

MR01

Particulars of a charge

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

509031/13

☒ **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 n
instrument Use form MR08

WEDNESDAY



A11 *A2EAECCI*
07/08/2013 #201
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 6 1 8 8 9 8 3

Company name in full NOS 6 LIMITED

63 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 d 2 d 4 m 0 m 7 y 2 y 0 y 1 y 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 HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
(COMPANY NUMBER 6447555)

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 ALL and WHOLE those subjects at 68-70, 75, 76 & 80 Rosemount Viaduct, Aberdeen, AB25 1NU/S being the subjects registered in the Land Register of Scotland under Title Numbers ABN55124, ABN55141, ABN55128 & ABN55137
- 2 ALL and WHOLE those subjects at 14 Bank Street, Airdrie, ML6 6AF being the subjects registered in the Land Register of Scotland under Title Number LAN13
- 3 ALL and WHOLE those subjects at 65/67 South Bridge Street, Airdrie, ML6 6JH being the subjects registered in the Land Register of Scotland under Title Number LAN72905
- 4 ALL and WHOLE those subjects at 343 High St, Cowdenbeath, KY4 9QJ being the subjects registered in the Land Register of Scotland under Title Number FFE42383
- 5 ALL and WHOLE those subjects at 74/76 Quarry Street, Hamilton, ML3 7AU being the subjects registered in the Land Register of Scotland under Title Number LAN145788
- 6 ALL and WHOLE those subjects at 39a-41a High Street, Hawick, TD9 9BU being the subjects registered in the Land Register of Scotland under Title Number ROX8085
- 7 ALL and WHOLE those subjects at 20 Bridge Street, Stranraer, DG9 7NS being the subjects registered in the Land Register of Scotland under Title Number WGN2013

5

Fixed charge or fixed security

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

☐ **Yes**

☒ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ **Yes**

☒ **No**

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Trustee statement ^①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X



X

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

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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 **ANDREW MARTIN (M42356 177)**

Company name **DWF LLP**

Address **DALMORE HOUSE**

310 ST VINCENT STREET

Post town **GLASGOW**

County/Region

Postcode

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Country **SCOTLAND**

DX **GW 9 GLASGOW**

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6188983

Charge code: 0618 8983 0063

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2013 and created by NOS 6 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2013.

DN

Given at Companies House, Cardiff on 8th August 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PLEASE CONFIRM DATE OF REGISTRATION

COA

True And Certified Copy

ANDREW JOHN MARTIN
SOLICITOR
310 ST. VINCENT STREET
GLASGOW G2 9AR

STANDARD SECURITY

by

NOS 6 LIMITED

in favour of

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

16 July

2013

SUBJECTS Seven Properties in Scotland

DWF LLP
FAS 0433

PLEASE CONFIRM DATE OF REGISTRATION

WE, NOS 6 LIMITED, a company incorporated under the Companies Acts (Registered Number 6188983) and having their Registered Office at 6th Floor Palladium House 1-4 Argyll Street London W1F 7TA (hereinafter referred to as the "Chargor") AGREE and CONFIRM that in this standard security

1 DEFINITIONS

- 1 1 **"Facilities Agreement"** means the facilities agreement originally dated 6 April 2006 and made between NOS 4 Limited (as borrower), HSBC Bank plc (as arranger, agent, original lender, hedging bank and account bank) and HSBC Trustee (C I) Limited (as original security agent), as amended and restated on or about the date of this Deed,
- 1 2 **"Fixed and Floating Security Document"** means the Fixed and Floating Security Document between the Chargor and the Security Agent dated on or about the date of this Deed together with any subsequent amendments thereto or replacements thereof,
- 1 3 **"Liabilities"** means all present and future moneys, debts and liabilities due, owing or incurred by the Chargor and NOS 4 to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise),
- 1 4 **"NOS 4"** means NOS 4 Limited (No 5707123) whose registered office is at 6th Floor, Palladium House, 1-4 Argyll Street, London W1F 7TA,
- 1 5 **"NOS 6 Facilities Agreement"** means the facilities agreement originally dated 5 September 2008 and entered into between NOS 6 Limited (as borrower), HSBC Bank plc (as arranger, agent, original lender, hedging bank and account bank) and HSBC Corporate Trustee Company (UK) Limited as security agent, as amended and restated on or about the date of this Standard Security,
- 1 6 **"NOS 6 Security Agent"** means the Security Agent under the terms of the NOS 6 Facilities Agreement being as at the date of this deed HSBC Corporate Trustee Company (UK) Limited as security agent for the NOS 6 Finance Parties,
- 1 7 **"NOS 6 Security Documents"** has the meaning given to the terms "Security Documents" in the NOS 6 Facilities Agreement,
- 1 8 **"Property"** means each of the subjects listed in the Schedule annexed and executed as relative hereto,
- 1 9 **"Prior Security"** means the Security granted pursuant to the NOS 6 Security Documents to which the Chargor is a party, and
- 1 10 **"Security Agent"** means HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED a company incorporated under the Companies Acts (Registered Number 6447555) whose registered office is at 8 Canada Square, London, E14 5HQ as security agent for the benefit of the Finance Parties pursuant to a to a resignation and appointment deed dated on or about the date of this Deed,

2 CONSTRUCTION

- 2 1 1 Capitalised terms defined in the Facilities Agreement and/or the Fixed and Floating Security Document shall have, unless expressly defined in this standard security, the same meaning in this standard security

- 2 1 2 The provisions of Clause 1 2 of the Facilities Agreement apply to this standard security as if expressly set out herein, *mutatis mutandis* with each reference to the Facilities Agreement therein being deemed to be a reference to this standard security,
- 2 1 3 If the Security Agent reasonably considers that an amount paid by the Borrower or any other person to a Finance Party is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this standard security,
- 2 1 4 In the event of any conflict between the terms of the Facilities Agreement and the terms of this standard security the terms of the Facilities Agreement shall prevail,
- 2 2 and we DO HEREBY (subject to the rights and interests of the NOS 6 Security Agent (as trustee for the NOS 6 Finance Parties) under the Prior Security) IN SECURITY for the payment of all Liabilities GRANT a Standard Security in favour of the Security Agent for itself and as agent and
- trustees for the Finance Parties on the terms set out in the Fixed and Floating Security Document and the Facilities Agreement over ALL and WHOLE the Property, Together with (One) the fittings and fixtures therein and thereon, (Two) the parts, privileges and pertinents thereof, (Three) the whole rights, common, mutual and others pertaining thereto, and (Four) our whole right, title and interest, present and future therein, but always with and under the conditions (if any) imposed in the Disposition, The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 ("the Act") and any lawful variation operative for the time being shall apply, And we agree that the Standard Conditions shall be varied to the effect that (1) insofar as the Facilities Agreement or the Fixed and Floating Security Document departs from or conflicts with the Standard Conditions, the Facilities Agreement (as the case may be) shall, save to the extent those cannot be varied in terms of the Act, and insofar as applicable under Scots law, prevail AND (2) the whole covenants, obligations, representations, warranties and undertakings relating to property and insurance as contained in the Fixed and Floating Security Document and the Facilities Agreement shall apply to the Property and shall be deemed to be incorporated herein *mutatis mutandis*, And we further agree that for the purposes of Standard Conditions 9 and 10 we shall in addition to the circumstances specified in Standard Condition 9 be held to be in default upon any of the events constituting an Event of Default, And we acknowledge that this standard security is one of the Finance Documents as defined in the Facilities Agreement,
- 2 3 In respect of the Property the Chargor shall do all things requested by the Security Agent to facilitate the registration of this standard security against the title of the Property in the Land Register of Scotland, And it is hereby certified that the security created by this standard security does not contravene any of the provisions of the Memorandum or Articles of Association or other constitutional documents of the Chargor, and the Chargor undertakes not to permit any other person to be registered at the in the Land Register of Scotland as proprietor of the Property (or of any interest in the Property),
- 2 4 And we grant warrandice but excepting therefrom all existing leases of the Property,
- 2 5 Declaring always that this standard security is supplemental to the Fixed and Floating Security Document and on and from the date of this standard security the standard security and the Fixed and Floating Security Document shall be read and construed as one document and in particular the definition of "Real Property" in the Fixed and Floating Security Document shall include the Property and the Chargor acknowledges that references to the "Fixed and Floating Security Document" in the Facility

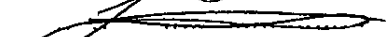
Agreement is a reference to the Fixed and Floating Security Document as amended by this standard security,

- 2 6 And we hereby prorogate the non exclusive jurisdiction of the Scottish Courts and bind ourselves to submit to the jurisdiction of the said Courts in relation to all actions arising out of this standard security, And we agree that the sums due by us from time to time shall be conclusively ascertained by a statement under the hand of an official or manager of the Security Agent (save in the case of manifest error), And we consent to registration of this standard security for preservation and execution IN WITNESS WHEREOF

Subscribed for and on behalf of NOS 6 Limited

At LONDON

On the 16 July 2013

By  Director

STEVEN FABER, DIRECTOR

And

By  Witness

Witness Name

Occupation

Address

William Heaney
Company Secretary
14 Deanway
Chalfont St Giles
HP8 4TH


THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY
NOS 6 LIMITED IN FAVOUR OF HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

THE PROPERTY

- 1 ALL and WHOLE those subjects at 68-70, 75, 76 & 80 Rosemount Viaduct, Aberdeen, AB25 1NU/S being the subjects registered in the Land Register of Scotland under Title Numbers ABN55124, ABN55141, ABN55128 & ABN55137
- 2 ALL and WHOLE those subjects at 14 Bank Street, Airdrie, ML6 6AF being the subjects registered in the Land Register of Scotland under Title Number LAN13
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- 7 ALL and WHOLE those subjects at 20 Bridge Street, Stranraer, DG9 7NS being the subjects registered in the Land Register of Scotland under Title Number WGN2013

Subscribed for and on behalf of NOS 6 Limited

By



. Director