

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 form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR



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30/08/2013

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COMPANIES HOUSE

This form **must be delivered to the Registrar for registration with 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 S C 3 9 1 7 6 4
Company name in full URBICUS LIMITED ("the Chargor")

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 2 1 0 8 2 0 1 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 THE ROYAL BANK OF SCOTLAND PLC ("the Chargee")

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

(i) standard security granted by Glanmore Investments Limited in favour of Royal Bank of Scotland plc as security trustee (of which interest the Chargor by virtue of a deed of resignation and appointment is now in right) over the subjects known as and forming 164 to 178 Argyle Street, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22 and 24 Union Street and 7 to 9 Mitchell Street, Glasgow G1 3QX, registered in the Land Register of Scotland under Title Number GLA89911 on 12 September 2012;

and

(ii) standard security granted by Glanmore Investments Limited in favour of Royal Bank of Scotland plc as security trustee (of which interest the Chargor by virtue of a deed of resignation and appointment is now in right) over the subjects known as and forming 164 to 178 Argyle Street, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22 and 24 Union Street and 7 to 9 Mitchell Street, Glasgow G1 3QX, registered in the Land Register of Scotland under Title Number GLA89911 on 24 December 2012.

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

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.

☒ [x]

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

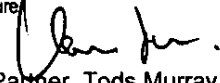
9

Signature

Please sign the form here.

Signature

Signature

☒ 

Partner, Tods Murray LLP (Agents for & on behalf of the Chargee)

☒

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 **NXC.RMM.R00507.1240**

Company name
Tods Murray LLP

Address **Edinburgh Quay**

133 Fountainbridge

Post town **Edinburgh**

County/Region

Postcode **E H 3 9 A G**

Country

DX **DX ED58 Edinburgh**

Telephone **0131 656 2000**



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: 391764

Charge code: SC39 1764 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st August 2013 and created by URBICUS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th August 2013.

Given at Companies House, Edinburgh on 2nd September 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EDINBURGH 30 AUGUST 2013
CERTIFIED A TRUE COPY, SAVE FOR
MATERIAL REDACTED PURSUANT TO
S.859G OF THE COMPANIES ACT 2006.


FOR TODS MURRAY LLP
NEIL CAMPBELL
SOLICITOR

Execution Version

STANDARD SECURITY

by

URBICUS LIMITED
(as Chargor)

in favour of

THE ROYAL BANK OF SCOTLAND PLC
(as Security Trustee)

Re: **Standard Securities over
164 to 178 Argyle Street,
4, 6, 8, 10, 12, 14, 16, 18, 20, 22
and 24 Union Street, and
7 to 9 Mitchell Street, Glasgow,
registered in the Land Register of
Scotland on (i) 12 September
2012 and (ii) 24 December 2012**

Title Number: **GLA89911**

12 AUGUST 2013

RMM.NXC.R00507.1240

FAS NO 8646



TODS MURRAY LLP
SOLICITORS

Edinburgh Quay 133 Fountainbridge Edinburgh EH3 9AG

Tel 0131 656 2000 Fax 0131 656 2020 DX ED58

Also at: 33 Bothwell Street Glasgow G2 6NL Tel 0141 275 4771 Fax 0141 275 4781 DX 512815-Glasgow Central

Email maildesk@todsmurray.com

www.todsmurray.com

STANDARD SECURITY by:

- (1) **URBICUS LIMITED** incorporated under the Companies Acts (Registered Number SC391764) and having their registered office at 36 North Castle Street, Edinburgh, Lothian, EH2 3BN in its capacity as Security Trustee under (and as defined in) the Glanmore Loan Facility Agreement (the "**Chargor**")

IN FAVOUR OF:

- (2) **THE ROYAL BANK OF SCOTLAND PLC** incorporated under the Companies Acts (Registered Number SC090312) and having a place of business at Kirkstane House, 139 St. Vincent Street, Glasgow, G2 5JF as security trustee for the Finance Parties in terms of the Facility Agreement (as each of those terms are defined below) (the "**Security Trustee**", which expression shall include permitted assignees, transferees and successors in title)

WHEREAS:

- (A) The Security Trustee has entered into a Facility Agreement (as defined below) dated 18 July 2013 under which the Security Trustee (in its capacity as original lender under the Facility Agreement) has agreed to provide a term loan facility to Galway (as defined below);
- (B) By virtue of an English law deed of resignation and appointment dated 8 August 2013 entered into between, *inter alios*, the Chargor and the Security Trustee (as original security trustee thereunder), the Chargor has been appointed as Security Trustee under, and is now in right of the heritable creditor's interest in, the Security Subjects (as defined below);
- (C) As security for the term loan facility provided by The Royal Bank of Scotland plc (in its capacity as original lender under the Facility Agreement) to Galway, the Chargor has agreed to enter into this Standard Security in favour of the Security Trustee.

THE CHARGOR HEREBY AGREES AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Standard Security:

"**Event of Default**" shall have the same meaning as set out in the Facility Agreement;

"**Exceptions from Warrandice**" means any documents, deeds, rights and others detailed in part 2 of the Schedule.

"**Facility Agreement**" means the facility agreement dated 18 July 2013 and entered into among, *inter alios*, Galway and the Security Trustee (as amended, varied, extended, supplemented, novated or restated from time to time);

"**Finance Documents**" shall have the same meaning as set out in the Facility Agreement;

"**Finance Parties**" and each a "**Finance Party**" shall have the same meaning as set out in the Facility Agreement;

"**Galway**" means **GALWAY II S.À.R.L.** (formerly known as Trinity Investments S.à.r.l.), a *société à responsabilité limitée*, having its registered seat at 65 boulevard Grande-Duchesse Charlotte, registered with the Luxembourg Register of Commerce

and Companies under the number B 177826 and having a share capital of EUR 12,500;

"Glanmore Loan Facility Agreement" means the facility agreement between, *inter alios*, The Royal Bank of Scotland plc (as original lender) and The Glanmore Property Fund Limited originally dated 12 July 2007 (as amended, restated and/or supplemented on 11 December 2007, 23 May 2009 and 21 December 2012 and otherwise from time to time).

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by Galway or by some other person) of Galway to the Secured Parties (or any of them) under each of the Finance Documents;

"Secured Parties" and each a **"Secured Party"** shall have the same meaning as set out in the Facility Agreement;

"Security Deed" means the security deed dated on or around the date of this Standard Security between the Chargor and the Security Trustee;

"Security Subjects" means the security subjects detailed in Clause 3 of this Standard Security; and

"Standard Conditions" means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended (the **"Act"**), and any lawful variation thereof operative for the time being.

1.2 In this Standard Security terms defined in the Facility Agreement shall, unless otherwise defined herein, have the same meaning herein.

1.3 References to:-

1.3.1 statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;

1.3.2 **"Including"** shall not be construed as limiting the generality of the words preceding it;

1.3.3 words importing the singular shall include the plural and *vice versa* and words denoting any gender shall include all genders;

1.3.4 this Standard Security and to any provisions of it or to any other document referred to in this Standard Security shall be construed as references thereto as amended, varied, supplemented, restated, substituted or novated from time to time and in however fundamental a manner;

1.3.5 any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;

- 1.3.6 any person are to be construed to include that person's (and any subsequent person's) successors in title and any permitted assignees or transferees (whether direct or indirect) in accordance with their respective interests;
- 1.3.7 clause headings are for ease of reference only and are not to affect the interpretation of this Standard Security;
- 1.3.8 clauses and sub-clauses are references to clauses and sub-clauses in this Standard Security unless otherwise indicated.

2 SECURED OBLIGATIONS

- 2.1 The Chargor acknowledges that security rights and interests created, made or given under this Standard Security shall be held by the Security Trustee for the Finance Parties upon and subject to the terms and conditions of the Finance Documents.
- 2.2 Any covenant by the Chargor to pay the Secured Obligations is hereby excluded.

3 STANDARD SECURITY

In security of the payment and discharge of the Secured Obligations the Chargor HEREBY GRANTS a standard security in favour of the Security Trustee over ALL and WHOLE (i) the standard security granted by Glanmore Investments Limited in favour of Royal Bank of Scotland plc as security trustee (of which interest the Chargor by virtue of a deed of resignation and appointment is now in right) over the subjects known as and forming 164 to 178 Argyle Street, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22 and 24 Union Street and 7 to 9 Mitchell Street, Glasgow G1 3QX, registered in the Land Register of Scotland under Title Number GLA89911 on 12 September 2012 and (ii) the standard security granted by Glanmore Investments Limited in favour of Royal Bank of Scotland plc as security trustee (of which interest the Chargor by virtue of a deed of resignation and appointment is now in right) over the subjects known as and forming 164 to 178 Argyle Street, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22 and 24 Union Street and 7 to 9 Mitchell Street, Glasgow G1 3QX, registered in the Land Register of Scotland under Title Number GLA89911 on 24 December 2012 (the standard securities together being the "Security Subjects"), together with its whole right, title and interest, present and future therein and thereto.

4 THE STANDARD CONDITIONS

- 4.1 The Standard Conditions shall apply and the Chargor agrees that the Standard Conditions shall be varied, in so far as lawful and applicable, in accordance with Clauses 4.2, 4.3 and 7 below.
- 4.2 Standard Conditions 1 to 7 (inclusive) of the Standard Conditions shall not apply to this Standard Security.
- 4.3 The remaining Standard Conditions shall be varied in accordance with the express provisions of this Standard Security and the provisions of the Security Deed.
- 4.4 The Chargor shall not:
 - 4.4.1 create or permit to subsist any Security (as defined in the Facility Agreement) over the Security Subjects; or

4.4.2 sell, transfer or otherwise dispose of the Security Subjects

without the consent of the Security Trustee.

5 ENFORCEMENT

5.1 Upon the occurrence of an Event of Default (as long as it is continuing) or any of the events described in Clause 7.1(b) or (c) of the Security Deed:

5.1.1 the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions and without prejudice to its whole powers under the said Act, the Security Trustee shall be entitled to enforce this Standard Security in accordance with the provisions of the said Act; and

5.1.2 without prejudice to the rights and remedies of the Security Trustee under the Act or otherwise, (a) the Chargor shall on demand grant, execute and deliver a valid assignation of the Security Subjects or any of them in favour of the Security Trustee or any nominee of the Security Trustee and (b) the Security Trustee shall have power to uplift, receive, sue for and discharge all sums and liabilities due and to become due under the Security Subjects and to enforce all the rights and obligations contained or implied therein or thereby and to discharge the same in whole or in part and generally to do whatever is or may be or would, if this deed had not been granted, have been competent to the Chargor in respect thereof, and that without the consent of or notice to the Chargor and on such terms and conditions as the Security Trustee in its absolute discretion may determine, declaring that the exercise or otherwise by the Security Trustee of all or any of the powers hereby conferred shall be without prejudice to and shall in no way restrict or discharge the obligations undertaken by the Chargor herein or otherwise.

6 LIMITED RECOURSE

Notwithstanding any other provision of this Standard Security or the Finance Documents, the liability of the Chargor under this Standard Security and the Finance Documents is limited to the realisation of the proceeds of the disposal of the Security Subjects and accordingly the Security Trustee shall have no recourse to any assets of the Chargor other than the Security Subjects.

7 FACILITY AGREEMENT

7.1 The Chargor, by its execution hereof, acknowledges that it is aware of the terms and provisions of the Facility Agreement. The Chargor further agrees that the provisions of the following Clauses of the Facility Agreement shall apply to this Standard Security and are incorporated herein *mutatis mutandis* and that the terms of this Standard Security shall be varied, in so far as lawful and applicable, in accordance with the said terms of the Facility Agreement:

7.1.1 Clause 29 (*Payment Mechanics*) where references to "the Borrower" in the said provisions shall be read as references to the Chargor; and

7.1.2 Clause 30 (*Set-Off*) where references to "the Borrower" in the said provisions shall be read as references to the Chargor.

8 **WARRANTICE**

The Chargor grants warrantice.

9 **REGISTRATION**

The Chargor consents to registration hereof for preservation.

IN WITNESS WHEREOF these presents consisting of this and the three preceding pages are executed as follows:

SUBSCRIBED for and on behalf of the said
URBICUS LIMITED by

.....
Director / Authorised Signatory
(Print Full Name)

BEN THORSON

at.....EDINBURGH.....

on the 12 day of AUGUST 2013

in the presence of:

.....
Hannah Stevens
(Print Full Name)

.....
125 George Street
Edinburgh
Address

.....

.....
Director / Authorised Signatory
(Signature)

.....
(Signature)