

MR01
Particulars of a charge



Companies House

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 there
is an instrument. Use form MR08

SATURDAY



A4L3DY4Y

A23

28/11/2015

#171

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. Do not send the original

1 Company details

Company number 0 9 8 3 9 1 9 7

Company name in full PROJECT BLACK PROPCO LIMITED

2 For official use

→ Filing 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 1 6 1 1 2 0 1 5

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 CLOSE INVOICE FINANCE LIMITED

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

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"

Brief description

ALL AND WHOLE THOSE SUBJECTS FORMING AND KNOWN AS HEATHFIELD ABATTOIR, OLD FARM ROAD, AYR, KA8 9ST

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 *[Signature]* X

FOR AND ON BEHALF OF SHODSMITHS LLP

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

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Particulars of a charge



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 **MARTIN BENNETT**

Company name **SHOOSMITHS LLP**

Address **2ND FLOOR NORTH**

SALTIRE COURT

20 CASTLE TERRACE

Post town **EDINBURGH**

County/Region

Postcode **E H 1 2 E N**

Country

DX **553051**

Telephone **0370 086 8000**



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. 9839197

Charge code: 0983 9197 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th November 2015 and created by MANIFESTO FOODS (PROPERTIES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2015

Dx

Given at Companies House, Cardiff on 4th December 2015




Companies House



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

Edinburgh, 25/11/15
We hereby certify this to be
a true and authentic copy
of the original


Shoosmiths JENNIFER PATON
Saltire Court SOLICITOR
20 Castle Terrace
Edinburgh EH1 2EN

STANDARD SECURITY

by

Project Black Propco Limited, a Company incorporated under the Companies Acts (Registered Number 009839197) and having their registered office at Number One, Pride Place, Pride Park, Derby, Derbyshire, DE24 8QR (hereinafter referred to as the "Company")

in favour of

Close Invoice Finance Limited (Company Number 935949) having its registered office at 10 Crown Place, London, EC2A 4FT (hereinafter referred to as "Close") which expression shall include all successor agents appointed from time to time

WHEREAS

- (A) The Board of Directors of the Company is satisfied that entering into this Standard Security is for the purposes of and to the benefit of the Company and its business

THEREFORE IT IS HEREBY DECLARED AS FOLLOWS,

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security the following expressions shall have the following meanings -

Property means ALL and WHOLE those subjects forming and known as Heathfield Abattoir, Old Farm Road, Ayr, KA8 9ST more particularly described in Part 1 of the Schedule,

Schedule means the schedule in two parts annexed and executed as relative hereto,

Secured Liabilities means all the monies and liabilities which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to Close in any manner and for any reason on any account including (without limitation) all such monies due by the Company, whether actually or contingently, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, assignations, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof together with interest, commission and other lawful charges or expenses which Close may incur or charge to the Company and so that interest shall be computed and compounded according to the usual Close rates and practice as well after as before any demand made or decree obtained under or in relation to this Charge,

Security means any standard security, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement of arrangement having a similar effect, and

Standard Security means this standard security together with the schedule annexed and executed as relative hereto and any document which is expressed to amend this standard security

1 2 Interpretation

- 1 2 1 Clause and Schedule headings are for ease of reference only
- 1 2 2 Words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders
- 1 2 3 References to this Standard Security or any other document shall be construed as reference to such document, or provision of such document as amended, varied, novated, supplemented or substituted from time to time, with the agreement of the relevant parties
- 1 2 4 References to statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation
- 1 2 5 "**including**" shall not be construed as limiting the generality of the words preceding it
- 1 2 6 Any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall bear the same meaning in this Standard Security
- 1 2 7 References to this Standard Security and to any provisions of it or to any other document referred to in this Standard Security shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time
- 1 2 8 References to any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity
- 1 2 9 References to any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect
- 1 2 10 The use of bold type shall be ignored in the construction of this Charge

2 STANDARD SECURITY

- 2 1 In continuing security for payment and discharge of the Secured Liabilities the Company hereby grants a standard security in favour of Close over the Property
- 2 2 The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and any lawful variation thereof operative for the time being ("the Standard Conditions") shall apply as varied in this Standard Security provided that to the extent that the Standard Conditions are inconsistent with the terms of this Standard Security, then the terms of this Standard Security shall prevail and shall have effect in preference to the Standard Conditions

3 PROPERTY OBLIGATIONS

- 3 1 The Company shall not grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to the Property or allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Property, which, in each case, would be likely to adversely affect the value of the Property
- 3 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 Property and not the market value thereof,
- 3 3 all policies of insurance affording cover in respect of the Property shall be disclosed to Close by the Company in order that they may be written or endorsed for the interests of Close and the Company as Close 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 Company to Close 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 Close so requires, in or towards the discharge of the Secured Liabilities,
- 3 4 it shall be an obligation on the Company not to create or agree to create a subsequent security over the Property or any part thereof or convey or assign the same or any part thereof or make directly or indirectly any application for planning permission in relation to the Property or any part thereof or make application for an improvement grant or other grant in respect of the Property or any part thereof, without the prior consent in writing of Close in each case which consent if granted may be so granted subject to such conditions as Close may see fit to impose, and
- 3 5 if Close shall enter into possession of the Property Close shall be entitled (if it thinks fit) at the expense and risk of the Company 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 Close entering into possession, without Close being liable for any loss or damage occasioned by the exercise of this power Close shall however be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by Close in relation to such furniture, goods, equipment or other moveable property

4 NEGATIVE PLEDGE

The Company undertakes that it shall not at any time during the subsistence of this Standard Security create or permit to subsist any Security over the Property

5 ASSIGNATION

- 5 1 Close may assign or transfer all of its rights and obligations under this Standard Security to any replacement party
- 5 2 The Company shall not assign or transfer any rights or obligations under or in terms of this Standard Security without the prior written consent of Close

6 **CERTIFICATION BY THE COMPANY**

The Company certifies that the granting of this Standard Security does not contravene any of the provisions of its Memorandum and Articles of Association

7 **CERTIFICATION**

A certificate signed by any official of or a person authorised by Close shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time

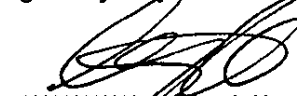
8 **LAW AND JURISDICTION**

This Standard Security shall be governed by and constructed in accordance with the Law of Scotland and the Company (and Close by its acceptance hereof) hereby irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts

9 **CONSENT TO REGISTRATION**

The Company grants warrandice subject to the leases as detailed in Part 2 of the Schedule, and hereby consents to the registration of this Standard Security and of any such certificate for preservation and execution IN WITNESS WHEREOF these presents typewritten on this and the preceding three pages together with the schedule annexed and executed as relative hereto are executed as follows -

Signed by Project Black Propco Limited



.....
Authorised Signatory/Director/ Secretary

Colin Wright
.....


Full Name

Date 06/11/15

Place *Nurk On Park place*
Pride Park, Derby

.....
Authorised Signatory/Director/ Secretary

.....
Full Name

Witness sign: 

Print name: ELLIS PUGH

This is the Schedule referred to in the foregoing Standard Security by Project Black Propco Limited in favour of Close Invoice Finance Limited relative to the subjects at Heathfield Abattoir, Old Farm Road, Ayr

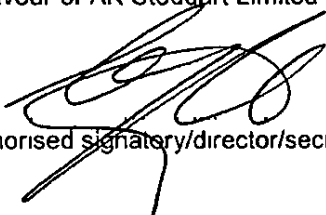
SCHEDULE

PART 1

ALL and WHOLE those subjects forming and known as Heathfield Abattoir, Old Farm Road, Ayr, KA8 9ST in the County of Ayr being the whole subjects registered in the Land Register of Scotland under Title Number AYR32616


PART 2

Lease of the Property by Project Black Propco Limited in favour of AK Stoddart Limited dated 5th November 2015



authorised signatory/director/secretary

director/secretary

Witness Signature 

Print Name Ellis Pugh

STANDARD SECURITY

by

Project Black Propco Limited

in favour of

Close Invoice Finance Limited

Subjects Heathfield Abattoir, Old Farm Road, Ayr

2015
FAS 2289

Shoosmiths LLP
2nd Floor North
Saltire Court
20 Castle Terrace
EDINBURGH
EH1 2EN

LP 300 EDINBURGH-2
DX553051 EDINBURGH-18