

MR01

Particulars of a charge

laserform



Go online to file this information
www.gov.uk/companieshouse

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

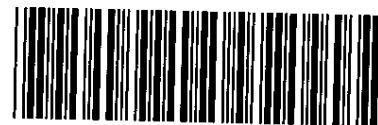
✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

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

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. This will be scanned and placed on the public record. **Do not send the original.**



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SCT

08/01/2018

#174

COMPANIES HOUSE

MONDAY

1 Company details

Company number 0 8 7 0 1 9 7 6

Company name in full Standard Life Investments (SLIPIT Nominee) Limited

0 0 0 2 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 d2 d2 m1 m2 y2 y0 y1 y7

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

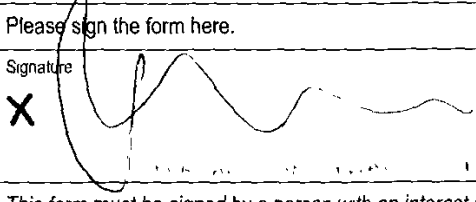
☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

30 JAN 2018

EDINBURGH FRONT DESK

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. Brief description ✓ The whole of the freehold land registered at the Land Registry under title number WK340585; the whole of the freehold land registered at the Land Registry under title number WK259827; and the whole of the freehold land registered at the Land Registry under title number WK270808. ✓ For more details please refer to 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". 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 Please sign the form here. Signature X  X 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 **Alexandra Gibb**

Company name **Pinsent Masons LLP**

Address **Princes Exchange**

1 Earl Grey Street

Post town **Edinburgh**

County/Region

Postcode **E H 3 9 A Q**

Country

DX **DX ED 723301 EDINBURGH 43**

Telephone **0131 225 0149**

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8701976

Charge code: 0870 1976 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2017 and created by STANDARD LIFE INVESTMENTS (SLIPIT NOMINEE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th January 2018.

04

Given at Companies House, Cardiff on 16th January 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 22 December 2017

(1) THE COMPANIES NAMED IN SCHEDULE 1

and

(2) THE ROYAL BANK OF SCOTLAND PLC
as Security Trustee

SUPPLEMENTAL DEBENTURE

We hereby certify that this is a true copy of the original

... Addleshaw Goddard LLP

Date 5/1/2018

Addleshaw Goddard LLP
One St Peter's Square
Manchester
M2 3DE

DESK



Pinsent Masons

THIS DEED is made on

22 December

2017

BETWEEN:

- (1) **THE COMPANIES** whose names and registered offices are set out in Schedule 1 (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** (the "**Security Trustee**") as agent and trustee for itself and each of the Secured Finance Parties (as defined below).

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Definitions

Words and expressions defined or whose interpretation is provided for in the Debenture have the same meanings in this Deed and in addition in this Deed.-

"**Debenture**" means a debenture dated 27 April 2016 made between the Parties

"**Further Land**" means the Land referred to in Schedule 2 (*Further Land*)

"**Parties**" means the parties to this Deed

1.2 Interpretation

The principles of interpretation set out in clause 1 (*Interpretation*) of the Debenture apply to this Deed insofar as they are relevant to it.

1.3 Acknowledgement

The Chargors acknowledge that the Security Trustee enters into this Deed for itself and as trustee for the Secured Finance Parties who shall be entitled to the full benefit of this Deed.

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Trustee.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Third party rights

The provisions of clause 1.7 (*Third party rights*) of the Debenture apply to this Deed as they apply to the Debenture.

2. CREATION OF SECURITY

As a continuing security for payment and discharge of the Secured Liabilities, the Chargors with full title guarantee charge to the Security Trustee all of their right, title and interest from time to time, by way of first legal mortgage, in all Further Land.

3. **DEBENTURE**

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the Chargors mortgaged, charged or assigned to the Security Trustee (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

4. **FURTHER ASSURANCE**

4.1 **Application to Land Registry**

The Chargors consent to the registration against the registered title[s] specified in Schedule 2 (*Further Land*) of:-

4.1.1 a restriction in the form set out in clause 5.3 (*Application to Land Registry*); and

4.1.2 a notice as described in clause 5.3 (*Application to Land Registry*),

of the Debenture

4.2 **Further assurance and delivery of documents**

Clauses 6.1 (*Further assurance*) and 5.2 (*Documents of Title*) of the Debenture apply to this Deed as if the references in those clauses to the Debenture were references to this Deed.

5. **EFFECT ON DEBENTURE**

The Debenture shall continue in full force and effect as supplemented by this Deed.

6. **FURTHER PROVISIONS**

The provisions of clauses 21 (*Notices*), 20.4 (*Counterparts*), 22 (*Governing law*) and 23 (*Enforcement*) of the Debenture apply to this Deed as they apply to the Debenture.

EXECUTED AND DELIVERED AS A DEED by the Chargors and executed by the Security Trustee on the date set out at the beginning of this Deed.

SCHEDULE 1

CHARGORS

Company Name	Company No
Standard Life Investments SLIPIT (General Partner) Limited acting in its capacity as general partner on behalf of Standard Life Investments (SLIPIT) Limited Partnership (registered number LP015669 (England)) (" SLIPIT General Partner ")	08680717 (England)
Standard Life Investments (SLIPIT Nominee) Limited (" SLIPIT Nominee ")	08701976 (England)

SCHEDULE 2
FURTHER LAND

1. The whole of the freehold land known as Budbrooke Road Industrial Estate, Warwick registered at the Land Registry under title number WK340585,
2. The whole of the freehold land known as Part of the Budbrooke Road Industrial Estate, Warwick registered at the Land Registry under title number WK259827; and
3. The whole of the freehold land known as Units 1 and 2 Warwick Industrial Estate, Budbrooke Road, Warwick registered at the Land Registry under title number WK270808.

CHARGORS

THE CHARGORS

Signed as a deed and delivered by

DARYL ENGLISH

as the Attorney of **STANDARD**

LIFE INVESTMENTS SLIPIT

(GENERAL PARTNER) LIMITED

(in exercise of a Power of Attorney by deed
dated 20 June 2017)

) 

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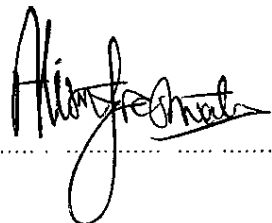
)

)

)

)

in the presence of Signature of witness:

) 

Name (in block capitals): ALISON FRESHWATER

Address: 1 GEORGE ST, EDINBURGH EH2 2LL

Signed as a deed and delivered by

DARYL ENGLISH

as the Attorney of **STANDARD**

LIFE INVESTMENTS (SLIPIT

NOMINEE) LIMITED

(in exercise of a Power of Attorney by deed
dated 20 June 2017)

) 

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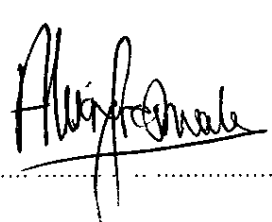
)

)

)

)

in the presence of Signature of witness:

) 

Name (in block capitals): ALISON FRESHWATER

Address: 1 GEORGE ST, EDINBURGH EH2 2LL

THE SECURITY TRUSTEE

EXECUTED ON BEHALF OF
THE ROYAL BANK OF SCOTLAND PLC
as **SECURITY TRUSTEE**

By:

..... Authorised Signatory

..... Name

in the presence of:

.....
Witness

.....
Name

.....
Address

.....

DATED 22 Dec 2017

(1) THE COMPANIES NAMED IN SCHEDULE 1

and

(2) THE ROYAL BANK OF SCOTLAND PLC
as Security Trustee

SUPPLEMENTAL DEBENTURE

We hereby certify that this is a true copy of the original

..... *Addleshaw Goddard LLP*

Date .. *5/1/2018* ..

Addleshaw Goddard LLP
One St Peter's Square
Manchester
M2 3DE



Pinsent Masons

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2017

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Company Name	Company No
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3. The whole of the freehold land known as Units 1 and 2 Warwick Industrial Estate, Budbrooke Road, Warwick registered at the Land Registry under title number WK270808.

CHARGORS

THE CHARGORS

Signed as a deed and delivered by)
)
as the Attorney of **STANDARD**)
LIFE INVESTMENTS SLIPIT)
(GENERAL PARTNER) LIMITED)
(in exercise of a Power of Attorney by deed)
dated 20 June 2017)

in the presence of Signature of witness:

Name (in block capitals):

Address:

Signed as a deed and delivered by)
)
as the Attorney of **STANDARD**)
LIFE INVESTMENTS (SLIPIT)
NOMINEE) LIMITED)
(in exercise of a Power of Attorney by deed)
dated 20 June 2017)

in the presence of Signature of witness:

Name (in block capitals):

Address:

THE SECURITY TRUSTEE

EXECUTED ON BEHALF OF
THE ROYAL BANK OF SCOTLAND PLC
as SECURITY TRUSTEE

By:

.....*John Wilson*.....

Authorised Signatory

.....

Name

in the presence of:

.....*[Signature]*.....

Witness

.....*KIRSTIN WILSON*.....

Name

.....*C/O PINSENT MASONS LLP*.....

Address

.....*141 BOTHWELL STREET,
GLASGOW*.....