

78/148489

MG01s

Particulars of a charge created by a company
registered in Scotland



A fee is payable with this form.

We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.



What this form is for

You may use this form to register
particulars of a charge created by a
Scottish company.



What this form is NOT for

You cannot use this form
particulars of a mortgage
created by a company in
and Wales or Northern Ireland.
If this, please use form MG01.

TUESDAY



SCT

S16JGBOA

10/04/2012

#36

COMPANIES HOUSE

1

Company details

Company number

S C 0 3 7 3 2 3

Company name in full

Compco Holdings Limited (the "Chargor")

For official use

8

→ **Filling in this form**

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d6 m0 m3 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description

Bond and Floating Charge (the "Charge")

4

Amount secured

Please give us details of the amount secured by the charge.

Amount secured

All present and future obligations and liabilities
of the Obligors to the Security Trustee and each of
the Finance Parties under each of the Finance
Documents (and whether originally owing to that
Finance Party or purchased or acquired by that
Finance Party), whether actual, contingent, sole,
joint and/or several or otherwise, including
without limitation, all obligations to indemnify
the Security Trustee and each of the other Finance
Parties (the "**Secured Liabilities**")

Please see MG01 C1 for definitions.

Continuation page

Please use a continuation page if
you need to enter more details.

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name

Bank of Scotland plc as agent and security trustee for each of the Finance Parties (the "Security Trustee")

Address

The Mound

Edinburgh

Postcode

E H 1 1 Y Z

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

1. FLOATING CHARGE

1.1 The Chargor as security for the payment and discharge of all the Secured Liabilities HEREBY GRANTS in favour of the Security Trustee a floating charge over the whole of the Security Assets.

1.2 All the security created under the Charge;

1.2.1 is created in favour of the Security Trustee as agent and security trustee for each of the Finance Parties;

1.2.2 is created over present and future assets of the Chargor;

1.2.3 is security for the payment of all the Secured Liabilities; and

1.2.4 is granted with absolute warrandice.

1.3 Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 3.1 so that the floating charge created shall be a "qualifying floating charge" for the purposes of that paragraph.

Please see MG01s C3 for continuation.

7 **Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①**

1.1 The floating charge hereby created shall rank as provided in the Intercreditor Deed and shall, subject thereto and to Section 464(2) of the Companies Act 1985, rank in priority to any fixed security which shall be created by the Chargor after its execution hereof, other than a fixed security in favour of the Security Trustee for itself and/or as trustee aforesaid, and to any other floating charge which shall be created by the Chargor after its execution hereof and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the floating charge created by the Charge.

1.2 Except with the prior written consent of the Security Trustee, the Chargor shall not during the Security Period create, incur, assume or permit to subsist any Security on all or any part of the Security Assets other than a Permitted Security.

1.3 Except with the prior written consent of the Security Trustee or as expressly permitted by the terms of any Finance Document, the Chargor shall not sell, feu, transfer, lease, hire out, lend, discount, factor, charge or otherwise dispose of, deal in or remove all or any of the Security Assets.

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

Please use a continuation page if you need to enter more details.

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8 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission, allowance or discount

N/A

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10 Signature ②

Please sign the form here.

Signature

Signature

X 

FOR AND ON BEHALF OF
MACLAY MURRAY & SPENS LLP

X

② Signature

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

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Stuart Fitzsimmons

Company name Maclay Murray & Spens LLP

Address 1 George Square

Post town Glasgow

County/Region

Postcode G 2 1 A L

Country United Kingdom

DX GW67

Telephone 0141 248 5011



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 deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



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 charge.

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

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Amount secured

Please give us details of the amount secured by the charge.

Amount secured

"Facility Agreement" means the facilities agreement dated 11 June 2003 among, *inter alios*, the Chargor and Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) (in various capacities) as amended on 26 April 2004 and as amended and restated by an amendment and restatement agreement dated 13 August 2008 and amended by an amendment agreement dated 29 September 2008 and amended and restated by an amendment and restatement agreement dated 23 December 2010 and as further amended and restated by an amendment and restatement agreement dated on or around the date of the Charge.

"Finance Documents" has the meaning given to it in the Facility Agreement.

"Finance Parties" has the meaning given to it in the Facility Agreement.

"Obligors" has the meaning given to it in the Facility Agreement.

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"Agent" means Bank of Scotland plc acting as agent for each of the Finance Parties.

"AIB Security" means the following security, in each case in favour of Anglo Irish Bank Corporation Limited:

(a) the share charge granted by Compco Holdings Limited in favour of Anglo Irish Bank Corporation Limited over the shares held by it in Compco Camden Limited dated 7 July 2010; and

(b) the charges granted by Haigside Limited in favour of Anglo Irish Bank Corporation Limited over, amongst other assets, (i) its beneficial interests in the Bold Street Properties and Wolstenholme Square Properties, (ii) rental income derived from the Bold Street Properties and the Wolstenholme Square Properties and (iii) shares in any management or similar company relating to Haigside Limited's beneficial interest in the Bold Street Properties and the Wolstenholme Square Properties and dated 23 February 2007, 17 May 2007 and 12 March 2008;

"Bold Street Properties" has the meaning given to it in the Facility Agreement.

"Security Assets" means the whole of the property (including uncalled capital) which is or may be from time to time while the Charge is in force comprised in the property and undertaking of the Chargor but excluding any assets that are subject to the AIB Security (in its current form at the date of the Charge and which cannot be amended other than with the prior written consent of the Agent) until such time as the relevant AIB Security is released.

"Wolstenholme Square Properties" has the meaning given to it in the Facility Agreement.

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7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

"**Intercreditor Deed**" means the intercreditor deed dated on or around 11 June 2003 (as amended and restated on 26 March 2012) between the Obligors, Bank of Scotland plc (in various capacities) and others.

"**Permitted Security**" has the meaning given to it in the Facility Agreement.

"**Security**" means a mortgage, charge (whether fixed or floating), encumbrance, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Period**" means the period beginning on the date of the Charge and ending on the date upon which all the Secured Liabilities (actual or contingent) which have arisen or which may arise have been irrevocably paid and discharged or the floating charge hereby created has been finally released and discharged.

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 37323

CHARGE NO. 8

I HEREBY CERTIFY THAT A CHARGE CREATED BY COMPCO
HOLDINGS LIMITED

ON 26 MARCH 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 10 APRIL 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 13 APRIL 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES