

MR01

Particulars of a charge

057529/26



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 an instrument. Use form MR08

TUESDAY



SCT 06/08/2013 #31
COMPANIES HOUSE

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.

1

Company details

Company number 0 5 8 9 7 8 1 0

Company name in full Great Western (General Partner 2006) Limited

13

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 2 5 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 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

1) 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

2) the subjects on the northeast side of Great Western Road, Glasgow being the whole subjects registered in the Land Register of Scotland under Title Number GLA118891

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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Particulars of a charge

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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 PFC H10263 1006

Company name Tods Murray LLP

Address 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 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th 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 6th August 2013

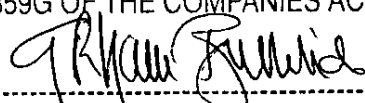
Given at Companies House, Cardiff on 9th August 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EDINBURGH 06/08/2013
CERTIFIED A TRUE COPY, SAVE FOR
MATERIAL REDACTED PURSUANT TO
S 859G OF THE COMPANIES ACT 2006

FOR TODS MURRAY LLP

STANDARD SECURITY

by

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

in favour of

DEUTSCHE PFANDBRIEFBANK AG
as Facility Agent

Security Subjects Great Western Retail Park, Great
Western Road, Glasgow

Title Numbers. GLA109583 and GLA118891

2013

RMM H10263 1006

FAS NO 8646



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 9NL Tel 0141 275 4771 Fax 0141 275 4781 DX 512815 Glasgow Central
Email maildesk@todsmurray.com
www.todsmurray.com

STANDARD SECURITY by

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 Standard Security

"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,

"Exceptions from Warrandice" means any documents, deeds, rights and others detailed in part 2 of the Schedule,

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

"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,

"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 , and the Facility Agent,

"Security Subjects" means the security subjects detailed in part 1 of the Schedule, and

"Standard Conditions" means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended, and any lawful variation thereof operative for the time being

1 2 In this Standard Security terms defined in the Credit Agreement and in the Security 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 Standard Security and to any provisions of it or to any other document referred to in this Standard Security 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 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 (in substitution therefor) 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 Standard Security,

1 3 8 clauses and sub-clauses are references to clauses and sub-clauses in this Standard Security unless otherwise indicated

1 4 The Facility Agent shall hold the benefit of this Standard Security on trust for the Finance Parties in accordance with the terms of the Credit Agreement

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 Standard Security 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

3 STANDARD SECURITY

In security of the payment and discharge of the Secured Liabilities the Chargors GRANT a standard security in favour of the Facility Agent over the Security Subjects

4 THE STANDARD CONDITIONS

4.1 The Standard Conditions shall apply and the Chargors agree that the Standard Conditions shall be varied, in so far as lawful and applicable, in accordance with Clause 4.2

4.2 The representations, warranties, undertakings and covenants relating to the Security Subjects contained in the Finance Documents are incorporated herein, *mutatis mutandis*, and the Standard Conditions are varied in accordance therewith

5 ENFORCEMENT

5.1 The Chargors, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions if an Event of Default occurs and is outstanding and in the event of the Chargors being in default as aforesaid, then without prejudice to any other rights and remedies available to the Facility Agent by virtue of the Standard Conditions or any other security, mortgage, charge or undertaking or in any other manner the Facility Agent will be entitled to exercise any of the remedies available to a creditor on default of a debtor by virtue of the provisions of the said Act

5.2 At any time the Chargors are held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions, the Facility Agent may take possession of the Security Subjects (and in so doing shall be deemed to be the agent of the Chargors) and

5.2.1 may at the expense of the Chargors and as the agent of the Chargors remove, store, preserve, sell or otherwise dispose of any moveable items present at the Security Subjects but not the subject of the security created by this Standard Security (save for any moveable items belonging to the tenant of the Chargors or an occupier of the subject of the security created by this Standard Security or any other third party) to the extent such moveable items are not otherwise charged or secured pursuant to the Finance Documents, without being liable to the Chargors for any loss in connection with such disposal (save for any loss which occurs as a result of the Facility Agent's gross negligence, wilful default or fraud) and the Facility Agent will pay the net proceeds of sale of such moveable items (after payment of any proper and reasonable costs incurred in connection with such removal, storage, preservation and disposal) to the Chargors, and

5.2.2 exercise as the agent of the Chargors the powers conferred on any Receiver by the Security Agreement as if the powers therein were conferred on the Facility Agent, which clauses are incorporated herein *mutatis mutandis*,

declaring that in each case the Chargors alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of the Facility Agent (save for any losses or liabilities incurred by the Facility Agent that arise as a result of the Facility Agent's gross negligence, wilful default or fraud) and for liabilities incurred by the Facility Agent

6 **WARRANTICE**

The Chargors grant warrantice but excepting therefrom the Exceptions from Warrantice but without prejudice to the right of the Facility Agent to quarrel or impugn the same on any ground of law not inferring warrantice against the Chargors

7 **REGISTRATION**

The Chargors consent to registration hereof for preservation and execution

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]

Director
(Signature)

Maria Renault
Director

[Redacted Signature]

Director
(Full Name)

James Wiseman
Director

at *Pla Maxwiler House, St Helier, Jersey*

on *12 JULY 2013*

in the presence of

[Redacted Name]

Witness

Richard Duggitt

Witness Full Name

Pla Maxwiler House, St Helier, Jersey

Witness Address

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

[Redacted Signature]

Maria Renault
Director

Director
(Signature)

[Redacted Signature]

James Wiseman
Director

Director
(Full Name)

at Le Manoir Houx, St Helier, Jersey

on 12 JULY 2013.

in the presence of

[Redacted Signature]

Witness

Richard Daggett.

Witness Full Name

Opus Houx, St.

Witness Address

Helier, Jersey

.....

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

PART 1

SECURITY SUBJECTS

(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

PART 2

THE EXCEPTIONS FROM WARRANTICE

- 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