

MR01

Particulars of a charge

13/190448



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 MR08

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 will be scanned and placed on the public record.



SCT

S35T8G0G

14/04/2014

#427

COMPANIES HOUSE

MONDAY

1 Company details

Company number S C 1 4 5 8 6 4

Company name in full OLD RUTHERGLEN ROAD LIMITED

For official use
27

→ **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 0 4 0 4 2 0 1 4

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 ABBEY NATIONAL TREASURY SERVICES PLC

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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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

ALL and WHOLE the subjects at 187 and 207 Old Rutherglen Road Glasgow G5 0RE, 209, 211, 213 and 215 Old Rutherglen Road Glasgow and 50, 52, 54, 56, 58, 66 Commercial Road Glasgow and 80 Commercial Road, Glasgow, being the whole subjects registered in the Land Register of Scotland under title number GLA101036

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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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



PARTNER FOR PINSENT MASONS LLP

X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name John Dunlop

Company name Pinsent Masons LLP

Address Princes Exchange

1 Earl Grey Street

Post town Edinburgh

County/Region

Postcode E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7000



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: 145864

Charge code: SC14 5864 0027

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th April 2014 and created by OLD RUTHERGLEN ROAD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2014.

Given at Companies House, Edinburgh on 17th April 2014



Companies House



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

STANDARD SECURITY

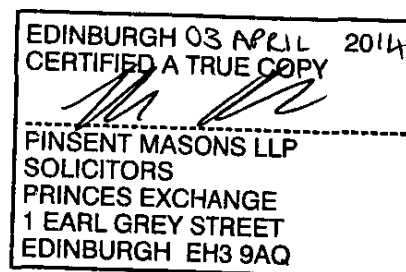
by

OLD RUTHERGLEN ROAD LIMITED

in favour of

ABBEY NATIONAL TREASURY SERVICES PLC (as Security Agent)

Subjects: 187, 207, 209, 211, 213 and 215 Old Rutherglen Road, Glasgow and 50, 52, 54, 56, 58, 66 and 80 Commercial Road, Glasgow



WE, OLD RUTHERGLEN ROAD LIMITED, incorporated under the Companies Acts (Company Number SC145864) and having their registered office at 8 Elmbank Gardens, Glasgow, G2 4NQ (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 meaning as are attributed to them under the Facility Agreement (as hereinafter defined);
- (b) any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and words importing individuals include corporations and *vice versa*;
- (c) any word importing the singular shall include the plural and *vice versa*;
- (d) any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
- (e) the provisions of Clause 1.2 of the Facility Agreement (as hereinafter defined) 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;
- (f) the Schedule (as hereinafter defined) forms part of this Standard Security; and
- (g) the following words and expressions shall have the respective meanings given to them, namely:-

"Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being;

"Agent" has the meaning given to it in the Facility Agreement;

"Event of Default" has the meaning given to that term in the Facility Agreement;

"Facility Agreement" means the £35,000,000 single currency term facility agreement dated 20 December 2013 among Toscafund Glasgow Limited as Borrower and Abbey National Treasury Services plc in its capacities as Mandated Lead Arranger, Original Lender, Agent and Security Agent as amended, supplemented, novated, extended or restated from time to time;

"Finance Document" has the meaning given to that term in the Facility Agreement;

"Finance Party" has the meaning given to that term in the Facility Agreement;

"Lender" has the meaning given to that term in the Facility Agreement;

"Limited Recourse Guarantee" means the limited recourse guarantee to be entered into between the Chargor and the Security Agent on or around the date of this Standard Security;

"Obligor" has the meaning given in the Facility Agreement;

"Property" means ALL and WHOLE the subjects described in Part One of the Schedule;

"Schedule" means the schedule annexed to this Standard Security;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Secured Party under the Limited Recourse Guarantee;

"Security Agent" means Abbey National Treasury Services plc, incorporated under the Companies Acts (Registered Number 02338548) and having its registered office at 2 Triton Square, Regents Place, London,

NW1 3AN as agent and trustee for itself and each of the Secured Parties, which expression shall include any successor acting as such agent and trustee appointed from time to time;

"Secured Party" has the meaning given to that term in the Facility Agreement;

"Transaction Obligor" has the meaning given to it in the Facility Agreement.

And WE, the Chargor, HEREBY undertake to the Security Agent to pay and discharge the Secured Liabilities for which we, the Chargor, GRANT a Standard Security in favour of the Security Agent over ALL and WHOLE the Property; DECLARING THAT:-

1. The Standard Conditions specified in Schedule 3 to the Act shall apply, but the Chargor agrees that such Standard Conditions shall be varied insofar as lawful and applicable by the Facility Agreement. If there is any inconsistency between the terms of this Standard Security and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail to the extent of that inconsistency.
2. The whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Facility Agreement and/or the other Finance Documents and applicable to the Property shall be incorporated and held to be repeated in this Standard Security *mutatis mutandis*.
3. If the Security Agent enters into possession of the Property, the Security Agent will 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 caused by the exercise of this power. The Security Agent will, though, be obliged 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.
4. Other than as permitted in the Facility Agreement the Chargor shall not:-
 - 4.1 create, or agree to create, any subsequent security or charge over the Property or any part of it; or
 - 4.2 assign, convey or otherwise transfer the Property or any part of it to any person;in each case without the prior written consent of the Security Agent, which consent, if granted, may be granted subject to such conditions as the Security Agent may see fit to impose.
5. Without prejudice to the effect of section 13(1) of the Act (and the foregoing provisions of this Standard Security), if any Finance Party receives notice of any subsequent security, charge or other like interest affecting the Property or any part or parts of it, the Finance Party shall be entitled (whether or not consent has been given) to close any account or accounts with the Chargor in the books of the Finance Party and to open a new account or accounts in place of it or them. If the Finance Party does not do so, the Finance Party 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 Finance Party 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 Finance Party at the time when the Finance Party received the notice. If the Chargor shall have more than one account with any Finance Party, the Finance Party 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.
6. For the purposes of Standard Condition 9 of Schedule 3 to the Act, the Chargor shall be held to be in default in addition to the grounds specified in the said Standard Condition 9 on the occurrence of any Event of Default which is continuing as "continuing" is defined in Clause 1.2.4 of the Facilities Agreement.
7. The Security Agent may at any time (without notice or consent) assign this Standard Security to any person as permitted in terms of Clause 25 of the Facility Agreement. In case of any such assignation, the assignee shall have the benefit of all the obligations of the Chargor and the

provisions contained in this Standard Security and may at any time after the assignation exercise all rights and remedies of the Security Agent for securing the Secured Liabilities.

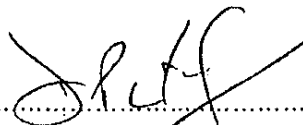
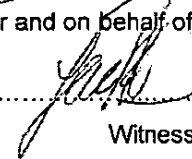
8. A certificate signed by an authorised signatory on behalf of the Security Agent as to the amount of the Secured Liabilities shall, except in the case of manifest error, conclusively constitute the amount of the Secured Liabilities at the relevant time for all purposes of this Standard Security.
9. The Chargor shall, at its own expense, take whatever action the Security Agent may require for:-
 - 9.1 perfecting or protecting the security intended to be created by this Standard Security; and
 - 9.2 facilitating the realisation of the Property or the exercise of any right, power or discretion 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 its nominees, 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.
10. Each and every provision of this Standard Security shall separately be given the fullest effect permitted by law. 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 by that 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 or they are unenforceable.
11. No failure or delay by the Security Agent or any of the Finance Parties in exercising any right, power or remedy provided by this Standard Security or by law shall operate as a waiver of such right, power or remedy, and no single or partial exercise of any such right, power or remedy shall prevent further exercise of that or any other right, power or remedy.
12. The following provisions of this Clause 12 shall apply (to the extent specified) to any demands, notices or other communications to be given by the Security Agent to the Chargor under this Standard Security:-
 - 12.1 Clause 12.2 of this Standard Security applies only to demands, notices or other communications for which the procedure for service is not laid down by the Act. In particular, Clause 12.2 of this Standard Security does not apply to the service of Calling-up Notices or default notices under the Act.
 - 12.2 Subject to the foregoing Clause 12.1, any demand, notice or other communication to be given by the Security Agent to the Chargor under this Standard Security shall be in accordance with Clause 33 of the Facility Agreement.
13. The Chargor consents to the registration of this Standard Security and of any certificate referred to in Clause 8 above for preservation and execution.
14. This Standard Security shall be governed by, and construed in accordance with the law of Scotland and the Chargor prorogates the non-exclusive jurisdiction of the Scottish Courts without prejudice to the ability of the Security Agent to proceed against the Chargor in any other appropriate jurisdiction.

15. The Chargor grants warrandice but excepting therefrom the Leases detailed in Part 2 of the Schedule.

IN WITNESS WHEREOF: these presents consisting of this and the preceding 3 pages together with the Schedule annexed are executed as follows:-

They are signed for and on behalf of the Chargor

at GLASGOW
on 21 MARCH 2014
by DELEK POETZEL *
DIRECTOR


For and on behalf of the Chargor

Witness

before, as witness
JAACK MOIR **
2 BUXTOWN SQUARE
GLASGOW

* Here insert in block capitals name and capacity, ie Director or Secretary or Authorised Signatory or Attorney

** Here insert in block capitals full name and address of witness

This is the Schedule referred to in the foregoing Standard Security granted by Old Rutherglen Road Limited in favour of Abbey National Treasury Services plc as agent and trustee for the Secured Parties in respect of Subjects at 187, 207, 209, 211, 213 and 215 Old Rutherglen Road, Glasgow and 50, 52, 54, 56, 58, 66 and 80 Commercial Road, Glasgow

PART ONE

ALL and WHOLE the subjects at 187 and 207 Old Rutherglen Road Glasgow G5 0RE, 209, 211, 213 and 215 Old Rutherglen Road Glasgow and 50, 52, 54, 56, 58, 66 Commercial Road Glasgow and 80 Commercial Road, Glasgow, being the whole subjects registered in the Land Register of Scotland under title number GLA101036

PART TWO

Lease between Old Mill Studios Limited and City of Glasgow District Council dated 18 October and 2 November and registered in the Books of Council and Session on 16 November, all 1995

Lease between Old Mill Studios Limited and The Strathclyde Regional Council dated 30 June and 30 August 1995 and recorded in the Books of Council and Session on 6 September 1995


Lease between Old Mill Studios Limited and Greater Glasgow Primary Care NHS Trust dated 18 and 31 March 2003 and registered in the Books of Council and Session on 9 April 2003

Lease between Old Mill Studios Limited and Yorkhill National Health Service Trust dated 12 and 14 December 2000 and registered in the Books of Council and Session on 31 January 2001, the Tenant's interest in which lease is registered in the Land Register of Scotland under Title Number GLA151869

Lease between Old Rutherglen Road Limited and Gorbals Recycles dated 11 November 2012 and 9 April 2013 and registered in the Books of Council and Session on 11 April 2013

Lease between Old Rutherglen Limited and the Mungo Foundation currently resting on missives between Burness Paull LLP, on behalf of Old Rutherglen Road Limited, and McSparran McCormick, on behalf of The Mungo Foundation, dated 21 and 22 November 2013

Lease between Old Mill Studios and Greater Glasgow Community and Mental Health Services NHS Trust dated 5 February and 7 November 1997 and registered in the Books of Council and Session on 12 November 1997


For and on behalf of the Chargor