

MR01

Particulars of a charge

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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 the
instrument Use form MR

For further information, please
refer to our guidance at

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



S4GZ2MMP

SCT 29/09/2015 #459
COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 9 6 8 5 7 6 1

Company name in full ALBION NO 3 PLC /

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 d1 d7 m0 m9 y2 y0 y1 y5

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 TRUSTEE COMPANY LIMITED ✓

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

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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

NONE

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

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ 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

☒ Yes

☐ 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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X  X

PARTNER FOR SHEPHERD AND WEDDERBURN LLP

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 L10184 1022/RSS/SWD/FMB

Company name Shepherd & Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 EDINBURGH 53

Telephone 0131 228 9900

**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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9685761

Charge code: 0968 5761 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th September 2015 and created by ALBION NO 3 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th September 2015.

OK

Given at Companies House, Cardiff on 30th September 2015



Companies House



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

We hereby certify that, save for material redacted
pursuant to s 859G of the Companies Act 2006,
this is a true copy of the original

Signed Kona Tudor on behalf of Shepherd and Wedderburn
Date 28/9/15

SCOTTISH SUPPLEMENTAL CHARGE

For and on behalf of Shepherd and Wedderburn LLP **ASSIGNATION IN SECURITY**

BY

- (1) **ALBION NO.3 PLC** (registered number 9685761), a public limited company incorporated under the laws of England and Wales, whose registered office is at 35 Great St Helen's, London EC3A 6AP (referred to herein as the **Issuer**),

IN FAVOUR OF

- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED** (registration number 00338230), a limited liability company incorporated under the laws of England and Wales, whose principal office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB (in its capacity as **Security Trustee**, which expression shall include its successor or successors as Security Trustee under and in terms of the Deed of Charge),

with the acknowledgement of

- (3) **LEEDS BUILDING SOCIETY**, a building society incorporated in England and Wales under the Building Societies Act 1986 (as amended) (registration number 164992) and having its principal office at Holbeck House, 105 Albion Street, Leeds LS1 5AS (the **Seller**)

WHEREAS

- (A) This deed is supplemental to a Deed of Charge dated on or about 17 September 2015 (the **Deed of Charge**) made between, *inter alios*, the Issuer, Security Trustee and the Seller,
- (A) In terms of the Deed of Charge the Security Trustee *inter alia* holds the security constituted or to be constituted by or pursuant to the Deed of Charge for the Secured Creditors,
- (B) A Scottish Declaration of Trust dated 17 September 2015 (the **Scottish Declaration of Trust**) has been entered into between the Seller and the Issuer and delivered, in terms of which certain Scottish Loans together with their related Scottish Mortgages and other Related Security relative thereto as more fully specified and defined therein (the **Scottish Trust Property**) are held in trust by the Seller for the Issuer, and
- (C) This deed is made by the Issuer in favour of the Security Trustee in accordance with and pursuant to **Clause 3.5** (Scottish Trust Security) of the Deed of Charge

NOW THEREFORE IT IS AGREED as follows

- 1 Expressions and words defined in Schedule 6 to the Deed of Charge (Definitions) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this deed, including the recitals hereto and this deed shall be construed in accordance with the interpretation provisions set out therein
- 2 The Issuer covenants with and undertakes to the Security Trustee as trustee for the Secured Creditors that it will duly and punctually pay and discharge the Secured Obligations in accordance with the terms of the Deed of Charge and each Transaction Document
- 3 The Issuer as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in Clause 4 of the Deed of Charge **HEREBY ASSIGNS** to and in favour of the Security Trustee in security for the discharge and payment of the Secured Obligations the

Issuer's whole right, title, interest and benefit, present and future, in and to the Scottish Trust Property and in and to the Scottish Declaration of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereto

- 4 The Issuer hereby gives notice of and intimates the assignation in security made in terms of Clause 3 hereof (for itself and on behalf of the Security Trustee) to the Seller as trustee under the Scottish Declaration of Trust and the Seller hereby acknowledges such notice and intimation and accepts the contents hereof and confirms that save under or pursuant to the Transaction Documents it has not received any notification of any other dealing with the Scottish Trust Property or any part thereof or the Scottish Declaration of Trust
- 5 The Issuer hereby agrees that all the obligations, undertakings, covenants, rights and powers specified and contained in the Deed of Charge which relate to the property referred to in and the security and other rights and powers created under and pursuant to Clause 3 of the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in **Clause 3** hereof and the security and other rights and powers created under and pursuant hereto and that the whole remaining terms of the Deed of Charge shall, except in so far as inconsistent herewith apply *mutatis mutandis* hereto provided always that this deed shall be without prejudice to the Deed of Charge and all of the rights, powers obligations and immunities comprised therein and arising pursuant thereto, which shall remain in full force and effect notwithstanding this deed
- 6 This deed may be executed in any number of counterparts and by each of the parties on separate counterparts
- 6.1 Where executed in counterparts
 - (a) This deed will not take effect until each of the counterparts has been delivered,
 - (b) each counterpart will be held as undelivered until the Scottish Declaration of Trust has become effective and the parties agree a date (being the effective date of the Scottish Declaration of Trust or a later date) on which the counterparts are to be treated as delivered, and
 - (c) the date of delivery may be inserted in the testing clause in the space provided for the effective date of this deed

7 This deed shall be governed by and construed in accordance with Scots law

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are executed in counterpart by the parties undernoted, with an effective date of 17 September 2015 and with the counterparts executed by the Issuer and the Seller being treated as delivered on such date and in such order

SUBSCRIBED for and on behalf of the said
ALBION NO.3 PLC

at LONDON

on 17 September 2015

by Jennie Jones

(Print full name)

[Redacted Signature]

per pro SFM Directors Limited, as Director

by J-P Nowacki

(Print full name)

[Redacted Signature]

per pro SFM Directors (No 2) Limited, as Director

in the presence of

[Redacted Signature]

Kerri Ephgrave

at St Helens
London
EC3A 6AP

[Redacted Signature]

Witness

(Print full name)

(Address)

SUBSCRIBED for and on behalf of LEEDS
BUILDING SOCIETY by

PAUL RILEY . . .

(Print full name)

Attorney

at 105 ALBION STREET, LEEDS, LS1 SAS

on 17 SEPTEMBER 2015

in the presence of

[REDACTED]

Witness

JAMES HANSFORD .

(Print full name)

105 ALBION STREET
LEEDS
LS1 SAS

(Address)