

MR01

Particulars of a charge

COMPANIES HOUSE

24 MAR 2017

EDINBURGH FRONT DESK



Companies House

105567/£23



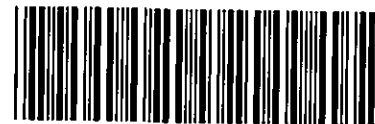
Go online to file this information
www.gov.uk/companieshouse

A fee is 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
an instrument. Use form MR08.

FRIDAY



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SCT

24/03/2017

#110

COMPANIES HOUSE

This form must be delivered to the Registrar for registration with
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. Do not send the original.

1 Company details

Company number S C 4 2 9 6 8 3

Company name in full Drum Kingswells 7 Limited C/N 28/3/17 TO

LCN-OK (UK) LTD

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 d 2 d 1 m 0 m 3 y 2 y 0 y 1 y 7

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 Pfandbriefbank AG 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.

COMPANIES HOUSE
1234 5678 9012
1234 5678 9012

MR01

Particulars of a charge

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

N/A

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 

FOR & ON BEHALF OF MACROBERTS LLP.

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

X

**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
Hannah Ward

Company name
MacRoberts LLP

Address
Excel House, 30 Semple Street

Post town
Edinburgh

County/Region

Postcode
E H 3 8 B L

Country

DX
ED207

Telephone
0131 248 2177

**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 £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 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.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

Company number: 429683

Charge code: SC42 9683 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st March 2017 and created by LCN-DK (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th March 2017.

Given at Companies House, Edinburgh on 3rd April 2017



Companies House



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

EDINBURGH
CERTIFIED A TRUE COPY

[Handwritten signature]
macroberts

24/3/17

EXECUTION VERSION

ASSIGNATION IN SECURITY

by

DRUM KINGSWELLS 7 LIMITED

in favour of

DEUTSCHE PFANDBRIEFBANK AG
as Security Agent

with the acknowledgement of

LCN ABERDEEN (UK) S.À R.L.

Re: Hive Up Agreement in relation to Plot 10, Prime Four Business Park, Kingswells, Aberdeen
Title Number ABN122964

MACROBERTS

MLP

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Assignment in Security is delivered on 21 March 2017.

ASSIGNATION IN SECURITY

by

DRUM KINGSWELLS 7 LIMITED, incorporated under the Companies Acts in Scotland (Registered Number SC429683) and having its Registered Office at The Coach House, 12 Rubislaw Terrace Lane, Aberdeen, AB10 1XF (hereinafter called the "Chargor");

in favour of

DEUTSCHE PFANDBRIEFBANK AG of Freisinger Strasse 5, 85716, Unterschleissheim, Germany and registered in England and Wales as a foreign company with number FC028655 and having its principal place of business in the United Kingdom at 23rd Floor, 20 Fenchurch Street, London EC3M 3BY, as security trustee for each of the Secured Parties in terms of the Facility Agreement aftermentioned (the "Security Agent", which expression shall include its successors and assignees as trustee foresaid);

with the acknowledgement of

LCN ABERDEEN (UK) S.À R.L., a Luxembourg private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés*) under number B 212.142 and having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg (hereinafter called "LCN Aberdeen").

WHEREAS:

- A. In terms of a facility agreement dated 10 March 2017 among (1) LCN Aberdeen (UK) S.à r.l as borrower (the "Borrower") and (2) Deutsche Pfandbriefbank AG as Agent, Arranger, Security Agent, Original Hedge Counterparty and Original Lender (each as defined in that agreement as amended, varied, novated or supplemented from time to time being the "Facility Agreement"), (to which the Chargor acceded as an Obligor by an accession deed dated 13 March 2017), (i) the Lenders made available to the Borrower certain loan facilities and (ii) the Security Agent declared that it holds the Security Property on trust for the Secured Parties (each as defined therein);
- B. In security for the payment and discharge of the Secured Liabilities (as defined below) the Chargor entered into an English law security agreement dated 13 March 2017 (as the same may be amended, varied, novated or supplemented in any way from time to time, being the "Security Agreement") with the Security Agent;
- C. In accordance with the terms of the Facility Agreement the Chargor has agreed to grant this Assignment in Security; and
- D. This Assignment in Security is a Security Document for the purposes of the Facility Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Facility Agreement shall, unless otherwise defined in this Assignment in Security or unless a contrary intention appears, bear the same meaning when used in this Assignment in Security and the following terms shall have the following meanings:

"Assigned Rights" means the rights and benefits of the Chargor in, to and under the Hive Up Agreement excluding, for the avoidance of doubt, any obligations of the Chargor under the Hive Up Agreement.

"Default" shall have the meaning given to that term in the Facility Agreement.

"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.

"Hive Up Agreement" means the hive up agreement dated on or around the date hereof between (1) LCN Aberdeen as the purchaser and (2) the Chargor as the vendor.

"Secured Liabilities" means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 2 (*Undertaking to Pay*).

"Secured Parties" has the meaning given to that term in the Facility Agreement.

"Security Period" means the period from the date of delivery of this Assignment in Security until the date on which all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and no Finance Party is under any further, actual or contingent obligation to make advances or provide other financial accommodation to any person under any of the Finance Documents.

"Security Property" has the meaning given to that term in the Facility Agreement.

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

1.2 Construction

- (a) The provisions of clause 1.2 (*Construction*) and 1.7 (*Scottish Terms*) of the Facility Agreement shall apply to this Assignment in Security as if they were set out in this Assignment in Security; and
- (b) Words in the singular include the plural and in the plural include the singular in this Assignment in Security.

1.3 Security Trust Provisions

The Security Agent holds this Assignment in Security on trust for the Secured Parties in accordance with Clause 28 (*Role of the Agent, the Security Agent, the Arranger, the Servicer and the Reference Banks*) of the Facility Agreement.

2. UNDERTAKING TO PAY

The Chargor undertakes that it shall following a demand for payment when due pay to the Security Agent all monies and discharge all obligations and liabilities due, owing or incurred by it or any other Transaction Obligor to any Secured Party under or pursuant to the Finance Documents in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to a Secured Party or purchased (whether by assignment or otherwise) or acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

3. ASSIGNATION IN SECURITY

- 3.1 As continuing security for the payment and discharge of the Secured Liabilities the Chargor hereby ASSIGNS absolutely to and in favour of the Security Agent the Assigned Rights.
- 3.2 Notwithstanding the assignation contained in Clause 3.1, whilst this Assignment in Security subsists the Chargor shall remain solely responsible for the performance of all its obligations and liabilities under the Hive Up Agreement and the Security Agent is and will not be under any obligation of any kind under the Hive Up Agreement nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Hive Up Agreement.

4. PERFECTION OF SECURITY

- 4.1 By its execution hereof, the Chargor hereby intimates to LCN Aberdeen the fact that an assignation of the Assigned Rights under the Hive Up Agreement has been made in favour of the Security Agent.
- 4.2 By its execution hereof, LCN Aberdeen hereby acknowledges receipt of such intimation and confirms that, until it receives notice from the Security Agent to the contrary and notwithstanding any previous instructions given by the Chargor to LCN Aberdeen, it will:
- (a) pay all monies payable by it under or arising under the Hive Up Agreement into such account as the Security Agent may notify LCN Aberdeen in writing (the "Account");
 - (b) continue to pay those monies into the Account until LCN Aberdeen receives written instructions from the Security Agent to the contrary; and
 - (c) accept instructions from the Security Agent in respect of any documents to be executed by LCN Aberdeen pursuant to the Hive Up Agreement.
- 4.3 The Chargor shall not grant or purport to grant to any third party, other than the Security Agent, any assignation of the Chargor's entitlement to the Assigned Rights (or any part of any of them).

5. FURTHER ASSURANCE

5.1 Further Assurance

The Chargor must promptly upon request by the Security Agent (acting reasonably) execute (in such form as the Security Agent may reasonably require) such documents (including assignations, intimations, notices and instructions) in favour of the Security Agent and do all such assurances and things as the Security Agent may reasonably require for (i) perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Assignment in Security and (ii) exercising all powers, authorities and discretions conferred on the Security Agent pursuant to this Assignment in Security or by law.

6. POWER OF ATTORNEY

6.1 Power of Attorney: General

The Chargor hereby irrevocably and by way of security appoints the Security Agent to be its attorney in its name and on its behalf:

- (a) to execute and deliver any documents which the Security Agent may require for perfecting the title of the Security Agent to the Assigned Rights or for vesting the same in the Security Agent; and

- (b) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Agent under this Assignment in Security or which the Chargor is required to do pursuant to this Assignment in Security or which may be deemed expedient by the Security Agent in connection with any preservation, realisation or getting in by the Security Agent of the Assigned Rights or in connection with any other exercise of any other power under this Assignment in Security,

provided that the power of attorney granted in this Clause 6 shall only be exercisable:

(A) if a Default is continuing; or

(B) following a failure by the Chargor to comply with its obligations under this Assignment in Security.

6.2 Power of Attorney: Ratification

The Chargor ratifies and confirms and agrees to promptly ratify and confirm all acts and things which any attorney mentioned in this Clause 6 (*Power of Attorney*) does or purports to do in exercise of the powers granted by this Clause.

7. EFFECTIVENESS OF SECURITY

7.1 The Chargor

This Assignment in Security is binding on the successors and assigns of the Chargor.

7.2 Assignment and Transfer

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Assignment in Security. The Security Agent may assign and transfer all or any part of its rights and obligations under this Assignment in Security to a replacement security agent appointed pursuant to the terms of the Facility Agreement. Such replacement security agent will, from the date of such assignment or transfer, be the security agent for the Secured Parties under this Assignment in Security instead of the previous security agent.

7.3 Continuing Security

This Assignment in Security shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

7.4 Additional Security

This Assignment in Security shall be in addition to and not be affected by any other security or guarantee now or hereafter held by a Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured Party of or by any person not a party to this Assignment in Security be in any way impaired or discharged by this Assignment in Security nor shall this Assignment in Security in any way impair or discharge such other security or guarantee.

8. COSTS AND EXPENSES

The Chargor shall within five Business Days of demand reimburse the Security Agent for all costs and expenses (including legal fees):

- (a) reasonably incurred by the Security Agent in connection with the completion of the transactions and perfection of the security created or contemplated by this Assignment in Security, and the negotiation, preparation, printing and execution of this Assignment in Security; and
- (b) incurred by the Security Agent (on a full indemnity basis) in connection with the enforcement or attempted enforcement of the security created or contemplated by, or the preservation of any rights under, this Assignment in Security,

in each case with any applicable VAT.

9. SUBSEQUENT SECURITY INTERESTS

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Assigned Rights (other than in favour of the Security Agent) (the date of receipt of such notice being the "Notice Date") it may, without prejudice to its rights under this Assignment in Security, open a fresh account or accounts with the Chargor and continue any existing account in the name of the Chargor and may appropriate to any such fresh account any monies paid in, received or realised for the credit of the Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If a Secured Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date.

10. RELEASE OF SECURITY

At the end of the Security Period, the Security Agent shall, at the written request and cost of the Chargor and without any representation and warranty, execute (in each case in a form acceptable to the Security Agent) and do all such deeds, acts and things as are necessary to release and retrocess the Assigned Rights from the security created by or in accordance with this Assignment in Security.

11. COUNTERPARTS, DELIVERY ETC

11.1 This Assignment in Security may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment in Security.

11.2 Where this Assignment in Security is executed in counterparts:

11.2.1 it shall not take effect until all counterparts have been delivered;

11.2.2 all counterparts shall be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree the date on which they are to be treated as delivered; and

11.2.3 such date of delivery shall be inserted in the blank provided for that purpose on page 1 of this Assignment in Security.

12. GOVERNING LAW

This Assignment in Security and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with Scots law.

13. JURISDICTION

13.1 Scottish Courts

Subject to Clause 13.3 (*Exclusive Jurisdiction*), the Scottish courts have exclusive jurisdiction to settle any dispute arising out of, or in connection with this Assignment in Security (including a dispute relating to the existence, validity or termination of this Assignment in Security or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Assignment in Security) (a "Dispute").

13.2 Convenient Forum

The Chargor agrees that the Scottish courts are the most appropriate and convenient courts to settle Disputes and accordingly that the Chargor will not argue to the contrary.

13.3 Exclusive Jurisdiction

Notwithstanding Clause 13.1 (*Scottish courts*), the Security Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions:

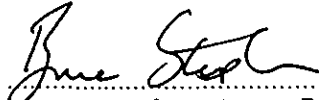
IN WITNESS WHEREOF these presents consisting of this and the preceding five pages are executed as follows and are delivered for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on the date specified on page 1 of this Assignment in Security:

SUBSCRIBED for and on behalf of
DRUM KINGSWELLS 7 LIMITED

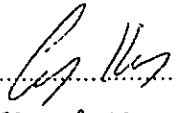
at EDINBURGH

on 21 March 2017

By BRUCE STEPHEN
Print full name


Attorney, conform to a Power of
Attorney in their favour dated 10 March
2017.

in the presence of:

Witness: 

Full Name: CRAIG ANDREW HENRY

Address: 15 ATHOL CRESCENT

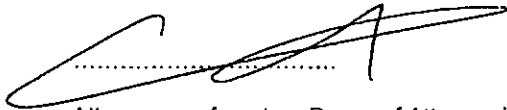
EDINBURGH

SUBSCRIBED for and on behalf of LCN ABERDEEN (UK) S.À R.L., incorporated in Luxembourg

on 21 March 2017 at Luxembourg

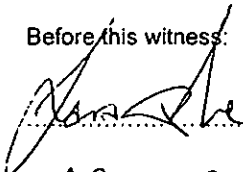
by Claire Gilbert

being a person who in accordance with the laws of that territory, the constitutional documents of the company and the signatory powers granted by the board of managers of the company is acting under the authority of the company:



Attorney, conform to a Power of Attorney in their favour dated 8 March 2017.

Before this witness:

.....Witness Signature

LARA FORTE.....Witness Name

11A Avenue J.F. Kennedy.....Witness Address

L-2082 Luxembourg

.....

SUBSCRIBED for and on behalf of
DEUTSCHE PFANDBRIEFBANK AG

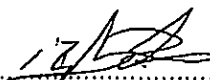
at London

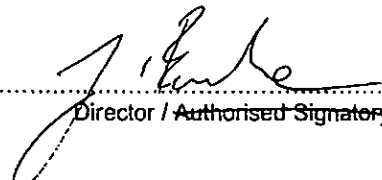
on 21 March 2017

By
ADAM JOHN WILLIAM BUXTON
Print full name

James Bucke

Print full name


.....
Director / Authorised Signatory

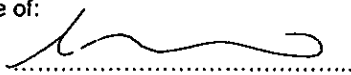

.....
Director / Authorised Signatory

in the presence of:

Witness:

Full Name:

Address:



SHIRLEY SINGH

20 FENCHURCH STREET

LONDON

EC3M 3BY