

MR01 1074737666

Particulars of a charge



Companies House



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A fee is payable with this form
Please see 'How to pay' on the last page

☒ **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 MR0

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

This form must be delivered to the Registrar for registration
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**

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02/09/2016

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COMPANIES HOUSE

1 Company details

Company number 05897810

Company name in full GREAT WESTERN (GENERAL PARTNER 2006) LIMITED

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For official use

→ Filing 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 30/08/2016

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 DEUTSCHE PFANDBRIEFBANK AG as Facility Agent

Name

COMPANIES HOUSE

Name

Name

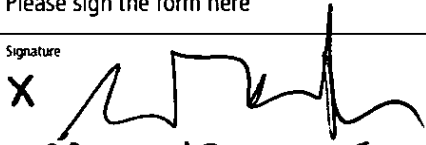
EDINBURGH FRONT DESK

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	
Brief description	<p>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</p> <p>(FIRST) ALL AND WHOLE the subjects lying on the north side of Great Western Road, Drumchapel, Glasgow and a one half pro indiviso share in common car parking area being the whole subjects registered Land Register of Scotland under title number GLA109583 and (SECOND) ALL and WHOLE the subjects on the northeast side Great Western Road, Glasgow being the whole subjects registered Land Register of Scotland under title number GLA118891</p>	<p>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"</p> <p>Please limit the description to the available space</p>
5	Other charge or fixed security	
	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ¹	
	<p>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</p> <p><input type="checkbox"/></p>	<p>¹ This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>FOR AND ON BEHALF OF MACROBERTS LLP</p> <p>This form must be signed by a person with an interest in the charge</p>	

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 Rebecca Pollington (DEU/3/3)

Company name MacRoberts LLP

Address Excel House

30 Sempole Street

Post town Edinburgh

County/Region

Postcode E H 3 8 B L

Country

DX ED 207

Telephone 0131 248 2232



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

DX

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5897810

Charge code: 0589 7810 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th August 2016 and created by GREAT WESTERN (GENERAL PARTNER 2006) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd September 2016

Given at Companies House, Cardiff on 8th September 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

STANDARD SECURITY

by

GREAT WESTERN (GENERAL PARTNER 2006) LIMITED AND
GREAT WESTERN (NOMINEE 2006) LIMITED

In favour of

DEUTSCHE PFANDBRIEFBANK AG
as Facility Agent

Great Western Retail Park, Great Western Road, Glasgow

MACROBERTS

LLP

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Live 35103975 v 2

CERTIFIED A TRUE COPY
SAVE FOR MATERIAL REDACTED PURSUANT
TO S859G OF THE COMPANIES ACT 2006


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MACROBERTS LLP

2/9/2016

STANDARD SECURITY by

GREAT WESTERN (GENERAL PARTNER 2006) LIMITED, a company incorporated under the Companies Acts in England and Wales (Registered Number 05897810) and **GREAT WESTERN (NOMINEE 2006) LIMITED**, a company incorporated under the Companies Acts in England and Wales (Registered Number 05911174) and both having their Registered Office at 7 Albermarle Street, London, W1S 4HQ (the "Chargors")

WHEREAS

- A The Chargors and the Facility Agent consider that the security created by the Chargors under the Existing Standard Securities secures payment of the Secured Liabilities (as defined below), but grant this Standard Security in case it does not
- B This Standard Security is supplemental to the Existing Standard Securities

1. DEFINITIONS AND INTERPRETATION

1.1 In this Standard Security

"Confirmatory Security Agreements" means (i) the English law confirmatory security agreement dated 15 May 2015 between, *inter alios*, the Chargors and the Facility Agent and (ii) the English law confirmatory security agreement dated on or around the date hereof between, *inter alios*, the Chargors and the Facility Agent,

"Credit Agreement" means the (originally £79,555,000) credit agreement originally dated 11 July 2013 between, among others, Sabatelli 3 S a r l as the Company and the Facility Agent as amended and restated by the Supplemental Agreements and as further amended and restated from time to time,

"Event of Default" means an Event of Default in accordance with and as defined in the Credit Agreement,

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

"Existing Security Agreement" means the security agreement dated 12 July 2013 between, *inter alios*, the Chargors and the Facility Agent,

"Existing Standard Securities" means (i) the standard security dated 12 July 2013 granted by the Chargors in favour of the Facility Agent and (ii) the standard security dated 15 May 2015 granted by the Chargors in favour of the Facility Agent,

"Facility Agent" means Deutsche Pfandbriefbank AG, Freisinger Strasse 5, 85716, Unterschleißheim, Germany and registered in England and Wales as a foreign company with number FCO28655) and having its principal place of business in the United Kingdom at 21st Floor, 30 St Mary Axe, London EC3A 8BF as agent and trustee for the Finance Parties in terms of the Credit Agreement,

"Finance Document" has the meaning ascribed to that term in the Credit Agreement,

"Finance Parties" has the meaning ascribed to that term in the Credit Agreement,

"Schedule" means the schedule of two parts annexed and executed as relative hereto,

"Secured Liabilities" means in relation to an Obligor, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of that Obligor to any Finance Party under a Finance Document, including, for the avoidance of doubt, those obligations and liabilities as they are amended by the Supplemental Agreements,

"Security Subjects" means the security subjects detailed in part 1 of the Schedule,

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

"Supplemental Agreements" means (i) the supplemental agreement dated 15 May 2015 between, *inter alios*, Sabatelli 3 S Å R L as the Company and the Facility Agent and (ii) the second supplemental agreement dated on or around the date hereof between *inter alios*, Sabatelli 3 S Å R L as the Company and the Facility Agent

- 1 2 In this Standard Security terms defined in the Credit Agreement, the Existing Security Agreement and in the Confirmatory Security Agreements 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 (in substitution therefor) 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
- 1 4 The Facility Agent shall hold the benefit of this Standard Security on trust for the Finance Parties in accordance with the terms of the Credit Agreement

2. SECURED LIABILITIES

The Chargors undertake to the Facility Agent to pay and discharge the Secured Liabilities in the manner provided for in the Finance Documents provided that neither such undertaking nor the security created by this Standard Security shall extend to or include any liability or sum which would, but for this proviso, cause such undertaking or security to be unlawful or prohibited by any applicable law

3. STANDARD SECURITY

In security of the payment and discharge of the Secured Liabilities the Chargors GRANT a standard security in favour of the Facility Agent over the Security Subjects

4 THE STANDARD CONDITIONS

- 4 1 The Standard Conditions shall apply and the Chargors agree that the Standard Conditions shall be varied, in so far as lawful and applicable, in accordance with Clause 4 2
- 4 2 The representations, warranties, undertakings and covenants relating to the Security Subjects contained in the Finance Documents are incorporated herein, mutatis mutandis, and the Standard Conditions are varied in accordance therewith

5 ENFORCEMENT

- 5 1 The Chargors, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions if an Event of Default occurs and is outstanding and in the event of the Chargors being in default as aforesaid, then without prejudice to any other rights and remedies available to the Facility Agent by virtue of the Standard Conditions or any other security, mortgage, charge or undertaking or in any other manner the Facility Agent will be entitled to exercise any of the remedies available to a creditor on default of a debtor by virtue of the provisions of the said Act

- 5 2 At any time the Chargors are held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions, the Facility Agent may take possession of the Security Subjects (and in so doing shall be deemed to be the agent of the Chargors) and

5 2 1 may at the expense of the Chargors and as the agent of the Chargors remove, store, preserve, sell or otherwise dispose of any moveable items present at the Security Subjects but not the subject of the security created by this Standard Security (save for any moveable items belonging to the tenant of the Chargors or an occupier of the subject of the security created by this Standard Security or any other third party) to the extent such moveable items are not otherwise charged or secured pursuant to the Finance Documents, without being liable to the Chargors for any loss in connection with such disposal (save for any loss which occurs as a result of the Facility Agent's gross negligence, wilful default or fraud) and the Facility Agent will pay the net proceeds of sale of such moveable items (after payment of any proper and reasonable costs incurred in connection with such removal, storage, preservation and disposal) to the Chargors and

5 2 2 exercise as the agent of the Chargors the powers conferred on any Receiver by the Confirmatory Security Agreements as if the powers therein were conferred on the Facility Agent, which clauses are incorporated herein mutatis mutandis,

declaring that in each case the Chargors alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of the Facility Agent (save for any losses or liabilities incurred by the Facility Agent that arise as a result of the Facility Agent's gross negligence, wilful default or fraud) and for liabilities incurred by the Facility Agent

6 WARRANTIES

The Chargors grant warranties but excepting therefrom the Exceptions from Warranties but without prejudice to the right of the Facility Agent to quarrel or impugn the same on any ground of law not inferring warranties against the Chargors

7 REGISTRATION

The Chargors consent to registration hereof for preservation and execution

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

SUBSCRIBED for and on behalf of the said
GREAT WESTERN (GENERAL PARTNER 2006) LIMITED

at St Helier, Jersey
on 17 August 2016
by

Director

Director

before this witness

Witness

Name in Full

Address

FIRST FLOOR OFFICES
LE MASURIER HOUSE
LA RUE LE MASURIER
ST HELEIER, JERSEY, JE2 4YE
CHANNEL ISLANDS

SUBSCRIBED for and on behalf of the said
GREAT WESTERN (NOMINEE 2006) LIMITED

at St Helier, Jersey

on 17 August 2016

by

Director

Director

before this witness

Witness

Name in Full

Address

FIRST FLOOR OFFICES
LE MASURIER HOUSE
LA RUE LE MASURIER
ST HELIER, JERSEY, JE2 4YE
CHANNEL ISLANDS

This is the Schedule referred to in the foregoing Standard Security by Great Western (General Partner 2006) Limited and Great Western (Nominee 2006) Limited in favour of Deutsche Pfandbriefbank AG as Facility Agent

PART 1

SECURITY SUBJECTS

(FIRST) ALL AND WHOLE the subjects lying on the north side of Great Western Road, Drumchapel, Glasgow and a one half pro indiviso share in common car parking area being the whole subjects registered in the Land Register of Scotland under title number GLA109583 and (SECOND) ALL and WHOLE the subjects on the northeast side Great Western Road, Glasgow being the whole subjects registered in the Land Register of Scotland under title number GLA118891

PART 2

THE EXCEPTIONS FROM WARRANTIES

- 1 Lease between Chartwell Land Investments Limited and B & Q plc registered Books of Council and Session 29 May 2002, as varied and/or supplemented,
- 2 Lease between Atlas Investments Limited and Burgerking Limited registered Books of Council and Session 21 March 1996, as varied and/or supplemented,
- 3 Lease between Atlas Investments Limited and Pizza Hut (UK) Limited registered Books of Council and Session 12 March 1996, as varied and/or supplemented,
- 4 Lease between Chartwell Land Investments Limited and Carpetright plc registered Books of Council and Session 26 July 1996, as varied and/or supplemented,
- 5 Lease between Royal Bank of Scotland Trust Company (Jersey) Limited, RBSI Trust Company Limited and A Share & Sons Limited registered Books of Council and Session 1 July 2003, as varied and/or supplemented,
- 6 Lease between Great Western (Nominee 2006) Limited, Great Western (General Partner 2006) Limited and Wren Kitchens Limited dated 27 November and 14 December 2012 and registered Books of Council and Session 7 January 2013, as varied and/or supplemented,
- 7 Lease between Chartwell Land Investments Limited and Harveys Furnishing Group Limited registered Books of Council and Session 26 July 1996, as varied and/or supplemented,
- 8 Lease between Chartwell Land Investments Limited and Sterling Furniture Group Limited registered Books of Council and Session 9 December 1997, as varied and/or supplemented,
- 9 Lease between Great Western (Nominee 2006) Limited and Great Western (General Partner 2006) Limited and Tapi Carpets & Floors Limited registered in the Books of Council and Session on 25 November 2015, as varied and/or supplemented, and
- 10 Extract Lease between Great Western (Nominee 2006) Limited and Great Western (General Partner 2006) Limited and B & M Retail Limited in the Books of Council and Session on 16 February 2016 and, as varied and/or supplemented

*for and on behalf of
Great Western
(Nominee 2006)
Limited*

Director

Director

Director

Director

*for and on behalf of Great Western
(General Partner 2006) Limited*