

191831/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House

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

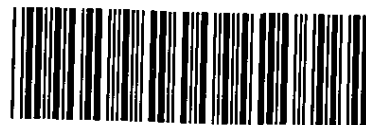
For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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,
scanned and placed on the public record. **Do not send the original**

WEDNESDAY



S3KH2NEX

SCT

12/11/2014

#82

COMPANIES HOUSE

1 Company details

Company number **S C 0 6 4 7 8 2**
Company name in full **KNIGHT PROPERTY GROUP PLC**

28 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 **3 0 7 0 2 0 1 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 **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE**

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.

MR01

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.	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".
Brief description	AREAS OF GROUND AT PROSPECT PARK, PROSPECT ROAD, WESTHILL, ABERDEEN TITLE NUMBER ABN111454	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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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. <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
Signature	Please sign the form here. Signature X  X FOR AND ON BEHALF OF PINEVIEW WASSONS LLP 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 TM18/0005R.007137

Company name PINSENT MASONS LLP

Address 13 QUEENS ROAD

Post town ABERDEEN

County/Region

Postcode A B 1 5 4 Y L

Country UK

DX AB32

Telephone 01224 377900

**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: 64782

Charge code: SC06 4782 0028

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th October 2014 and created by KNIGHT PROPERTY GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th November 2014.

Given at Companies House, Edinburgh on 18th November 2014



Companies House



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

WE, KNIGHT PROPERTY GROUP PLC a company incorporated in Scotland with registered number SC064782 and having our registered office at 62 Queen's Road, Aberdeen, AB15 4YE (hereinafter referred to as the "Chargor") CONFIRM and DECLARE that, in this Standard Security;

(a) unless the context otherwise required or unless otherwise defined or provided for, words and expressions shall have the same meanings as are attributed to them under the Facilities Agreement (as hereinafter defined);

(b) the following words and expressions shall have the respective meanings given to them, namely:-

"Agent" means ~~The Royal Bank of Scotland plc~~ a company incorporated under the Companies Acts (company number SC090312) and having its registered address at 36 St Andrew Square, Edinburgh, EH2 2YB as agent of the other Finance Parties, which expression shall include any successor agent, permitted assignee and permitted transferee;

"Event of Default" means any event or circumstance specified as such in Clause 26 (Events of Default) of the Facilities Agreement;

"Facilities Agreement" means the term and revolving facilities agreement dated 8 September 2011 and amended and restated on each of 7 December 2011, 20 December 2012 and 30 September 2014 amongst *inter alios* the Chargor, The Royal Bank of Scotland plc as Arranger, Original Lender, Original Hedge Counterparty, Agent and Security Trustee, as the same may be amended, supplemented, novated, extended or restated from time to time;

"Finance Document" means the Facilities Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Chargor.

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender or a Hedge Counterparty and "Finance Parties" means all of them;

"Lender" means:-

(a) any Original Lender; and

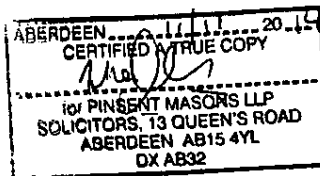
(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 27 (Changes to the Lenders) of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement;

"Party" means a party to the Facilities Agreement, which expression shall include any successor party, permitted assignee and permitted transferee;

"Secured Obligations" means all or any monies, obligations and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner by the Chargor to the Security Trustee and/or the Finance Parties or any of them under any of the Finance Documents, whether actually or contingently and whether incurred solely, severally, jointly, jointly and severally or in any other manner or capacity together with (a) any claim for damages or restitution in the event of the rescission or avoidance of any of those obligations or liabilities; and (b) any amount which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

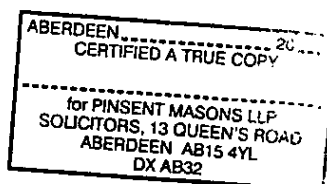
"Security Trustee" means The Royal Bank of Scotland plc a company incorporated under the Companies Acts (company number SC090312) and having its registered address at 36 St Andrew Square, Edinburgh, EH2 2YB for itself as a Secured Party and in its capacity as security trustee for the Secured Parties, which expression shall include any successor security trustee appointed from time to time; and



(c) the provisions of Clause 1.2 (*Construction*) of the Facilities Agreement apply to this Standard Security as though they were set out in full in this Standard Security, except that references to the Agreement are construed to be references to this Standard Security;

And WE the Chargor HEREBY UNDERTAKE to the Security Trustee to pay and discharge the Secured Obligations; For which we the Chargor GRANT a Standard Security in favour of the Security Trustee over ALL and WHOLE subjects being the areas of ground at Prospect Park, Prospect Road, Westhill being the subjects registered in the Land Register of Scotland under title number ABN111454; Together with (One) the fittings and fixtures in and upon the said subjects in so far as the Chargor has right thereto; (Two) the pertinents, rights and privileges; and (Three) the Chargor's whole rights, title and interest, present and future, in and to the said subjects and others (which said subjects hereinbefore described are hereinafter referred to as the "Property");

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act, 1970 and any lawful variation thereof operative for the time being (hereinafter, varied as aforesaid, referred to as the "Act") shall apply; And the Chargor agree that (One) the Standard Conditions shall be varied insofar as lawful and applicable by the Facilities Agreement under declaration that, in the event of there being any inconsistency between the terms of this Standard Security and the terms of the Facilities Agreement, the terms of the Facilities Agreement shall prevail; (Two) the whole terms, undertakings, powers, rights, provisions and others contained in the Facilities Agreement and applicable to the Property shall be incorporated and shall be held to be repeated herein *mutatis mutandis*; (Three) If the Security Trustee shall enter into possession of the Property the Security Trustee shall be entitled (if the Security Trustee thinks fit) at the expense and risk of the Chargor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Property and not removed within fourteen days of the Security Trustee entering into possession, without the Security Trustee being liable for any loss or damage occasioned by the exercise of this power but the Security Trustee shall, however, be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by the Security Trustee in relation to such furniture, goods, equipment or other moveable property; (Four) the Chargor shall not create, or agree to create, a subsequent security over the Property or any part thereof (other than any Permitted Security) or to assign or convey the same interest or any part thereof to any person without the prior written consent of the Security Trustee, which consent, if granted, may be so granted subject to such conditions as the Security Trustee may see fit to impose and, without prejudice to the effect of Section 13(1) of the Act (and the foregoing provisions of this Standard Security), if the Security Trustee receives notice of any subsequent security or other like interest affecting the Property or any part or part thereof, the Security Trustee shall be entitled (whether or not consent has been given) to close any account or accounts with the Chargor in the books of the Security Trustee and to open a new account or accounts in place thereof and, if the Security Trustee does not do so, the Security Trustee shall nevertheless be treated as if it had done so at the time it received notice and, as from that time, all payments made by the Chargor to the Security Trustee shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Chargor to the Security Trustee at the time when the Security Trustee received the notice and, if the Chargor shall have more than one account with the Security Trustee, the Security Trustee may, at any time without notice, forthwith transfer all or any part of any balance standing to the credit of any one of such accounts to any other account which is in debit; (Five) for the purposes of Standard Condition 9 of Schedule 3 to the Act, the Chargor shall be held to be in default in addition to the grounds specified in said Standard Condition 9 on the occurrence of any Event of Default; (Six) the Security Trustee may at any time (without notice or consent) assign this Standard Security to any person and in case of any such assignation, the assignee shall have the benefit of all the obligations by the Chargor and the provisions contained in this Standard Security and may at any time thereafter exercise all rights and remedies of the Security Trustee for securing the Secured Obligations; (Seven) a certificate signed by an authorised signatory on behalf of the Security Trustee shall, save in the case of manifest error, conclusively constitute the amount of the Security Obligations at the relevant time for all purposes of this Standard Security; and (Eight) the Chargor shall, at its own expense, take whatever action the Security Trustees may require for (a) perfecting or protecting the security intended to be created by this Standard Security and (b) facilitating the realisation of the Property or the exercise of any right, power or discretion exercisable by the Security Trustee or any of its delegates or sub-delegates in respect of the Property, including the execution of any transfer, conveyance, assignation or assurance whether to the Security Trustee or to its nominees and the giving of any notice, order or direction and the making of any registration,



which in any such case, the Security Trustee may think expedient; Declaring that each and every provision of this Standard Security shall be separately given the fullest effect permitted by law and, if at any time one or more of the provisions of this Standard Security shall be or become unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not, in any way, be affected or impaired thereby and the provision or provisions affected by any such unenforceability shall be given effect in all other respects other than that in which it is/they are unenforceable; And the Chargor grants warrandice but excepting therefrom (1) the lease between KRE Developments LLP and Proserv UK Limited dated 19 and 30 September and registered in the Books of Council and Session on 3 October both months of 2013 (2) the lease between KRE Developments LLP Limited and Bluesky Business Space Limited dated 8 March and registered in the Books of Council and Session on 11 April both months of 2013 (3) lease between KRE Developments LLP and Teekay Petrojarl UK Limited and Teekay Corporation dated 22 May, 12 June and 11 July and registered in the Books of Council and Session on 19 November all months of 2013; And the Chargor consents to the registration hereof and of any certificate referred to in Clause (Seven) above for preservation and execution; This Standard Security will be governed by Scots law and the Chargor hereby prorogate the jurisdiction of the Scottish Courts: IN WITNESS WHEREOF these presents consisting of this and the two preceding pages are subscribed as follows:-

SUBSCRIBED for and on behalf of
KNIGHT PROPERTY GROUP PLC
at ~~Leith~~ Aberdeen
on the tenth day

of October 2014
by

Gordon Middleton Director

GORDON IAN MIDDLETON Full Name

before this witness

Frances B.G. Evans Witness

FRANCES BRIDGET GERARDINE EVANS Full Name

COMMERCIAL HOUSE Address
2 RUBBAN TERRACE, ABERDEEN