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COMPANIES FORM No. 395

395

CHFP021

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold black lettering

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



02514463

Name of company

* insert full name
of Company

* IVG ASTICUS (GMS) LIMITED ("the Company")

Date of creation of the charge

28/02/2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

ASSIGNATION IN SECURITY ("the Charge")

Amount secured by the mortgage or charge

SEE PAPER APART 1

Names and addresses of the mortgagees or persons entitled to the charge

HSBC Bank plc, 8 Canada Square, London for itself and as Security Trustee for each of the

Secured Parties and its successors in such capacity

Postcode E14 5HQ

Presenter's name address and
reference (if any)Brodies LLP (AEF)
15 Atholl Crescent
Edinburgh
EH3 8HA

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



S1Y20XTJ

SCT

07/03/2008

472

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

SEE PAPER APART 2

Please do not
write in
this margin

*Please complete
legibly, preferably
in black type, or
bold black lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Andrew Cantello

Date

5/3/18

On behalf of [~~company~~]/mortgagee/chargee†

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

*†delete as
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

IVG ASTICUS (GMS) LIMITED

COMPANY NUMBER 02514463

FORM 395 – ASSIGNATION IN SECURITY

PAPER APART 1

All monies and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from the Company to the Security Trustee and the Secured Parties under the Finance Documents ("the Secured Liabilities")

PAPER APART 2

The Company as security for the payment and discharge of all the Secured Liabilities assigns the Assigned Rights to the Security Trustee for itself and as security trustee for each of the Secured Parties

DEFINITIONS

In this form 395 the following terms shall have the meaning set out below

"Agent" means HSBC BANK PLC as agent of the Finance Parties

"Appointments" means the Appointment Agreement to be entered into between the Company and Cynril Sweet Group plc in connection with the Development,

"Assigned Contracts" means the Building Contract, the Parent Company Guarantee, the Development Agreement and the Appointments,

"Assigned Rights" means the Company's whole right, title and interest in (including the Rights) the Assigned Contracts but none of the Company's obligations under the Assigned Contracts,

"Building Contract" means the building contract between the Company and the Contractor dated 22 and 29 October 2007 in relation to the Development,

"Contractor" means Laing O'Rourke Scotland Limited, a company incorporated the Companies Acts under Company Number 04309432 and having its Registered Office at Bridge Place, Anchor Boulevard, Admirals park Crossway, Dartford, Kent DA2 6SN,

"Developer" means Ediston Properties (Cowcaddens) Limited, a company incorporated in Scotland under the Companies Acts under Company Number SC302458 and having its Registered Office at 115 George Street, Edinburgh EH2 4JN,

"Development" means a development site at Cowcaddens Road and Renfield Street, Glasgow, and registered in the Land Registered of Scotland under Title Number GLA144479

"Development Agreement" means the finance agreement and development manager's appointment between the Company and the Developer dated 6 February and 28 March 2007,

"Facility Agreement" means the development facility agreement between the Company, the Lenders, the Agent and the Security Trustee dated 28 February 2008

"Finance Documents" has the same meaning as in the Facility Agreement

"Finance Party" means the Agent, the Lenders and the Security Trustee

"Hedging Bank" means HSBC Bank plc or any other Lender which becomes a Hedging Bank in this capacity as provider of interest rate hedging under any Hedging Documents

"Lenders" means HSBC Bank plc and Landesbank Berlin AG and any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 21 of the Charge which in each case has not ceased to be a Party in accordance with the terms of this Agreement

"Parent Company Guarantee" means the guarantee granted in respect of the obligations of the Contractor under the Building Contract in favour of the Company on or around the date of the Charge,

"Rights" in relation to the Assigned Contracts includes (where they benefit the Company) -

- (a) the right to receive all and any monies payable thereunder,
- (b) the proceeds of any payment thereunder,
- (c) all claims for damages for any breach thereof (except for a breach by the Company),
- (d) the benefit of all warranties and indemnities contained therein,
- (e) any right to terminate the same, and
- (f) the right to perform and observe the provisions of the same and to compel the performance and observance of the same,

"Secured Parties" means a Finance Party and the Hedging Bank



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 2514463
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION IN SECURITY
DATED 28 FEBRUARY 2008 AND CREATED BY IVG ASTICUS
(GMS) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO HSBC BANK PLC FOR
ITSELF AND AS SECURITY TRUSTEE FOR EACH OF THE
SECURED PARTIES (SECURITY TRUSTEE) AND THE SECURED
PARTIES AND ALL OTHER MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO HSBC BANK PLC FOR ITSELF AND AS
SECURITY TRUSTEE FOR EACH OF THE SECURED PARTIES
(SECURITY TRUSTEE) ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 7 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MARCH 2008

