



Registration of a Charge

Company Name: **NIXON BLUE LIMITED**

Company Number: **SC556326**



Received for filing in Electronic Format on the: **28/05/2021**

XA5FMUW8

Details of Charge

Date of creation: **21/05/2021**

Charge code: **SC55 6326 0009**

Persons entitled: **TIER ONE CAPITAL LTD**

Brief description: **ALL AND WHOLE THE AREA OF GROUND LYING ON THE SOUTH SIDE OF ST VINCENT CRESCENT, GLASGOW, BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA230098**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **AIMEE GIBBONS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 556326

Charge code: SC55 6326 0009

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st May 2021 and created by NIXON BLUE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th May 2021 .

Given at Companies House, Edinburgh on 1st June 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

STANDARD SECURITY

by

NIXON BLUE LIMITED

in favour of

TIER ONE CAPITAL LTD (AS SECURITY TRUSTEE)

2021

**In relation to Area of ground lying on the south side of St Vincent Crescent,
Glasgow**

Thorntons Law LLP

1 West Regent Street

Glasgow

G2 1RW

www.thorntons-law.co.uk

Ref: ALG/TI22238.2

STANDARD SECURITY

by

Nixon Blue Limited, a company incorporated in Scotland under the Companies Acts (Company Number SC556326) and having its Registered Office at Radleigh House, 1 Golf Road, Clarkston, G76 7HU (hereinafter referred to as "**the Borrower**");

in favour of

TIER ONE CAPITAL LTD, a company incorporated in England and Wales under the Companies Acts (Company Number 07979654) and having its registered office at 16 Blezard Business Park, Seaton Burn, Newcastle upon Tyne, NE13 6DS acting as security trustee for and on behalf of the Lenders (as defined below) from time to time (the "**Security Trustee**")

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS: -

1 Definitions and Interpretation

In this Standard Security, the following words shall have the following meanings ascribed to them:

the Facility Agent	has the meaning given to that definition in the Loan Agreement;
the Finance Party	a, or any, Finance Party as defined in the Loan Agreement;
NBBL	Nixon Blue (Bridge Street) Limited, a company incorporated in Scotland under the Companies Acts (Company Number SC594870) and having its Registered Office is at Radleigh House, 1 Golf Road, Clarkston, G76 7HU;
NBBL Loan Agreement	the loan agreement made between the lenders, (as defined therein) the Security Trustee, the Facility Agent, the Obligors and NBBL dated on or around the date hereof and as may have been subsequently amended, novated, restated or supplemented from time to time;
the Lenders	the Lender or Lenders as defined in the Loan Agreement;
the Loan Agreement	the loan agreement made between the Lenders, the Security Trustee, the Facility Agent and the Borrower dated on or around the date hereof;
the Obligors	has the meaning given to that expression in the NBBL Loan Agreement;

Property	ALL and WHOLE the area of ground lying on the south side of St Vincent Crescent, Glasgow, being the whole subjects registered in the Land Register of Scotland under Title Number GLA230098;
Secured Liabilities	<p>(a) all present and future obligations and liabilities of the Borrower to the Finance Parties under the Loan Agreement, including without limitation, all sums of principal, interest and expenses, whether actual, contingent, owed solely or jointly and/or severally, and whether as principal debtor or guarantor, including, without limitation, all obligations to indemnify the Finance Parties under the Loan Agreement; and</p> <p>(b) all present and future obligations of the Obligors and/or NBBL to the Finance Parties under the NBBL Loan Agreement, including without limitation, all sums of principal, interest and expenses, whether actual, contingent, owed solely or jointly and/or severally, and whether as principal debtor or guarantee, including, without limitation, all obligations to indemnify the Finance Parties under the NBBL Loan Agreement; and</p>
Standard Conditions	the Standard Conditions specified in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended from time to time) and any lawful variation operative for the time being.

2 **Undertaking to Pay the Secured Liabilities**

The Borrower undertakes to pay to the Security Trustee the Secured Liabilities, when the same fall for payment. The Borrower agrees with the Security Trustee that a certificate signed by or on behalf of the Security Trustee as to the amount, calculation or nature of the Secured Liabilities, or any part of them will, except in the case of manifest and/or demonstrable error, be conclusive and binding upon the Security Trustee.

3 **Grant of Security**

The Borrower, for the due and punctual payment and performance of the Secured Liabilities HEREBY GRANTS a Standard Security to the Security Trustee, over the Property.

4 **The Standard Conditions**

The Standard Conditions and any lawful variation thereof operative for the time being shall apply.

The Standard Conditions shall be varied to the effect that:

- 5.1 the Borrower shall not create or agree to create any subsequent security over the property or any part thereof, except with the prior written consent of the Security Trustee;
- 5.2 the insurance to be effected in terms of Standard Condition 5(a) shall note the interest of the Security Trustee as heritable creditor, and shall provide cover to the extent of the reinstatement cost of the Property, as opposed to the open market value of the Property. Any proceeds paid out under such insurance policy, shall be paid to the Security Trustee, at the option of the Security Trustee to either satisfy the Secured Liabilities or to repair, reinstate or replace loss or damage to the Property in respect of which the insurance proceeds are paid.
- 5.3 The Borrower shall not alter the use of the Property without the prior written consent of the Security Trustee.
- 5.4 In the event of the Security Trustee entering in possession of the Property in terms of the said Conveyancing and Feudal Reform (Scotland) Act 1970 Act, and if the Borrower fails to remove from the Property any moveable items, the Security Trustee shall be entitled at the expense and risk of the Borrower to remove, sell, store or otherwise deal with or dispose of the such items in such manner and upon such terms as the Security Trustee may think fit, subject only to an obligation on the part of the Security Trustee to account to the Borrower for any price received by the Security Trustee for any of the same.

6 Security Trustee

- 6.1 The Security Trustee holds all obligations and liabilities of the Borrower and all the Security Trustee's rights under this Standard Security as agent on behalf of the Finance Parties pursuant to the terms agreed between the Security Trustee and the Finance Parties within the Loan Agreement.
- 6.2 The security created by this Standard Security is created with the benefit of and subject to the provisions of the Loan Agreement, the provisions of which the Borrower hereby acknowledges, including the Security Trustee's right to use monies received by it in respect of the Secured Liabilities to reduce the Secured Liabilities in accordance with the terms of the Loan Agreement.

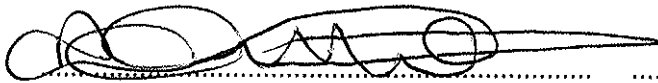
7 Governing Law and Jurisdiction

This Standard Security shall be governed by and construed in all respects in accordance with the Laws of Scotland, and for the benefit of the Security Trustee, the Borrower hereby irrevocably submits to the non-exclusive jurisdiction of the

Scottish Courts, but without prejudice to the ability of the Security Trustee to proceed against the Borrower in any other appropriate jurisdiction.

8 **Warrandice**

The Borrower grants warrandice; IN WITNESS WHEREOF these presents consisting of this and the three preceding pages, are executed for and on behalf of the Borrower as follows:



Director Signature

RICHARD MCFADDEN


Director Full Name

1st MAY 2021

Date of Signing

GLASGOW

Place of Signing



Witness Signature

COLIN MCINTYRE

Witness Full Name

5 PROSPECT AVENUE

GAMBRIAN

GLASGOW G12 8BW

Witness Address