

MR01

Particulars of a charge

103336/26

Oyez

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 MR08

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

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will
be scanned and placed on the public record. **Do not send the original**



R48NUUKX

RCS

01/06/2015

#59

COMPANIES HOUSE

MONDAY

1 Company details

Company number

0 5 8 9 7 8 1 0

Company name in full

Great Western (General Partner 2006) Limited

17

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 7 0 5 2 0 1 5

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

as Facility Agent

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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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Great Western Retail Park, Great Western Road, Glasgow being the subjects registered in the Land Register of Scotland under title numbers GLA109583 and GLA118891

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

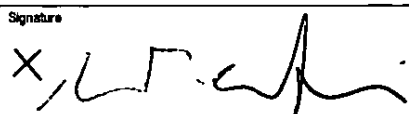
9

Signature

Please sign the form here

Signature

Signature

X  X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name
Stuart Gillies - DEU/3/1
Company name
MacRoberts LLP

Address
Excel House
30 Semple Street

Edinburgh

Post town

County/Region

Postcode
E H 3 8 B L

Country

DX ED207 - EDINBURGH

Telephone
0131 229 5046



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 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th May 2015 and created by GREAT WESTERN (GENERAL PARTNER 2006) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2015.

Given at Companies House, Cardiff on 11th June 2015



Companies House



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

EDINBURGH 1706/15
CERTIFIED A TRUE COPY

h. Myer

macROBERTS

STANDARD SECURITY

by

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

in favour of

**DEUTSCHE PFANDBRIEFBANK AG
as Facility Agent**

Great Western Retail Park, Great Western Road, Glasgow

macROBERTS

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

A The Chargors and the Facility Agent consider that the security created by the Chargors under the Existing Standard Security secures payment of the Secured Liabilities (as defined below), but grant this Standard Security in case it does not.

B This Standard Security is supplemental to the Existing Standard Security.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Standard Security:

"Confirmatory Security Agreement" means the English law confirmatory security agreement dated on or around the date hereof between, *inter alios*, Sabatelli 2 S.À R L and the Facility Agent;

"Credit Agreement" means the £79,555,000 credit agreement originally dated 11 July 2013 between, among others, the Chargors and Deutsche Pfandbriefbank AG as Facility Agent, as amended and restated by the Supplemental Agreement,

"Exceptions from Warrantice" 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,

"Existing Standard Security" means the standard security dated 12 July 2013 granted by the Chargors in favour of 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 FCO28655) 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 a Finance Document, including, for the avoidance of doubt, those obligations and liabilities as they are amended by the Supplemental Agreement;

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

"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, and

"Supplemental Agreement" means the supplemental agreement dated on or around the date hereof between, *inter alios*, Sabatelli 3 S.À R.L as the Company and the Facility Agent

- 1.2 In this Standard Security terms defined in the Credit Agreement and in the Confirmatory 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 Confirmatory 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. WARRANDICE

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

7. REGISTRATION

The Chargors consent to registration hereof for preservation and execution


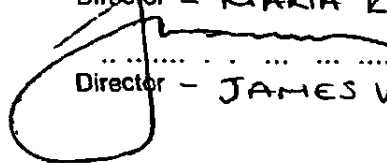
IN WITNESS WHEREOF these presents consisting of this and the three preceding pages together with the Schedule are executed as follows:

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

at LE MASURIER HOUSE, JERSEY

on 15TH MAY 2015

by


.....
Director - MARIA RENAULT

.....
Director - JAMES WISEMAN

before this witness

Witness 

Name in Full .. NATASHA SIM

Address First Floor
Le Masurier House
..... La Rue Le Masurier
St. Heller, Jersey, Channel Islands
JE2 4YE

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

at **LE MASURIER HOUSE, JERSEY**

on **15TH MAY 2015**

by

Maria Renault

Director - **MARIA RENAULT**

James Wiseman

Director - **JAMES WISEMAN**

before this witness

Witness

Natasha Joy Sim

Name in Full **NATASHA JOY SIM**

Address

.....
First Floor
Le Masurier House
La Rue Le Masurier
St Helier, Jersey, Channel Islands
JE2 4YE

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.


 Director - MARIA RENAULT


 Director - JAMES WISEMAN


 Director - MARIA RENAULT


 Director - JAMES WISEMAN