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

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

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this**
You may nc
register a cl
instrument.

THURSDAY

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SCT 10/07/2014 #19
COMPANIES HOUSE

ation, please
ce at:
ouse.gov.uk

This form **must be delivered to the Registrar for 21 days** beginning with the day after the date of cre delivered outside of the 21 days it will be rejected u 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

For official use

Company number	S C 2 5 0 4 7 3
Company name in full	LOREBURNE CENTRE LIMITED ("BORROWER")

→ **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 2 d 6 m 0 m 6 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	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND
	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 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

The Borrower as beneficial owner charges by way of fixed charge the Deposit and all the entitlements to interest the right to repayment and other rights and benefits accruing to or arising in connection with the Deposit.

"**Deposit**" means any sum or sums which are deposited in the Security Account;

"**Security Account**" means account number ******11, sort code **-**-** opened or to be opened in the name of the Borrower and all rights of the Borrower in relation to such account including, without prejudice to the generality of the above, all interest accredited to such account.

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**

MR01
Particulars of a charge

8 Trustee statement ❶

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.

☐

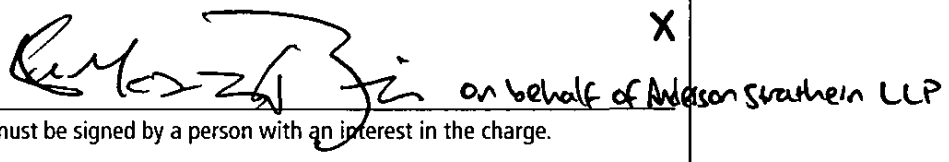
❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X  X

on behalf of Anderson Strathern LLP

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

MR01
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 JDB/EGA/CHJ0001.9

Company name ANDERSON STRATHERN LLP

Address 1 RUTLAND COURT

Post town EDINBURGH

County/Region

Postcode E H 3 8 E Y

Country

DX DX ED3 EDINBURGH 1

Telephone 0131 270 7700

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: 250473

Charge code: SC25 0473 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th June 2014 and created by LOREBURNE CENTRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2014.

Given at Companies House, Edinburgh on 15th July 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

75

DATED THIS 26th DAY OF June 2014

(1) LOREBURNE CENTRE LIMITED

(2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

(AS SECURITY TRUSTEE)

CHARGE ON DEPOSIT ACCOUNT

Certified a true copy

Anderson Strathern LLP
1 Rutland Court
Edinburgh EH3 8EY

Bank of Ireland

40 Mespil Road

Dublin 4

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THIS CHARGE is dated 26th June 2014

BETWEEN:

(1) **LOREBURNE CENTRE LIMITED** (registered in Scotland with company number SC250473) having its registered office at 152 Union Street, Aberdeen, AB10 1QT ("the Borrower"); and

(2) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** having its registered office at 40 Mespil Road, Dublin 4, Ireland and with an address for service in Northern Ireland of 1 Donegall Square South, Belfast BT1 5LR (which shall include the person for the time being deriving title under it and its assigns) ("the Bank") as security trustee for each of the Governor and Company of the Bank of Ireland aforesaid and Bank of Ireland (UK) PLC (company number 07022885) whose registered office is at Bow Bells House, 1 Bread Street, London EC4M 9BE to the extent that any monies or obligations are owed to them (together "the Secured Parties" and each a "Secured Party" which expressions where the context so admits shall include their successors and assigns from time to time)

1. Definitions and Interpretation

1.1 In this Charge unless the context otherwise requires:

"**Deposit**" means any sum or sums which are deposited in the Security Account;

"**Encumbrance**" means any mortgage charge pledge lien assignment hypothecation security interest title retention preferential right or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment;

"CA 1881" means the Conveyancing and Law of Property Act 1881.

"**Security Account**" means account number [redacted], sort code [redacted] opened or to be opened in the name of the Borrower and all rights of the Borrower in relation to such account including, without prejudice to the generality of the above, all interest accredited to such account;

"**Secured Liabilities**" means all monies obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Borrower to the Secured Parties whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever;

1.2 References to Clauses and Schedules are to the clauses and schedules to this Charge.

1.3 Clause headings are inserted for ease of reference only and are not to affect the interpretation of this Charge.

1.4 Except to the extent the context otherwise requires any reference in this document to "this Charge" and any other document referred to in it includes any document expressed to be supplemental to or collateral with or which is entered into pursuant to or in accordance herewith or therewith and shall be deemed to include any instruments amending varying supplementing novating or replacing the terms of any such documents from time to time.

1.5 References to a person are to be construed to include corporations firms companies partnerships individuals associations states and administrative and governmental and other entities whether or not a separate legal entity.

1.6 References to any person are to be construed to include references to that person's successors transferees and assigns whether direct or indirect.

1.7 References to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinated legislation made under or deriving validity from that statutory provision.

1.8 The words "other" and "otherwise" are not to be construed ejusdem generis with any foregoing words where a wider construction is possible.

1.9 The words "including" and "in particular" are to be construed as being by the way of illustration or emphasis only and are not to be construed as, nor shall they take effect as, limiting the generality of any foregoing words.

2. Covenant to Pay

2.1 The Borrower covenants with the Bank as security trustee for the Secured Parties that it will on demand pay and discharge the Secured Liabilities when due to the Bank as security trustee for the Secured Parties.

2.2 The Borrower shall pay interest to the date of payment or discharge (notwithstanding any demand or any judgment obtained by the Bank or a Secured Party or the liquidation or administration of or any arrangement or composition with creditors by the Borrower) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant obligations or liabilities or if no such rate or rates specified at the default rate specified in the relevant facility letter or agreement with the relevant Secured Party upon such days and upon such terms as the Secured Parties may from time to time determine. Such interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Secured Parties but without prejudice to the right of the Secured Parties to require payment of such interest.

2.3 All sums payable by the Borrower under this Charge shall be paid without any set-off counterclaim withholding or deduction whatsoever unless required by law in which event the Borrower will simultaneously with making the relevant payment under this Charge pay to the Bank as security trustee for the Secured Parties such additional amount as will result in the receipt by the Secured Parties of the full amount which would otherwise have been receivable and will supply the Bank promptly with evidence satisfactory to the

Bank and to the Secured Parties that the Borrower has accounted to the relevant authority for the sum withheld or deducted.

3. Charge

3.1 The Borrower as Beneficial Owner and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank as security trustee for the Secured Parties by way of first fixed charge the Deposit and all the entitlements to interest the right to repayment and other rights and benefits accruing to or arising in connection with the Deposit to the intent that such charge shall operate as a release of the Deposit to the Bank as security trustee for the Secured Parties until the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

4. Terms of the Deposit

4.1 The Borrower shall not be entitled to withdraw or transfer all or any part of the Deposit which will not be due and will be held as security by the Bank as security trustee for the Secured Parties until it matures on the earlier of:

4.1.1 The date on which (i) the Secured Parties are under no commitment obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower and (ii) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and

4.1.2 The date on which all or any part of the Secured Liabilities shall become due and payable provided that that part of the Deposit which exceeds the amount so due and payable, if any, shall not so mature and shall continue to be subject to this Clause 4

and at such time or at any time thereafter the Bank may exercise all the powers and rights to which the Bank is entitled under this Charge or by law or statute.

4.2 Any agreement (whether before on or after the date of this Charge) that the Deposit is to be held on fixed time deposit shall be for the purposes of calculation and payment of interest only and shall not prejudice the Bank's rights or obligations under any provision of this Charge. The Bank may unilaterally terminate any such fixed time deposit period at any time and adjust any interest payable by the Bank accordingly.

4.3 If the Deposit is held on fixed time deposit then on the expiry of the relevant fixed time deposit period it shall be re-deposited or successively re-deposited on such terms (including without limitation successive fixed time deposits) as may be agreed from time to time between the Borrower and the Bank as security trustee for the Secured Parties or failing such agreement as may be determined by the Bank as security trustee for the Secured Parties.

5. Right of Set-off

5.1 The Borrower authorises the Bank at any time (without prior notice) to apply the Deposit or the part which has matured in accordance with Clause 4.1 towards satisfaction of all or any of the Secured Liabilities as are then due and payable as the Bank, as security trustee for the Secured Parties, may think fit.

5.2 The Bank is authorised to use all or any part of the Deposit to buy such other currencies as may be necessary to effect the application referred to in Clause 5.1 and the costs of buying such currencies shall be borne by the Borrower and shall form part of the Bank's right of set-off described in Clause 5.1.

6. Representations Warranties and Covenants by the Borrower

6.1 The Borrower represents and warrants to the Bank, and as a separate representation and warranty to each Secured Party, and undertakes to each of them that:

6.1.1 It is and will be the sole absolute and beneficial owner of all the Deposit free from Encumbrances as Beneficial Owner and will not create or attempt to create or permit to arise or subsist any Encumbrance (other than this Charge) on or over the Security Account or all or any part of the Deposit;

6.1.2 It has not sold assigned or otherwise disposed of or agreed to sell assign or dispose of and will not at any time during the subsistence of this Charge sell assign or dispose of or agree to sell assign or otherwise dispose of or agree to dispose of all or any of the Borrower's right title and interest in and to all or any part of the Deposit which are personal to the Borrower and shall not be capable of being so sold assigned or otherwise disposed of;

6.1.3 It has and will at all times have the necessary power to enter into and perform its obligations under this Charge;

6.1.4 This Charge constitutes its legal valid binding and enforceable obligations and is a security over all and every part of the Deposit effective in accordance with its terms;

6.1.5 This Charge does not and will not conflict with or result in any breach or constitute a default under any agreement instrument or obligation to which the Borrower is a party or by which it is bound;

6.1.6 All necessary authorisations and consents to enable or entitle it to enter into this Charge have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Charge;

6.1.7 Within five working days of the date of this Deed, the Borrower will notify the bank or other financial institution with which the Security Account is held (where this is not a Secured Party) as to the creation of the charges contained in this Deed, and shall obtain an acknowledgment from said bank or other financial institution to the charge and authority for the Bank as security trustee for the Secured Parties to deal with the same pursuant to the terms of this Deed in the format attached hereto or otherwise in a format acceptable to the Bank.

7. Continuing Security

7.1 The security constituted by this Charge shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities or any other matter or thing whatsoever including the insolvency liquidation or administration of the Borrower and shall be binding until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

7.2 If the Bank or any Secured Party receives notice (whether actual or otherwise) or any subsequent mortgage or charge affecting the Deposit or any part of it the relevant Secured Party or Secured Parties may open a new account or accounts with the Borrower and, if it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made by the Borrower to the Bank as security trustee for the Secured Parties shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount secured by this Charge at the time when the Bank or Secured Party received or was deemed to have received such notice.

7.3 The Secured Liabilities shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of Section 19 of the CA 1881 immediately on the execution of this Charge and Section 20 of the CA 1881 (restricting the power of sale) Section 24 of the CA 1881 (restricting the power to appoint a receiver) and Section 17 of the CA 1881 (restricting the right of consolidation) shall not apply to this Charge.

8. Power of Attorney

8.1 The Borrower by way of security irrevocably appoints the Bank as security trustee for the Secured Parties to be the attorney of the Borrower (with full powers of substitution and delegation) for the Borrower and in its name or otherwise and on its behalf and as its act and deed to sign seal execute deliver perfect and do all deeds instruments notices documents acts and things which the Borrower may or ought to do under the covenants and provisions contained in this Charge and generally its name and on its behalf to exercise all or any of the powers authorities and discretions conferred by or pursuant to this Charge or by the CA 1881 on the Bank and to execute and deliver and otherwise perfect any deed assurance agreement instrument or act which it may deem proper in the exercise of all or any of the powers authorities and discretions conferred on the Bank pursuant to this Charge.

8.2 The Borrower ratifies and confirms and agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of Clause 8.1 and all money expended by any such attorney shall be deemed to be expenses incurred by the Bank under this Charge.

9. Further Assurances

9.1 Without prejudice to anything else contained in this Charge the Borrower shall at any time at the request of the Bank but at the cost of the Borrower promptly sign seal execute deliver and do all deeds instruments notices documents acts and things in such form as the Bank may from time to time require for perfecting or protecting the security over the whole or any part of the Deposit or for facilitating its realisation.

10. Currency Indemnity

10.1 If under any applicable law or regulation or pursuant to a judgment or order being made or registered against the Borrower or the liquidation of the Borrower or without limitation for any other reason any payment under or in connection with this Charge is made or falls to be satisfied in a currency (the "payment currency") other than the currency in which such payment is expressed to be due under or in connection with this Charge (the "contractual currency") then to the extent that the amount of such payment actually received by the Bank as security trustee for the Secured Parties when converted into the contractual currency at the rate of exchange falls short of the amount due under or in connection with this Charge the Borrower as a separate and independent obligation shall indemnify and hold harmless the Bank and each Secured Party against the amount of such shortfall. For the purposes of this Clause "rate of exchange" means the rate at which the Bank is able on or about the date of such payment to purchase, in accordance with its normal practice, the contractual currency with the payment currency and shall take into account (and the Borrower shall be liable for) any premium and other costs of exchange including any taxes or duties incurred by reason of any such exchange.

11. Costs

11.1 All costs charges and expenses incurred by the Bank and the Secured Parties in relation to this Charge or the Secured Liabilities shall be reimbursed by the Borrower to the Bank as security trustee for the Secured Parties on demand on a full indemnity basis and until so reimbursed shall carry interest as mentioned in Clause 2 from the date of payment to the date of reimbursement.

12. Miscellaneous

12.1 No delay or omission on the part of the Bank in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.

12.2 The Bank's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.

12.3 Any waiver by the Bank of any terms of this Charge or any consent or approval given by the Bank under it shall only be effective if given in writing

and then only for the purpose and upon the terms and conditions if any on which it is given.

12.4 The security constituted by this Charge shall be in addition to and shall not be prejudiced determined or affected by nor operate so as in any way to determine prejudice affect or merge in any Encumbrance which the Bank as security trustee for the Secured Parties may now or at any time in the future hold for or in respect of the Secured Liabilities or any of them and shall not be prejudiced by time or indulgence granted to any person or any abstention by the Bank or any Secured Party in perfecting or enforcing any remedies securities guarantees or rights it may now or in the future have from or against the Borrower or any other person or any waiver release variation act omission forbearance unenforceability indulgence or invalidity of any such remedy security guarantee or right.

12.5 If at any time any one or more of the provisions of the Charge is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction neither the legality validity or enforceability of the remaining provisions of this Charge nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

12.6 Any statement certificate or determination of a Secured Party as to the Secured Liabilities the Deposit or without limitation any other matter provided for in this Charge shall be in the absence of manifest error be conclusive and binding on the Borrower.

12.7 A person that is not a party to this deed, has no rights under it and may not enforce a right to, or enjoy the benefit of, any term of this deed under the Contracts (Rights of Third Parties) Act 1999.

13. Communications

13.1 Every notice demand or other communication under this Charge shall be in writing and may be delivered personally or by letter or facsimile transmission despatched by the Bank as security trustee for the Secured Parties to the Borrower to registered or principal office the time being or to such other address and/or facsimile number as may be notified in accordance with this Clause by the Borrower to the Bank for such purpose.

13.2 Every notice demand or other communication shall be deemed to have been received (if sent by post) twenty-four hours after being posted first class postage prepaid (if posted form and to an address within the United Kingdom) and (if delivered personally or despatched by facsimile transmission) at the time of delivery or despatch if during normal business hours on a working day in the place of intended receipt and otherwise at the opening of business in that place on the next succeeding such working day.

14. Governing Law and Jurisdiction

14.1 This Charge is governed by and shall be construed in accordance with Northern Irish law and the parties hereto submit to the exclusive jurisdiction of the Courts of Northern Ireland.

IN WITNESS whereof the Borrower has executed and delivered this Charge as a Deed the day and year first before written.

~~**PRESENT WHEN** the common seal of the Assignor was affixed hereto the day and year first herein written~~:

EXECUTED AS A DEED by

LOREBURNE CENTRE LIMITED

acting by Michael Arthur Herbert, a Director

Director

in the presence of:

Signature of Witness

BRENDAN GUINNESS

Name of Witness

37/41 HIGH STREET

BELFAST

Address of Witness

SOLICITOR

Occupation of Witness

NOTIFICATION, AUTHORITY AND ACKNOWLEDGEMENT OF CHARGE ON DEPOSIT ACCOUNT

1. Notification of Charge

To: The Manager

Name and address of Financial Institution: _____

_____

_____

Account Number: _____

with you In the name(s) of: _____

("the Customer(s)")

We request that you note that the customer(s) has/have by a Charge dated _____ charged to the Governor and Company of the Bank of Ireland as security trustee for the Governor and Company of the Bank of Ireland and Bank of Ireland (UK) PLC ("the Security Trustee") the monies in the above account. Please also note that the acknowledgement/statement/confirmation with the relative official withdrawal form and the notice of withdrawal will be given by us.

You will find at Section 2 overleaf the customer(s)' authority to remit all monies in the Account to the Security Trustee.

Kindly acknowledge receipt of this letter at Section 3 below and let us know at your earliest convenience whether you have any right of set-off or consolidation in respect of the monies in this account and whether you have received notice of any prior assignment or charge of the same.

Dated this [ ] day of [ ] 20 [ ]

_____ On behalf of the Security Trustee

2. Customer(s)' authority

To: The Manager

Name and address of Financial Institution: _____

_____

_____

Account Number: _____ with you.

With reference to the above I/we, the above account holder(s) authorise you to remit all monies in the account that may become due and payable direct to the Governor and Company of the Bank of Ireland as security trustee for the Governor and Company of the Bank of Ireland and Bank of Ireland (UK) PLC, 1 Donegall Square South, Belfast BT1 5LR ("the Security Trustee"), whose receipt shall be your sufficient discharge.

I/we further authorise you to accept from the Security Trustee such notice calling for repayment of monies in the above account as may be requisite. These instructions are irrevocable unless the Security Trustee should consent to their cancellation in writing.

Dated this [ ] day of [ ] 20 [ ]

_____ Account Holder

_____ Account Holder

3. Acknowledgement of Receipt

I hereby acknowledge receipt of the above notice and undertake to act in accordance with it.

Dated this [ ] day of [ ] 20 [ ]

Signed on behalf of

[ ]

Authorised Signatory

[ ]

[ ]