

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



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 LL MR08

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

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is 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



S38B98KA

SCT

20/05/2014

#60

COMPANIES HOUSE

1

LLP details

LLP number

O C 3 5 3 5 8 8

LLP name in full

CURO QUEEN STREET LLP

For official use

2

→ 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

d 1 d 2 m 0 m 5 y 2 y 0 y 1 y 4

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

COLBY CAPITAL II S A R L

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

ALL AND WHOLE THE PROPERTY KNOWN AS 78 QUEEN STREET, GLASGOW, REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA31879

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 LLP?

☐ 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 LLP 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 LL MR06)

9

Signature

Please sign the form here

Signature

Signature

X 

PARTNER FOR PINSENT MASONS LLP

X

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

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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 LLP's Registered Office address.

Contact name **PETER LEWIN**

LLP name **Pinsent Masons LLP**

Address **Princes Exchange**

1 Earl Grey Street

Post town **Edinburgh**

County/Region

Postcode **E H 3 9 A Q**

Country

DX **DX ED 723301 EDINBURGH 43**

Telephone **0131 777 7000**



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register
- ☐ 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 LLPs registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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

LLP number. OC353588

Charge code: OC35 3588 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th May 2014 and created by CURO QUEEN STREET LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 20th May 2014.

DX

Given at Companies House, Cardiff on 23rd May 2014



Companies House



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

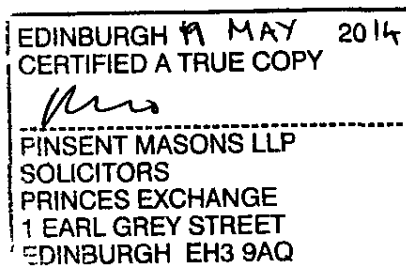
STANDARD SECURITY

by

CURO QUEEN STREET LLP

in favour of

COLBY CAPITAL II SARL



Subjects. 78 Queen Street, Glasgow



Pinsent Masons

Pinsent Masons LLP
Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AQ

Tel +44 (0)131 777 7000

Fax +44 (0)131 777 7003

Web Site [http //www pinsentmasons com](http://www.pinsentmasons.com)
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WE, **CURO QUEEN STREET LLP**, incorporated under the Limited Liability Partnerships Act 2000 (Registered Number OC353588) and having our Registered Office at Fourth Floor, 18-20 Hill Rise, Richmond, Surrey TW10 6UA (the "**Chargor**") HEREBY undertake to pay and discharge all present and future obligations and liabilities of the Chargor and/or the Borrower (as afterdefined) to **COLBY CAPITAL II S A R L**, a private limited liability company (société à responsabilité limitée) established and existing under Luxembourg law, having its registered address at 65, Boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg, Grand-Duchy of Luxembourg, which is registered with the RCS Luxembourg under number B 174282 (hereinafter together with their successors, assignees and transferees being referred to as the "**Lender**") under the facility agreement between the Chargor, **CURO CHARLOTTE HOUSE LLP** incorporated under the Limited Liability Partnerships Act 2000 (Registered Number OC368592) and having their Registered Office at Fourth Floor, 18-20 Hill Rise, Richmond Surrey TW10 6UA DO (the "**Borrower**") and the Lender, dated on or about the date hereof (hereinafter referred to as the "**Facility Agreement**" which expression shall be deemed to include all amendments and variations of the same and supplements thereto from time to time) and under the other Finance Documents (as defined in the Facility Agreement), and/or any deed or document supplemental thereto (whether actual, contingent, sole, joint and/or several or otherwise) including, without prejudice to the foregoing generality, all obligations to indemnify the Lender for which we, the Chargor, GRANT a Standard Security in favour of the Lender over ALL and WHOLE the subjects described in Part One A of the Schedule annexed and executed as relative hereto (the "**Security Subjects**") DECLARING THAT -

- 1 Subject to paragraph 2 below, the whole terms, undertakings, obligations, powers, rights, provisions and others of and contained in the Facility Agreement and/or the other Finance Documents (as defined in the Facility Agreement) are held to be incorporated in and shall be deemed to form part of this Standard Security *mutatis mutandis* and shall be in addition to the obligations, rights and others of the Chargor and the Lender in this Standard Security
- 2 The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended and as may be further amended from time to time) and any lawful variation thereof operative for the time being all as varied by Part Two of the Schedule annexed to this Standard Security (the "**Standard Conditions**") shall apply (save to the extent that (i) they are inconsistent with any terms and conditions of and contained in the Facility Agreement or any other Finance Document (and if there is any such inconsistency the terms and conditions of and contained in the Facility Agreement or such other Finance Document shall apply to the extent of that inconsistency (ii) they are prevented by law or (iii) such amendment would result in the security created by this Standard Security becoming void or unenforceable) and under declaration that the terms "**debtor**" and "**creditor**" in the Standard Conditions shall refer to the Chargor and the Lender respectively
- 3 The Schedule annexed to this Standard Security (the "**Schedule**") forms part of this Standard Security and the Chargor undertakes to comply fully with its obligations set out in the Schedule
- 4 This Standard Security shall be a continuing security for the liabilities and obligations secured hereby notwithstanding any intermediate payment or settlement of all or any part of such liabilities and obligations or other matter or thing whatsoever until the said liabilities and obligations have been discharged in full. This Standard Security shall be in addition to and shall not either prejudice or be prejudiced by any other security, guarantee, right or remedy of whatever sort, held by or available to the Lender at any time for the said liabilities and obligations and will not be affected by the Lender at any time failing to enforce, releasing, or varying any such other security, guarantee, right or remedy
- 5 If the Lender receives notice that any security interest has been created over the Security Subjects which the Facility Agreement or any other of the Finance Documents does not permit to rank in priority to this Standard Security the Lender will (to the extent that it has not immediately done so) be treated as if it had immediately opened a new account in the name of the Chargor and all payments received by the Lender from the Chargor will (notwithstanding any instructions from the Chargor to the contrary) be treated as if they had been credited to the new account and will not reduce the amount then due by the Chargor to the Lender
- 6 No failure or delay by the Lender in exercising any right or remedy under this Standard Security shall operate as a waiver, and no single or partial exercise shall prevent further exercise of any right or remedy

- 7 Any account or certificate signed by any signing official authorised by the Lender as to the amount of the obligations and liabilities secured hereby or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargor and the Chargor consents to the registration of this Standard Security and any such account or certificate for execution
- 8 Any agreements, undertakings and security given or implied by more than one person in or under the Standard Conditions or this Standard Security shall be assumed to have been given jointly and severally by all such persons
- 9 Without prejudice to the provisions regarding notices contained in the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended and as may be further amended from time to time), any notice or demand under this Standard Security or under the Standard Conditions -
- 9 1 must be in writing, and unless otherwise stated may be served by delivery to the party on whom it is desired to be served or by sending the same by registered or recorded delivery post to it at its last known address in the United Kingdom,
- 9 2 if served by post, shall be deemed to have been served on the next day after the day of posting and in proving service, it shall be sufficient to prove that the envelope containing the notice or demand was duly addressed to the Lender or the Chargor (as the case may be) in accordance with this Clause 9 and posted to the place to which it was so addressed
- 10 Subject to the provisions of the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended and as may be further amended from time to time), the Lender may at any time (without consent) transfer to any other person (the "transferee") the benefit of this Standard Security and all or any of its rights and interest therein together with all or any of its rights in respect of the liabilities and obligations secured hereby The transferee may enforce this Standard Security in the same way as if he had been a party to this Standard Security instead of the Lender Where the Lender has transferred only part of its rights in respect of the said liabilities and obligations secured hereby, then this Standard Security shall be treated as if it had been given to the Lender as trustee for itself and such other person
- 11 This Standard Security shall be governed by, and construed in accordance with the law of Scotland and, for the benefit of the Lender, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts without prejudice to the ability of the Lender to proceed against the Chargor in any other appropriate jurisdiction.

12 The Chargor grants warrandice but excepting therefrom the Leases set out in Part ONE B

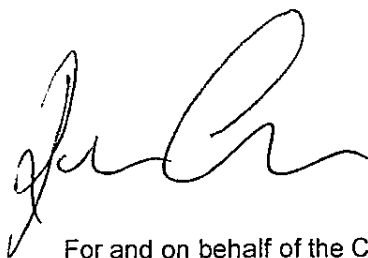
IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the Schedule annexed are executed as follows -

They are signed for and on behalf of the Chargor

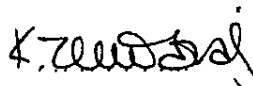
at LONDON

on 26TH MARCH 2014

by KEVIN CRIGHTON



For and on behalf of the Chargor



Witness

before, as witness



KRINI THEODORAKI

53 ARCHER CLOSE

KINGSTON UPON THAMES

KT2 5NF

This is the Schedule referred to in the foregoing Standard Security granted by CURO QUEEN STREET LLP in favour of COLBY CAPITAL II SARL in respect of 78 QUEEN STREET, GLASGOW

PART ONE A

ALL and WHOLE the property known as 78 Queen Street, Glasgow and registered in the Land Register of Scotland under Title Number GLA31879 TOGETHER WITH by way of inclusion and not exception (One) the fixtures and fittings therein and thereon, (Two) the parts, privileges and pertinents thereof and (Three) the Chargor's whole right title and interest present and future in and to the subjects hereinbefore described

PART ONE B

1 Lease between Grafton Estates (Investments) Limited and Fastframe Franchises Limited dated 6 and 19 March and registered in the Books of Council and Session 10 July all 1992

2 Lease between Charlotte House Glasgow Limited and OKO Trading Limited dated 29 April, 6 and 11 May all 2010

3 Lease between Grafton Estates (Investments) Limited and The Secretary of State for Defence dated 5 and 17 February 1993 and registered in the Books of Council and Session on 5 July 1993

4 Lease between Grafton Estates (Investments) Limited and The Secretary of State for Defence dated 5 and 17 February 1993 and registered in the Books of Council and Session on 12 May 1993

PART TWO

The Standard Conditions set out in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended and as may be further amended from time to time) and any lawful variation thereof operative for the time being shall be varied as follows -

- 1 Standard Condition 5 shall be varied to the extent that the insurance maintained shall be to the extent of the full reinstatement value from time to time (meaning the total cost of demolishing (including site clearance, debris removal, shoring or propping up and hoarding) and entirely rebuilding, reinstating or replacing the Security Subjects in the event of their being completely destroyed together with (i) architects', surveyors' and other professional fees (ii) the costs of obtaining planning and other necessary consents and (iii) any VAT chargeable on any such insurance, demolition, rebuilding, reinstatement or replacement costs, professional fees and consent costs) In addition, where the whole or any part of the Security Subjects is let to a third party, an amount equal to the loss of rent under the lease for three years or such longer period as the Lender may require (b) Any contracts and policies of insurance of whatsoever nature which are from time to time taken out by or with the authority of or on behalf of the Chargor relating to the Security Subjects or (to the extent of such interest) in which the Chargor has an interest (such contracts and policies being referred to in this Standard Security as "Policies") will be taken out with the interest of the Lender (in so far as the insurer will permit) endorsed thereon as heritable creditor *primo loco*

(e) The Chargor will immediately notify the Lender upon becoming aware of any damage to or destruction of the Security Subjects or any part of them or any event that might affect any insurance policy relating to the Security Subjects

(f) Subject to the provisions of any lease of all or part of the Security Subjects (including, without limitation, any lease described in Part One of the Schedule), all money which may at any time be received or receivable under any Policies will, subject to obtaining all necessary consents, be applied in replacing, restoring or reinstating the Security Subjects destroyed or damaged or in such manner as the Lender may agree or, after the occurrence of a Default (as defined in the Facility Agreement), as the Lender so directs and the terms of the relevant Policies so permit in or towards satisfaction of the obligations and liabilities secured hereby "

- 2 Standard Condition 6 shall be deleted and replaced by the following -

"6 (a) The Chargor shall not, without the prior written consent of the Lender, grant or agree to grant (whether in exercise or independently of any statutory power) any lease (including, without limitation, sub-lease) or confer upon any person any contractual licence or right to occupy the Security Subjects other than as expressly permitted in the Facility Agreement

(b) The Chargor shall not, without the prior written consent of the Lender, grant or accept a surrender of, vary the terms of, or consent to an assignation, transfer or sub-let of any lease or tenancy of all or any part of the Security Subjects and nor shall the Chargor, without such prior written consent, agree to do any of the foregoing

(e) The Chargor shall not (whether absolutely or in security) sell, assign, transfer or otherwise dispose of all or any part of or interest in the Security Subjects or agree to do so without the prior written consent of the Lender

(f) The Chargor shall not create, agree to create or allow to be created any security, charge (whether fixed or floating) or lien of any kind whatsoever over the Security Subjects without the prior written consent of the Lender (except where the same is in favour of the Lender)

- 3 Standard Condition 9(1) shall be varied as follows -

In addition to the events of default set out in Standard Condition 9(1), the Chargor shall be held to be in default if any of the events constituting a Default (as defined in the Facility Agreement) shall occur

4 Standard Condition 10 shall be varied by adding the following as new Conditions 10(8) and 10(9) -

"(8) If the Lender shall enter into possession of the Security Subjects, the Lender may (at the Chargor's expense and risk and as the agent of the Chargor) remove, store, sell or otherwise deal with any moveable items left in or at the Security Subjects and the Lender shall not be liable to the Chargor for any loss or damage caused by the same and the Lender will pay the net proceeds of sale of such moveable items (after deducting all costs and expenses incurred by the Lender in connection with such removal, storage, and dealing) to the Chargor on demand

(9) The Lender may (in addition to the powers specified in this Standard Condition 10) -

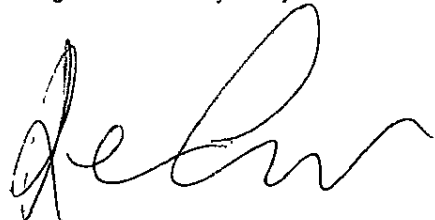
(i) at any time after entering into possession of the Security Subjects relinquish such possession on giving written notice to the Chargor,

(ii) bring or defend any proceedings in the name of the Chargor in relation to the Security Subjects as the Lender thinks fit,

(iii) exercise on behalf of the Chargor all or any of the powers given to landlords and tenants (as the case may be) in respect of the Security Subjects but without incurring any liability in respect of the powers so exercised,

(iv) sell, let, grant licences of, vary the terms of or terminate or accept any surrender of leases or tenancies of all or any part of the Security Subjects or grant any option over all or any part of the Security Subjects on such terms and conditions (including as to the payment of money) as the Lender thinks fit (in its absolute discretion),

(v) do all such other acts and things as may be considered by the Lender to be necessary for or incidental to any of the powers contained in the said Standard Conditions or otherwise preserve, improve, sell or assign the Security Subjects "



For and on behalf of the Chargor

