



Registration of a Charge

LLP name: **AMBER GREEN SPRUCE 2 LLP**

LLP number: **OC367633**



X83HAYX5

Received for Electronic Filing: **16/04/2019**

Details of Charge

Date of creation: **12/04/2019**

Charge code: **OC36 7633 0042**

Persons entitled: **EUROPEAN INVESTMENT BANK**

Brief description: **STANDARD SECURITY OVER THE PROPERTY KNOWN AS THE CERIUM BUILDING, DOUGLAS STREET, GLASGOW WHICH IS REGISTERED IN THE LAND REGISTER OF SCOTLAND WITH TITLE NUMBER GLA154915**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**STUART FITZSIMMONS ON BEHALF OF DENTONS UK AND MIDDLE
EAST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC367633

Charge code: OC36 7633 0042

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th April 2019 and created by AMBER GREEN SPRUCE 2 LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 16th April 2019 .

Given at Companies House, Cardiff on 17th April 2019

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



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

Standard Security over Standard Security
between
Amber Green SPRUCE 2 LLP
and
European Investment Bank

Subjects: Standard Security over property known as The
Cerium Building, Douglas St, Glasgow

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STANDARD SECURITY

by

- (1) **AMBER GREEN SPRUCE 2 LLP** (registered in England and Wales as a limited liability partnership under the Limited Liability Partnerships Act 2000 with registration number OC367633) whose registered office is at 3 More London Riverside, London SE1 2AQ, as borrower (the "**Borrower**"); in favour of
- (2) **EUROPEAN INVESTMENT BANK** as lender (the "**Lender**").

RECITALS

- (A) The Borrower entered into a term loan facility agreement with EIB originally dated 28 November 2011 (as amended from time to time) comprising an EIB Tranche, and EIB/RBS Tranche and an EIB/INPP Tranche (each as defined therein) and which, for the purposes of this Standard Security, shall be the "**EIB Contingent Loan Agreement**" in relation to the EIB Tranche only ("**Facility Agreement**").
- (B) Certain amounts drawn down under the Facility Agreement will be on-lent by the Borrower to the Recipient for the purpose of financing the Recipient's Project, pursuant to the terms of the Assigned Agreement.
- (C) It is a condition to such drawdowns under the Facility Agreement that the Borrower enters into this Standard Security, for the provision of security for the Indebtedness.

THE PARTIES AGREE AS FOLLOWS:

1. Interpretation and definitions

1.1 Definitions

In this standard security:

"Assignment of Assigned Agreement"

means the assignment of the Assigned Agreement and related rights dated on or around the date hereof and entered into between the Borrower and the Lender;

"Assigned Agreement"

means the term facility agreement between the Borrower (as lender) and the Recipient (as borrower) dated 30 January 2019;

"Finance Document"

means this deed, the Finance Documents (as defined in the Facility Agreement), the Security Deed and any other document designated as such by the Lender and the Borrower;

"Indebtedness"

means all money or liabilities due, owing or incurred to the Lender by the Borrower under any Finance Document and under this Standard Security at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (but only in so far as such monies or liabilities relate to, or are in connection with, funds made available by the Lender to the Borrower to enable the Borrower (as lender) to enter into the Assigned Agreement with the Recipient (as borrower) and to enable the Borrower (as lender) to make the loans under the Assigned Agreement available to the Recipient (as borrower));

"Recipient"

means SIGNAL REAL ESTATE OPPORTUNITIES (LUX) INVESTCO IX S.À.R.L. a private limited liability company (société à responsabilité limitée)

incorporated and existing under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (Registre de commerce et des sociétés, Luxembourg) under number B 217.729 and with registered office at 42-44, avenue de la Gare, L-1610 Luxembourg, Grand Duchy of Luxembourg;

"Recipient Project"	means the Development (as defined in the Assigned Agreement);
"Security Deed"	means the security deed originally dated 28 November 2011 and entered into between the Borrower and the Lender; and
"Standard Conditions"	means the standard conditions set out at Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970.

1.2 Construction

In this Standard Security, unless a contrary intention appears, a reference to:

- 1.2.1 an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- 1.2.2 an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **"amend"**, **"amending"** and **"amended"** shall be construed accordingly;
- 1.2.3 **"assets"** includes property, business, undertaking and rights of every kind, present, future and contingent (including uncalled share capital) and every kind of interest in an asset;
- 1.2.4 a **"consent"** includes an authorisation, approval, exemption, licence, order, permission or waiver;
- 1.2.5 **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
- 1.2.6 **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
- 1.2.7 a **"person"** includes any person, individual, firm, company, corporation, government, state or agency of a state or any undertaking (within the meaning of section 1161(1) of the Companies Act 2006) or other association (whether or not having separate legal personality) or any two or more of the foregoing; and
- 1.2.8 a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 Other References

In this standard security, unless a contrary intention appears:

- 1.3.1 a reference to any person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors and permitted assignees or transferees;
- 1.3.2 references to clauses and schedules are references to, respectively, clauses of and schedules to this Standard Security and references to this Standard Security include its schedules;
- 1.3.3 a reference to (or to any specified provision of) any agreement or document is to be construed as a reference to that agreement or document (or that provision) as it may be amended from time to time, but excluding for this purpose any amendment which is contrary to any provision of the Security Deed;

- 1.3.4 a reference to a statute, statutory instrument or accounting standard or any provision thereof is to be construed as a reference to that statute, statutory instrument or accounting standard or such provision thereof, as it may be amended or re-enacted from time to time;
- 1.3.5 the index to and the headings in this Standard Security are inserted for convenience only and are to be ignored in construing this Standard Security;
- 1.3.6 words importing the plural shall include the singular and vice versa; and
- 1.3.7 without prejudice to the operation of any applicable term of the Assignment of Assigned Agreement, the provisions of clauses 2 and 4 to 20 (inclusive) of the Assignment of Assigned Agreement shall apply (mutatis mutandis and save as inconsistent with the grant of the Standard Security contained in this deed) to this Standard Security as if set out in this Standard Security in full and as if any reference in any such clause to "this assignment" were a reference to "this standard security".

1.4 **Inconsistency between this standard security and the Security Deed**

If there is any conflict or inconsistency between any provision of this standard security and any provision of the Security Deed, the provision of the Security Deed shall prevail.

2. **Standard Security**

2.1 **Standard security**

The Borrower, as security for the payment of the Indebtedness, hereby grants a standard security in favour of the Lender over ALL and WHOLE the standard security in favour of the Borrower dated 30 January 2019 and registered in the Land Register of Scotland on 7 February 2019 and granted over ALL and WHOLE the property known as The Cerium Building, Douglas Street, Glasgow which property is registered in the Land Register of Scotland with Title Number GLA154915 (the "**Secured Property**").

2.2 **Standard conditions**

The Standard Conditions shall apply to this standard security save insofar as inconsistent with the express terms of this deed and the Finance Documents and, without prejudice to the foregoing generality, the Standard Conditions shall be varied as follows:

- 2.2.1 Standard conditions 1, 2, 4 and 5 shall be deleted; and
- 2.2.2 Standard condition 12 shall be varied by the deletion of the words "the preparation and execution of the standard security and any variation, restriction and discharge thereof, and where any of those deeds are recorded, the recording thereof, and all expenses".

- 2.3 Each and every provision of this Standard Security shall be separately given the fullest effect permitted by law and if at any time one or more of the provisions of this Standard Security shall be or become unenforceable or in any respect under any law the validity, legality and enforceability of the remaining provisions of this Standard Security shall not in any way be affected or impaired thereby and the provision or provisions affected by such unenforceability shall be given effect in all other respects other than in which it is/they are unenforceable.

2.4 **Warrandice**

The Borrower grants warrandice.

3. **Consent to registration**

The parties hereby consent to the registration of this standard security for preservation.

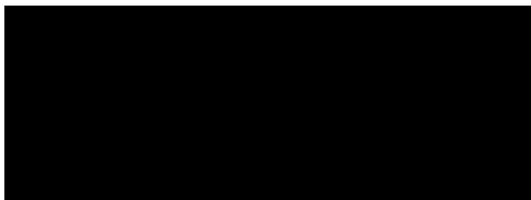
4. Governing Law

This standard security (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this standard security or its formation) shall be governed by and construed in accordance with Scots law.

IN WITNESS whereof these presents consisting of this and the 3 preceding pages are executed as follows:

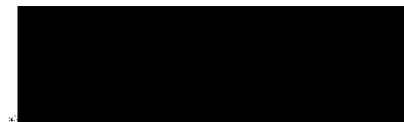
Subscribed for and on behalf of)
AMBER GREEN SPRUCE 2 LLP acting)
 by its managing member, Amber Green)
 Spruce GP Limited)

by CAMERON COOK
 (Print Full Name)
 at Edinburgh
 on 3 April 2019



in the presence of:

RICHARD DATON
 (Print Full Name)



Witness

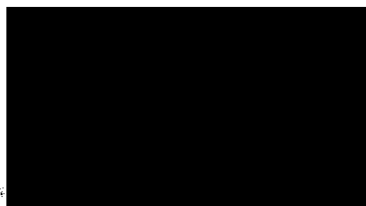
Address



Subscribed for and on behalf of)
EUROPEAN INVESTMENT BANK)
 acting by Ruth Niland)
 (Print Full Name))

at Luxembourg
 on 11/03/2019

Authorised Signatory



acting by J.F. LEPRINCE
 (Print Full Name)

at Luxembourg
 on 11/03/2019

Authorised Signatory

