

Registration of a Charge

EMPIRIC (GLASGOW) LIMITED Company Name:

Company Number: 09050280

Received for filing in Electronic Format on the: 24/05/2022

Details of Charge

Date of creation: 13/05/2022

Charge code: 0905 0280 0012

Persons entitled: **LLOYDS BANK PLC (AS SECURITY AGENT)**

ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING THE Brief description:

> SUBJECTS CADASTRAL UNIT GLA217008 ON THE NORTHEAST SIDE OF WILLOWBANK CRESCENT, GLASGOW AND ON THE SOUTHWEST SIDE OF WEST PRINCES STREET, GLASGOW BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE

NUMBER GLA217008.

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

WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT Certification statement:

> TO S.859G OF THE COMPANIES ACT 2006, THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE PART OF THE CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO

EACH OTHER PART OF SUCH CHARGING INSTRUMENT.

Certified by:	DENTONS UK AND MIDDLE EAST LLP		
Electronically filed document	nt for Company Number:	09050280	Page: 2



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9050280

Charge code: 0905 0280 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th May 2022 and created by EMPIRIC (GLASGOW) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2022.

Given at Companies House, Cardiff on 25th May 2022

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





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Standard Security

relating to Willowbank Crescent, Glasgow

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Standard Security is delivered on 29 APRIL 2022

Empiric (Glasgow) Limited (Chargor)

Lloyds Bank plc (Security Agent)

Fas No 5889

Dentons UK and Middle East LLP One Fleet Place London EC4M 7WS United Kingdom DX 242

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For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Standard Security is delivered on 29 APRIC 2022

THIS STANDARD SECURITY is made by:

(1) **Empiric (Glasgow) Limited** a company incorporated in England and Wales and having it's Registered Office formerly at 6th Floor Swan House, 17-19 Stratford Place, London, England, W1C 1BQ and now at 1st Floor Hop Yard Studios, 72 Borough High Street, London, England SE1 1XF (Registered number 09050280) (the **Chargor**);

in favour of

(2) Lloyds Bank plc a company incorporated in England and Wales and having it's Registered Office at 25 Gresham Street, London, EC2V 7HN (Registered number 00002065) (the Security Agent) as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

Background:

The Chargor enters into this Standard Security in connection with the Facility Agreement (as defined below).

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Standard Security:

Default Rate means the rate of interest applicable under clause 8.5 (*Default Interest*) of the Facility Agreement.

Facility Agreement means the Facility Agreement originally dated 17 November 2017, as amended by an amendment letter dated 9 May 2018 and as further amended and restated by an amendment and restatement agreement dated 31 July 2020 and as further amended and restated by an amendment and restatement agreement dated on or around the date of this Standard Security between (among others) Empiric Investments (Three) Limited and the Security Agent.

Party means a party to this Standard Security.

Property means all and whole the property or properties described in the Schedule or such of them as shall for the time being remain subject to this Standard Security including all buildings, erections and fixtures and fittings and fixed plant and machinery for the time being thereon and all improvements and additions thereto and all servitudes and other heritable rights appurtenant thereto subject to and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, burdens and conditions affecting the same but otherwise free from Security.

Schedule means the Schedule annexed to this Standard Security.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

Security means a standard security, mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Period means the period beginning on the date of this Standard Security and ending on the date on which the Security Agent (acting reasonably) is satisfied that:

- (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Transaction Obligor pursuant to the Finance Documents.

Standard Security means this standard security.

1.2 Construction

- 1.2.1 Capitalised terms defined in the Facility Agreement have the same meaning in this Standard Security unless expressly defined in this Standard Security.
- 1.2.2 The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Standard Security as though they were set out in full in this Standard Security except that references to the Facility Agreement will be construed as references to this Standard Security.
- 1.2.3 Unless a contrary indication appears, a reference in this Standard Security to:
 - (a) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated:
 - (b) any **rights** in respect of an asset includes:
 - (i) all amounts and proceeds paid or payable;
 - (ii) all rights to make any demand or claim; and
 - (iii) all powers, remedies, causes of action, security, guarantees and indemnities,

in each case in respect of or derived from that asset;

- (c) the term this Security means any Security created by this Standard Security.
- 1.2.4 Any undertaking of the Chargor under this Standard Security (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.2.5 If the Security Agent considers (acting reasonably) that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the

liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Standard Security.

1.3 Third party rights

This Standard Security does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Standard Security or otherwise.

2 Creation of Security

2.1 General

- 2.1.1 The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- 2.1.2 All the Security created under this Standard Security:
 - (a) is created in favour of the Security Agent; and
 - (b) is security for the payment of all the Secured Liabilities.
- 2.1.3 The Security Agent holds the benefit of this Standard Security and this Security on trust for the Secured Parties.

2.2 Standard Security

In security of the Secured Liabilities the Chargor hereby grants a standard security over the Property in favour of the Security Agent.

3 Restrictions on Dealings

3.1 Security

Except as expressly allowed under the Facility Agreement or this Standard Security, the Chargor must not create or permit to subsist any Security on the Property.

3.2 Disposals

Except as expressly allowed under the Facility Agreement or this Standard Security, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer, loan, or otherwise dispose of all or any part of the Property or enter into an agreement to make any such disposal.

4 Undertakings

4.1 Acquisitions

If the Chargor acquires any heritable or long leasehold property in Scotland in accordance with the Facility Agreement after the date of this Standard Security it must:

(a) notify the Security Agent immediately;

- (b) immediately on request by the Security Agent and at the cost of the Chargor, execute and deliver to the Security Agent a standard security over that property in favour of the Security Agent in any form which the Security Agent may require; and
- (c) ensure that the standard security is correctly registered at the Land Register of Scotland.

4.2 Registration at Companies House

The Chargor consents to the registration of this Standard Security at Companies House pursuant to Part 25 of the Companies Act 2006.

4.3 Deposit of title deeds

The Chargor must immediately:

- deposit with the Security Agent all deeds and documents necessary to show good and marketable title to the Property and any property referred to in Clause 4.1 (Acquisitions) (the Title Documents);
- (b) procure that the Title Documents held at the Land Register of Scotland are held to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose (and for this purpose Gowling WLG (UK) LLP, Taylor Wessing LLP, Morton Fraser LLP, WGS Solicitors LLP and Buckles Solicitors LLP are all approved).

5 Standard Conditions

- 5.1.1 The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 (together hereinafter referred to as the **Act**), and any lawful variation thereof operative for the time being (hereinafter referred to as the **Standard Conditions**) shall apply and the said Standard Conditions shall be varied firstly in accordance with the provisions of this Standard Security and secondly to the extent such Standard Conditions are inconsistent with the Facility Agreement. In the event of a conflict between the provisions of this Standard Security, the Standard Conditions and the Facility Agreement, the provisions of the Facility Agreement shall apply.
- 5.1.2 Standard Condition 7 shall be varied to the effect that:
 - (a) the Security Agent shall not be required to give any notice of its exercise of the right of entry referred to in Standard Condition 7(2); and
 - (b) the interest rate for the purposes of Standard Condition 7(3) shall be the Default Rate.
- 5.1.3 For the purposes of Standard Condition 9(1) the Chargor shall be held to be in default at any time after this Security has become enforceable, and in the event of the Chargor being in default as aforesaid, then without prejudice to any other rights and remedies available to the Security Agent by virtue of the Standard Conditions or any other security, charge or undertaking or in any other manner the Security Agent will be entitled to exercise any of the remedies available to a creditor on default of a borrower by virtue of the provisions of the Act.

6 When Security Becomes Enforceable

6.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

6.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

7 Enforcement of Security

7.1 No liability as heritable creditor in possession

The Security Agent will not be liable, by reason of entering into possession of the Property, to account as heritable creditor in possession or for any loss on realisation or for any default or omission for which a heritable creditor in possession might be liable.

7.2 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent is to be applied.

7.3 Redemption of prior charges

- 7.3.1 At any time after this Security has become enforceable, the Security Agent may:
 - (a) redeem any prior Security over the Property; and/or
 - (b) procure the transfer of any prior Security over the Property to itself; and/or
 - (c) settle and pass the accounts of the prior ranking creditor, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- 7.3.2 The Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

7.4 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

8 Application of Proceeds

All amounts from time to time received or recovered by the Security Agent pursuant to the terms of this Standard Security or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 8:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

9 Expenses and Indemnity

The Chargor must (but without double counting any amount recoverable under any other Finance Document):

- (a) immediately on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Standard Security including any arising from any actual or alleged breach by any person of any law or regulation; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

10 Delegation

10.1 Power of Attorney

The Security Agent may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Standard Security.

10.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent may, in its discretion, think fit in the interests of the Secured Parties.

10.3 Liability

The Security Agent shall not be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

11 Further Assurances

- 11.1.1 The Chargor must promptly, at its own expense, take whatever action the Security Agent may reasonably require for:
 - (a) creating, perfecting or protecting any security over the Property; or
 - (b) facilitating the realisation of the Property (if an Event of Default has occurred and is continuing), or the exercise of any right, power or discretion exercisable, by the Security Agent or any of its respective delegates or sub-delegates in respect of the Property.
- 11.1.2 The action that may be required under Clause 11.1.1 above includes:
 - (a) the execution of any charge, transfer, conveyance, assignation or assurance of any asset, whether to the Security Agent or to its nominees; or
 - (b) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Agent may reasonably consider necessary or desirable.

12 Power of Attorney

The Chargor irrevocably and severally appoints the Security Agent and any of its respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor either (i) following the occurrence of an Event of Default that is continuing or (ii) following the failure of the Chargor to comply with a request from the Security Agent to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Standard Security to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Standard Security or generally for enabling the Security Agent to exercise the powers conferred on it under this Standard Security or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 12.

13 Miscellaneous

13.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

13.2 New Accounts

- 13.2.1 If any subsequent charge or other interest affects the Property, a Secured Party may open a new account with the Chargor.
- 13.2.2 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

13.2.3 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

13.3 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

13.4 Notice to Chargor

This Standard Security constitutes notice in writing to the Chargor of any charge or assignment/assignation of a debt owed by the Chargor to any Transaction Obligor and contained in any other Security Document.

14 Release

- 14.1 At the end of the Security Period, unless any third party has any subrogation or other rights in respect of the Security created by this Standard Security at that time, the Finance Parties must, at the request and cost of the Chargor, take whatever action is necessary to release the Property from this Security, including, executing and delivering a discharge of standard security or deed of restriction of standard security (as applicable) and return all documents of title in respect of the Property.
- 14.2 Without prejudice to clause 14.1 above, if at any time the Property (or any part thereof) (the **Released Assets**) is disposed of (or is to be disposed of) as permitted or consented to under the Facility Agreement, the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Released Assets from the Security constituted by this Standard Security, including without limitation, executing and delivering a deed of release and discharge of standard security or deed of restriction of standard security (as applicable) and return all documents of title in respect of the such Released Assets.

15 Registration

The Chargor consents to the registration of this Standard Security for preservation.

16 Costs and expenses

16.1 Transaction expenses

Without double counting any amount recoverable under any other Finance Document, the Chargor shall promptly on demand pay the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this Standard Security.

16.2 **Amendment costs**

Without double counting any amount recoverable under any other Finance Document, if the Chargor requests an amendment, waiver, consent or release of or in relation to this Standard Security, the Chargor shall, within three Business Days of demand, reimburse the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 **Enforcement costs**

Without double counting any amount recoverable under any other Finance Document, and without double counting any amount recoverable under Clause 9 (Expenses and Indemnity), the Chargor shall, within three Business Days of demand, pay to the Security Agent or any Delegate the amount of all costs and expenses (including legal fees) incurred by the Security Agent or any Delegate in connection with the enforcement of, or the preservation of any rights under, this Standard Security or the investigation of any possible Default.

17 **Notices**

17.1 Communications in writing

Any communication to be made under or in connection with this Standard Security shall be made in writing and, unless otherwise stated, may be made by fax or letter.

17.2 Addresses

- 17.2.1 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Standard Security is that identified with its name below or any substitute address, fax number or department or officer as either party may notify to the other by not less than five Rusiness Davel notice
- 17.2.2 TI

notify to the other by not less than live business bays notice.			
The add	dresses referred	to in Clause 17.2.1 are:	
(a)	The Chargor:		
	Address:	1st Floor Hop Yard Studios, 72 Borough High Street, London, SE1 1XF	
	Attention:	Lynne Fennah	
	Email:		
	Fax:	N/A	
(b)	The Security Ag	gent:	
	Address:	Lloyds Bank plc, 3 rd Floor, 10 Gresham Street, London, EC2V 7AE	
	Attention:	Peter Clayton	
	Email:		

Fax: N/A

17.3 Delivery

- 17.3.1 Any communication or document made or delivered by one person to another under or in connection with this Standard Security will only be effective:
 - (a) if by way of fax, when received in legible form; or
 - (b) if by way of letter, (i) when it has been left at the relevant address or (ii) two Business Days (or, in the case of airmail, five Business Days) after being deposited in the post postage prepaid (or, as the case may be, airmail postage prepaid), in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 17.2 (*Addresses*), if addressed to that department or officer.

17.3.2 Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified in Clause 17.2.2 (or any substitute department or officer as the Security Agent shall specify for this purpose).

17.4 English language

- 17.4.1 Any notice given under or in connection with this Standard Security must be in English.
- 17.4.2 All other documents provided under or in connection with this Standard Security must be:
 - (a) in English; or
 - (b) if not in English, and if so required by the Security Agent accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

18 Counterparts

- 18.1.1 This Standard Security may be executed in any number of counterparts and by each of the parties on separate counterparts.
- 18.1.2 Where executed in counterparts:
 - unless otherwise agreed between the parties, this Standard Security shall not take effect until each of the counterparts has been delivered in accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the Counterparts Act);
 - (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;
 - (c) the counterparts shall be treated as a single document pursuant to the Counterparts Act:
 - (d) the parties may choose to evidence the date of delivery of this Standard Security by inserting it on the cover page and at the top of page 1 in the blank provided for the delivery date of this Standard Security;

the parties agree that where a person is nominated under section 2(1) of the Counterparts Act to take delivery of one or more of the counterparts, the obligations and/or duties of that person under section 2(3) of the Counterparts Act shall be excluded and such person shall hold such counterparts in accordance with any other arrangements agreed between the parties. The parties agree that this clause is for the benefit of any such nominated person and can be relied upon by such person notwithstanding that such person may not be a party to this Standard Security.

19 Governing Law

This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

19.1 Jurisdiction

- 19.1.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute regarding the existence, validity or termination of this Standard Security) (a **Dispute**).
- 19.1.2 The parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 19.1.3 Notwithstanding Clause 19.1.1, no Finance Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

20 Warrandice

The Chargor grants warrandice but excepting therefrom (1) the lease between the Chargor and Empiric (Glasgow) Leasing Limited dated 9 May 2017 and currently undergoing registration in the Land Register of Scotland under Title Number GLA230225; (2) any and all direct occupational tenancy agreement(s) affecting the Property; (3) the lease between Empiric (Glasgow) Limited and SP Distribution Plc dated 3 March and 16 April 2015 and registered in the Land Register of Scotland under Title Number GLA217972; (4) the standard security by the Chargor in favour of the Security Agent dated 20 December and delivered on 22 December, both 2017 and currently undergoing registration in the Land Register of Scotland under Title Number GLA217008; and (5) the standard security by the Chargor in favour of the Security Agent dated 30 and 31 July and delivered on 31 July, all 2020 and currently undergoing registration in the Land Register of Scotland under Title Number GLA217008.

IN WITNESS WHEREOF this Standard Security consisting of this and the preceding 11 pages together with the Schedule is executed as follows and, if executed in counterpart delivered on the date set out on the cover page and at the top of page 1 of this Standard Security in accordance with Clause 18:

CHARGOR

Executed for and on behalf of

Empiric (Glasgow) Limited

London 29th day of April 2012	
29th day of April 2002	
	Ly nne Fennah
ctor nature)	Director (Print Full Name)
ha proconce of this witness:	
	Witness
XLICA BUCHKROVA	Full name
	Address

SECURITY AGENT

Executed for and on behalf of

Lloyds Bank plc

at

on <u>28-11</u> day of <u>APRIL</u>

by

Authorised Signatory

(Signature)

BRADIEY MCALLISTER

Authorised Signatory (Print Full Name)

in the presence of this witness:

RUBY ENWARDS

Witness

Full name

Address

THIS IS THE SCHEDULE REFERRED TO IN THE STANDARD SECURITY GRANTED BY EMPIRIC (GLASGOW) LIMITED IN FAVOUR OF LLOYDS BANK PLC

Schedule 1

The Property

ALL and WHOLE the subjects known as and forming the subjects cadastral unit GLA217008 on the northeast side of Willowbank Crescent, Glasgow and on the Southwest side of West Princes Street, Glasgow being the subjects registered in the Land Register of Scotland under Title Number GLA217008.

	Chargor – Director
•	•
Security Agent – Au	thorised Signatory

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Schedule 1

The Property

ALL and WHOLE the subjects known as and forming the subjects cadastral unit GLA217008 on the northeast side of Willowbank Crescent, Glasgow and on the Southwest side of West Princes Street, Glasgow being the subjects registered in the Land Register of Scotland under Title Number GLA217008.

Chargor – Director

Security Agent – Authorised Signatory