



Registration of a Charge

Company name: **KIRK BRYSON (NORTHERN) LIMITED**

Company number: **10139801**



X81MH6B5

Received for Electronic Filing: **20/11/2019**

Details of Charge

Date of creation: **15/11/2019**

Charge code: **1013 9801 0008**

Persons entitled: **ULSTER BANK LIMITED**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING 130 STRAITON ROAD, STRAITON, LOANHEAD, EH20 9HW AND REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID171207.**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

JENNIFER CLAYDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10139801

Charge code: 1013 9801 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2019 and created by KIRK BRYSON (NORTHERN) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2019 .

Given at Companies House, Cardiff on 21st November 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

THIS DOCUMENT AND THE TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

THE TERMS ANNEXED HERETO MUST ALSO BE SIGNED IN THEIR OWN RIGHT BY THE OWNER(S).

Owner:	Kirk Bryson (Northern) Limited incorporated under the Companies Acts, (Registered Number 10139801), having its registered office at c/o DWF LLP, 1 Scott Place, 2, Hardman Street, Manchester, England, M3 3AA.
Security Agent:	Ulster Bank Limited (registered number R733) whose registered office is at 11-16 Donegall Square East, Belfast, BT1 5UB as security agent and trustee for the Secured Parties which expression shall include any successor acting as such security agent and trustee appointed from time to time.
Property:	ALL and WHOLE the subjects known as and forming 130 Straiton Road, Straiton, Loanhead, EH20 9HW and registered in the Land Register of Scotland under Title Number MID171207.
Ancillary Rights:	All rights ancillary to ownership of the Property as more fully described in the Terms.
Terms:	The Standard Security Terms of The Royal Bank of Scotland plc, Company Number SC83026, Corporate Documentation & Operations, 1 Hardman Boulevard, Manchester, M3 3AQ, dated and registered in the Books of Council and Session on 4 July 2011 form part of this standard security and are available to be read and printed online. To access the Terms go to www.rbs.co.uk/terms and enter ss0511 or a copy can be obtained from the Owner's solicitor.
Secured Parties:	Ulster Bank Limited (registered number R733) and NatWest Markets plc (registered number SC090312) and their respective successors (and Secured Party shall mean any such person). The Owner acknowledges and agrees that the rights and interests granted to the Security Agent and the Secured Parties under this standard security are subject to the terms of the Intercreditor Agreement.
Intercreditor Agreement:	The Intercreditor Agreement entered into between the Security Agent and the Secured Parties in connection with the Obligations as amended, supplemented, varied or restated from time to time.

1 Obligations

- 1.1 The Owner undertakes to pay to the Secured Parties or otherwise discharge, in each case on demand, the Obligations. The **Obligations** are all the Owner's liabilities to any Secured Party (present, future, actual or contingent and whether incurred alone or together with another or as a partner of a firm (an **Other Person**)) and all obligations under this standard security and include:

- 1.1.1 **Interest** at the rate charged by each such Secured Party (as applicable), calculated both before and after demand or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by that Secured Party,
 - 1.1.2 any expenses any Secured Party incurs (on a full indemnity basis and with Interest from the date of payment) in taking, perfecting, protecting, enforcing or exercising any power under this standard security.
- 1.2 A **Certificate** signed by a Security Agent official as to the amount of the Obligations will be binding on the Owner except if there is an obvious error.
- 2 Charge**

The Owner as continuing security for the payment or other discharge of the Obligations, in each case on demand:

 - 2.1 grants a standard security to the Security Agent over the Property, and
 - 2.2 assigns to the Security Agent the Ancillary Rights not secured by the standard security.
- 3 Standard Conditions**

The Owner agrees that the **Standard Conditions** specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation to them operative for the time being, as varied by the Terms, apply to this standard security.
- 4 Warrandice**


The Owner grants warrandice but excepting therefrom the Lease between Scotco (Eastern) Limited and Caspian Food Retailers Limited dated 1 March and 7 April both dates in 2016 and registered in the Books of Council and Session on 12 April 2016.

5 **Registration and execution**

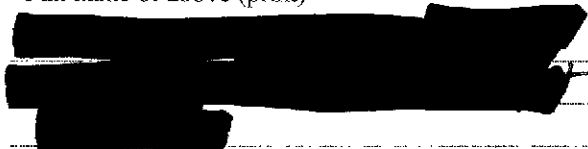
The Owner consents to registration of this standard security and any Certificate for execution.


IN WITNESS WHEREOF, this standard security consisting of this and the preceding 2 pages together with the plan annexed hereto is executed as follows:

SUBSCRIBED for and on behalf of Kirk Bryson (Northern) Limited


Signature of
director/secretary/authorised signatory/witness

Yvonne McMahon
Full name of above (print)


Address of witness


Signature of
director/secretary/authorised signatory

John Gault
Full name of above (print)

Date of signing

25.10.19