

In accordance with
Sections 859A and
859J of the Companies
Act 2006 as applied by
The Limited Liability
Partnerships (Application
of Companies Act 2006)
Regulations 2009.

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



Companies House



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 LL MR08.

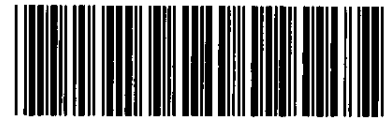
For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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

WEDNESDAY



A18 *A7AG64LS* 18/07/2018 #235
COMPANIES HOUSE

1 LLP details

LLP number

| | | | | | | | |
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|---|---|---|---|---|---|---|---|

LLP name in full CURO (WEST CAMPBELL) LLP

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→ **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

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| d | 1 | d | 7 | m | 0 | m | 7 | y | 2 | y | 0 | y | 1 | y | 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

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 **SANNE FIDUCIARY SERVICES LIMITED (Registered No. 41570)**

AS A SECURED PARTY AND AS SECURITY AGENT

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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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

ALL and WHOLE the subjects known as 140 West Campbell Street, Glasgow G2 4TZ being the subjects registered in the Land Register of Scotland under Title Number GLA209141.

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 LLP?

☐ Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP 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 LLP 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 LL MR06).

9 Signature

Please sign the form here.

Signature

Signature

X 

DIRECTOR, FOR BELLWETHER GREEN LIMITED X

This form must be signed by a person with an interest in the charge.

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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 Steven Templeton

LLP name Bellwether Green Limited

Address 225 West George Street

Post town GLASGOW

County/Region

Postcode G 2 2 N D

Country

DX

Telephone 0141 218 4900



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register.
- ☐ 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 LLPs registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For LLPs 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 LLPs 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC376984

Charge code: OC37 6984 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2018 and created by CURO (WEST CAMPBELL) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 18th July 2018.

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Given at Companies House, Cardiff on 26th July 2018



Companies House



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



STANDARD SECURITY

BY

CURO (WEST CAMPBELL) LLP

IN FAVOUR OF

SANNE FIDUCIARY SERVICES LIMITED AS SECURITY AGENT

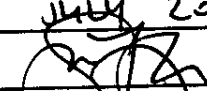
2018

www.bellwethergreen.com



Certified a True Copy

by STEVEN TEMPLETON
at GLASGOW
on 17 JULY 2018


Solicitor / Notary Public
www.bellwethergreen.com

We, **CURO (WEST CAMPBELL) LLP**, a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000 in England (Registered Number OC376984) and having our registered office at Unit 9, Kopshop, 6 Old London Road, Kingston Upon Thames, Surrey, KT2 6QF (hereinafter referred to as the "**Chargor**") CONFIRM and DECLARE that, in this Standard Security (a) unless the context otherwise requires or unless otherwise defined or provided for, words and expressions shall have the same meanings as are attributed to them under the Facility Agreement (as hereinafter defined); (b) the following words and expressions shall have the respective meanings given to them, namely:-

"Event of Default" means any event or circumstance specified as such in Clause 23 (Events of Default) of the Facility Agreement;

"Facility Agreement" means the facility agreement as signed by the Chargor of even date with the signing of this Standard Security and entered into amongst, inter alios, the Chargor and the Security Agent (as relative to the refinance of the Property and the business operating from the Property) also as amended, supplemented, novated, extended or restated from time to time;

"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 Obligor to any Secured Party under each Finance Document;

"Security Agent" means **SANNE FIDUCIARY SERVICES LIMITED**, a company incorporated in Jersey (Registered Number 41570) and having their registered office at 13 Castle Street, St Helier, Jersey, JE4 5UT for itself as a Secured Party and in its capacity as security agent and trustee for the Secured Parties, who pursuant to Clause 27 of the Facility Agreement holds the benefit of this Standard Security on trust for the Secured Parties, which expression shall include any successor security agent and trustee appointed from time to time;

and (c) the provisions of Clause 12 (Construction) of the Facility Agreement (as originally entered into) apply to this Standard Security as though they were set out in full in this Standard Security, except that references to this Agreement are construed to be references to this Standard Security; And WE the Chargor hereby in security of the Secured Liabilities and of each of them GRANT a Standard Security in favour of the Security Agent over ALL and WHOLE the subjects known as 140 West Campbell Street, Glasgow G2 4TZ being the subjects registered in the Land Register of Scotland under title number GLA209141 (hereinafter referred to as the "**Property**"); The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being (hereinafter, varied as aforesaid, referred to as the "**Act**") shall apply, And the Chargor agrees that the Standard Conditions shall be varied insofar as lawful and applicable to the effect that (One) there being any inconsistency between the terms of this Standard Security and the terms of the Facility Agreement, the Facility Agreement shall prevail; (Two) if the Security Agent shall enter into possession of the

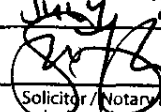
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at GLASGOW
on 17 JULY 2018


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Property, the Security Agent shall be entitled (if the Security Agent thinks fit) at the expense and risk of the Chargor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Property and not removed within fourteen days of the Security Agent entering into possession, without the Security Agent being liable for any loss or damage occasioned by the exercise of this power but the Security Agent shall, however, be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by the Security Agent in relation to such furniture, goods, equipment or other moveable property; (Three) the Chargor shall not create, or agree to create, a subsequent security over the Property or any part thereof or assign or convey the same interest or any part thereof to any person without the prior written consent of the Security Agent, which consent, if granted, may be so granted subject to such conditions as the Security Agent may see fit to impose and, without prejudice to the effect of Section 13 (1) of the Act (and the foregoing provisions of this Standard Security), if the Security Agent receives notice of any subsequent security or other like interest affecting the Property or any part or parts thereof, the Security Agent shall be entitled (whether or not consent has been given) to close any account or accounts with the Chargor in the books of the Security Agent and to open a new account or accounts in place thereof and, if the Security Agent does not do so, the Security Agent shall nevertheless be treated as if it had done so at the time it received notice and, as from that time, all payments made by the Chargor to the Security Agent shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Chargor to the Security Agent at the time when the Security Agent received the notice and, if the Chargor shall have more than one account with the Security Agent, the Security Agent may, at any time without notice, forthwith transfer all or any part of any balance standing to the credit of any one of such accounts to any other account which is in debit; (Four) The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent: (i) create or permit to subsist any security over the Property; or (ii) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in the Property (in each case except as expressly permitted in the Facility Agreement); (Five) for the purposes of Standard Condition 9(1)(b) of Schedule 3 of the Act an Event of Default is essential for there to be a failure to comply with a requirement arising out of the security; (Six) Standard Condition 9(1)(c) of Schedule 3 of the Act shall only be operable to the extent that the definition of insolvency is not inconsistent with the definition of insolvency under the Facility Agreement; (Seven) The Security Agent may at any time (without notice or consent) assign this Standard Security to any person and in case of any such assignation, the assignee shall have the benefit of all the obligations by the Chargor and the provisions contained in this Standard Security and may at any time thereafter exercise all rights and remedies of the Security Agent for securing the Secured Liabilities; and (Eight) The Chargor shall, at its own expense, take whatever action the Security Agent may require for (a) perfecting or protecting the security intended to be created by this Standard Security, and (b) facilitating the realisation of the Property or the exercise of any right, power or discretion.

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at GLASGOW
on 17 JULY 2018

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exercisable by the Security Agent or any of its delegates or sub-delegates in respect of the Property, including the execution of any transfer, conveyance, assignation or assurance whether to the Security Agent or to its nominees and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Agent may think expedient; Declaring that 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 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 any such unenforceability shall be given effect in all other respects other than that in which it is/they are unenforceable; And the Chargor grants warrandice but excepting therefrom the lease between the Chargor and Curo Hotels (West Campbell) Limited dated 16 December 2013, the tenant's interest in which is registered in the Land Register of Scotland under title number GLA218152; And the Chargor consents to the registration hereof for preservation and execution; This Standard Security will be governed by Scots law and the Chargor hereby prorogates the jurisdiction of the Scottish Courts: IN WITNESS WHEREOF these presents on this and the preceding 2 pages are executed as follows:

For and on behalf of Curo (West Campbell) LLP

Neil S G. Mar

Designated Member

Lauren Elizabeth Hart

witness

NEIL STUART GULLAN

full name of member

QUARTERMILE TWO

2 LISTER SQUARE

EDINBURGH, EH3 9GL

address of witness

LAUREN ELIZABETH HART

full name of witness

9 JULY 2018

date of signing

EDINBURGH

place of signing

 **Bellwether Green**

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by STEVEN TEMPLEMAN

at GLASGOW

on 17 JULY 2018


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