) that the Facility Agent may designate an account (the "**Account**") to which the payments should be made and that following notice to you from the Facility Agent to that effect all such payments should be made by you to the Account

The instructions in this letter may not be revoked or amended without the prior written consent of the Facility Agent. Please acknowledge receipt of this intimation and your acceptance of its contents by signing the attached acknowledgement and returning it to the Facility Agent at 21st Floor, 30 St Mary Axe, London EC3A 8BF (marked for the attention of Head of Credit Risk Management)

PART 2

Form of Acknowledgement from Tenant[s]

To Deutsche Pfandbriefbank AG
21st Floor,
30 St Mary Axe,
London
EC3A 8BF

Attention Head of Credit Risk Management

Date []

Dear Sirs

Re. [Insert address of let premises]

We acknowledge receipt of a notice of intimation dated [] 2012] (the "Intimation") and addressed to us [] (the "Chargors") in relation to the Lease (as defined in the Intimation) of the above property and we accept the instructions and authorisations contained in the Intimation.

We confirm that -

- (a) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargors under or in respect of the Leases (as defined in the Intimation), and
- (b) we shall pay all rent and other monies payable by us under or arising under the Leases as specified in the notice until we receive notice from the Facility Agent to the contrary

This letter is governed by Scots law

Yours faithfully

For and on behalf of [Tenant]

PART 3

The Property

(FIRST) ALL AND WHOLE the subjects lying on the north side of Great Western Road, Drumchapel, Glasgow and a one half pro indiviso share in common car parking being the whole subjects registered in the Land Register of Scotland under title number GLA109583 and (SECOND) ALL and WHOLE the subjects on the northeast side Great Western Road, Glasgow being the whole subjects registered in the Land Register of Scotland under title number GLA118891 (the "**Property**")

PART 4

The Leases

- 1 Lease between Chartwell Land Investments Limited and B & Q plc registered Books of Council and Session 29 May 2002, as varied and/or supplemented, 2. Lease between Atlas Investments Limited and Burgerking Limited registered Books of Council and Session 21 March 1996, as varied and/or supplemented,
- 3 Lease between Atlas Investments Limited and Pizza Hut (UK) Limited registered Books of Council and Session 12 March 1996, as varied and/or supplemented,
- 4 Lease between Chartwell Land Investments Limited and Carpetright plc registered Books of Council and Session 26 July 1996, as varied and/or supplemented,
- 5 Lease between Royal Bank of Scotland Trust Company (Jersey) Limited, RBSI Trust Company Limited and A Share & Sons Limited registered Books of Council and Session 1 July 2003, as varied and/or supplemented,
- 6 Lease between Great Western (Nominee 2006) Limited, Great Western (General Partner 2006) Limited and Wren Kitchens Limited dated 27 November and 14 December 2012 and registered Books of Council and Session 7 January 2013, as varied and/or supplemented,
- 7 Lease between Chartwell Land Investments Limited and Harveys Furnishing Group Limited registered Books of Council and Session 26 July 1996, as varied and/or supplemented,
- 8 Lease between Chartwell Land Investments Limited and Comet Group plc registered Books of Council and Session 9 December 1997, as varied and/or supplemented,
- 9 Lease between Chartwell Land Investments Limited and Sterling Furniture Group Limited registered Books of Council and Session 9 December 1997, as varied and/or supplemented, and
- 10 Lease between Chartwell Land Investments Limited and Blane Leisure Limited registered Books of Council and Session 5 March 1997, as varied and/or supplemented

Director

Director