

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
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 there is
an instrument. Use form MR08

THURSDAY



SCT *S2Z7JQP7* #38
09/01/2014
COMPANIES HOUSE

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

1 Company details

Company number 0 5 9 3 2 2 2 4

Company name in full Aurora Nominee 2 Limited

For official use

5

→ **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 2 4 1 2 2 0 1 3

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 Barclays Bank plc (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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Particulars of a charge

4	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 tenant's interest under the lease between Salvesen Logistics Limited and Aurora Nominee 1 Limited and Aurora Nominee 2 Limited of those subjects on the south west side of Legbrannock Road, Motherwell dated 22 September 2006, the tenant's interest in which is registered in the Land Register of Scotland under title number LAN191935	
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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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Particulars of a charge

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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 *[Handwritten Signature]* X

For and on behalf of Bodicey Ltd

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 IJW NSR BAR0011 00104

Company name Brodies LLP

Address 23 Garden place

Post town Aberdeen

County/Region

Postcode A B 1 0 1 U Q

Country

DX

Telephone 01224 392267



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. 5932224

Charge code: 0593 2224 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th December 2013 and created by AURORA NOMINEE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th January 2014

A handwritten signature in black ink, appearing to be 'Q' followed by a flourish.

Given at Companies House, Cardiff on 16th January 2014



Companies House



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

STANDARD SECURITY

by

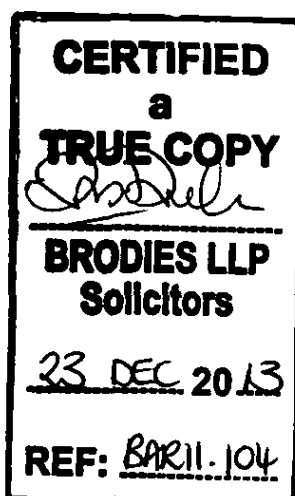
AURORA NOMINEE 1 LIMITED and AURORA NOMINEE 2 LIMITED
(as trustees for Aurora (Motherwell) Limited Partnership)

In favour of

BARCLAYS BANK PLC
(as Security Agent)

Security Subjects Subjects on the south west side of Legbrannock Road, Motherwell

2013



Brodies LLP
23 Carden Place
Aberdeen AB10 1UQ
T: 01224 392242
F: 01224 392244
DX AB10
Ref: BAR11 104
FAS 0468
2013

CENTRAL

TRUE COPY

PRODUCED

2011-02-14

13

STANDARD SECURITY

by

AURORA NOMINEE 1 LIMITED, a limited company incorporated in England and Wales with Company Number 05932160 and having its registered office 22 Grosvenor Square, London, W1K 6DT, and **AURORA NOMINEE 2 LIMITED**, a limited company incorporated in England and Wales with Company Number 05932224 and having its registered office at 22 Grosvenor Square, London, W1K 6DT as trustees for Aurora (Motherwell) Limited Partnership (Registered Number LP011572) (together the "**Chargors**"),

in favour of

BARCLAYS BANK PLC, a public limited company incorporated in England and Wales with Company Number 01026167 and having its registered office at 1 Churchill Place, London, E14 5HP as security agent for the Finance Parties (the "**Security Agent**")

1 Definitions

Unless the contrary intention is expressed, all defined terms in the Facility Agreement shall have the same meaning in this Standard Security and

- 1 1 "**Borrower**" means Firelighter Cavalry Limited,
- 1 2 "**Facility Agreement**" means a facility agreement originally dated 9 October 2013 and made between, amongst others, (1) the Security Agent, and (2) the Borrower and any agreement entered into under or supplemental to it or amending, restating or novating it,
- 1 3 "**Liabilities**" means all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety, and
- 1 4 "**Security Subjects**" means ALL and WHOLE the tenant's interest under the lease between Salvesen Logistics Limited and Aurora Nominee 1 Limited and Aurora Nominee 2 Limited of those subjects on the south west side of Legbrannock Road, Motherwell dated 22 September 2006, the tenant's interest in which is registered in the Land Register of Scotland under title number LAN191935

2 Interpretation

- 2 1 Unless otherwise indicated any reference in this Standard Security to
 - (a) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (in each case whether or not having separate legal personality),

- (b) any person shall include that persons successor in title, permitted assignees or permitted transferees and in the case of the Security Agent, shall include such other person as may from time to time be appointed as Security Agent for the Finance Parties For the avoidance of doubt, any reference to the Finance Parties shall, unless the context otherwise indicates, include the Security Agent in its individual capacity as a Finance Party,
- (c) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation,
- (e) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders,
- (f) a clause heading is a reference to a clause or sub-clause of this Standard Security and is for ease of reference only, and
- (g) this Standard Security (and any provisions of it) or any other document referred to in this Standard Security shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time

2 2 If any provisions of this Standard Security shall conflict with any term of the Facility Agreement then the relevant term of the Facility Agreement shall prevail

3 Security

In security of the Liabilities, the Chargors grant a standard security in favour of the Security Agent over the Security Subjects

4 Standard conditions

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, shall apply and the Standard Conditions shall be varied to the effect that

- 4 1 the definitions in the said Schedule 3 shall have effect also for the purposes of the following variations,
- 4 2 the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Security Subjects and not the market value thereof,
- 4 3 all policies of insurance affording cover in respect of the Security Subjects shall be disclosed to the Security Agent by the Chargors in order that they may be written or endorsed for the interests of the Security Agent and the Chargors as the Security Agent may require and shall in other respects be deemed for the purpose of this Standard Security to have been effected under Standard Condition 5(a) All rights and claims under policies effected or deemed to have been effected under Standard Condition 5(a) are hereby assigned by the Chargors to the Security Agent and all

monies becoming payable under any such policies shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Security Agent so requires, in or towards the discharge of the Liabilities,

- 4 4 it shall be an obligation on the Chargors not to create or agree to create a subsequent security over the Security Subjects or any part thereof or convey or assign the same or any part thereof (otherwise than by *mortis causa* deed) or make directly or indirectly any application for planning permission in relation to the Security Subjects or any part thereof or make application for an improvement grant or other grant in respect of the Security Subjects or any part thereof, without the prior consent in writing of the Security Agent in each case which consent if granted may be so granted subject to such conditions as the Security Agent may see fit to impose, and
- 4 5 if the Security Agent shall enter into possession of the Security Subjects, the Security Agent shall be entitled (if it thinks fit) at the expense and risk of the Chargors to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Security Subjects 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. 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

5 Chargors' obligations

- 5 1 The Chargors undertake to pay to the Security Agent on demand the Liabilities,
- 5 2 The interest element of the Liabilities shall be at the rate(s) agreed between the Security Agent and the Chargors or (failing such agreement) determined by the Security Agent and shall be payable at such dates as may be so agreed or determined by the Security Agent,
- 5 3 If there shall be any breach of the obligations contained or referred to in this document the Security Agent shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Chargors, to withhold further banking facilities from the Chargors and to return without making payment thereof cheques, bills of exchange, direct debits and other like documents drawn on the Security Agent by the Chargors or otherwise bearing to be payable by the Security Agent to the Chargors' order,
- 5 4 The sums due by the Chargors shall be conclusively ascertained by a statement under the hand of the Security Agent,
- 5 5 The Security Agent may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the security and liabilities hereby constituted, except insofar as the Security Agent expressly so agrees) allow any person(s) any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person(s), and

- 5 6 Any person who under this Standard Security is liable for the debts of another shall not in competition with or in priority to the Security Agent make any claim against that other nor take or share in or enforce any security in respect of such debts, until such debts have been paid to the Security Agent in full, nor shall such liability be affected by the existence of any other security or guarantee nor by any other security or guarantee being or becoming void or unenforceable, and the Security Agent may place to the credit of a suspense account for so long as it considers desirable any moneys received in respect of such debts without any obligation to apply them towards payment of such debts, and in applying moneys towards payment of such debts the Security Agent may appropriate them towards such part(s) of the debts as it thinks fit

6 Warrandice

And the Chargors grant warrandice but excepting therefrom the lease listed in the Schedule annexed and signed as relative hereto without prejudice to the Security Agent's right to quarrel or impugn the same

7 Consent to Registration

The Chargors and the Security Agent consent to the registration of these presents for preservation and execution


8 Governing Law


This Standard Security and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Scotland and each of the parties hereto hereby prorogates and accepts the jurisdiction of the Court of Session in Scotland

9 Testing clause

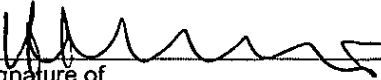
This Standard Security is executed as follows -

EXECUTED for and on behalf of
AURORA NOMINEE 1 LIMITED
acting by


signature of
~~director/secretary/authorsed signatory~~/witness
ROBERT ANDREW VERMYEN
full name of above (print)
Capitane House, Rosspoint Park
Dunfermline
Christiefield
address of witness


signature of
~~director/secretary/authorsed signatory~~
CHRISTOPHER JOHN PHELAN
full name of above (print)
18 Dec 2013
date of signing
CHRISTIEFIELD
place of signing


EXECUTED for and on behalf of
AURORA NOMINEE 2 LIMITED
 acting by


 signature of
~~director/secretary/authorised signatory~~/witness

ROBERT ANDREW VEERMAN
 full name of above (print)

Capstone House, Airport Road

Dunstable Way,
 Chesham
 address of witness


 signature of
~~director/secretary/authorised signatory~~

CHRISTOPHER JOHN PHOENIX
 full name of above (print)

18 Dec 2013
 date of signing

CHESTERFIELD
 place of signing

This is the schedule referred to in the foregoing standard security by Aurora Nominee 1 Limited and Aurora Nominee 2 Limited (as trustees of Aurora (Motherwell) Limited Partnership) in favour of Barclays Bank PLC as Security Agent

Lease

- 1 Lease between Aurora Nominee 1 Limited and Aurora Nominee 2 Limited and Salvesen Logistics Limited dated 22 September 2006



Director, For and on behalf of Aurora Nominee 1 Limited



Director, For and on behalf of Aurora Nominee 2 Limited