

MR01

Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST



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 no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is acco
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this for
scanned and placed on the public record.

FRIDAY



SCT

S54G27WZ

08/04/2016

#75

COMPANIES HOUSE

1

Company details

Company number N 1 0 1 7 2 8 0

Company name in full EASTONVILLE TRADERS LIMITED

→ 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 3 0 0 3 2 0 1 6

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 CAPITA TRUST COMPANY 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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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

198 GREAT JUNCTION STREET, EDINBURGH. TITLE NUMBER MID67908.

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).

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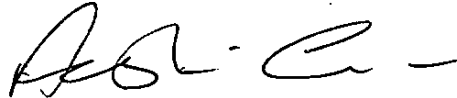
Signature

Please sign the form here.

Signature

Signature

X



X

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

MR01**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 **DAVID MCCLEAN**

Company name **GATELEY (SCOTLAND) LLP**

Address **EXCHANGE TOWER**

19 CANNING STREET

Post town **EDINBURGH**

County/Region **MIDLOTHIAN**

Postcode **E H 3 8 E H**

Country **SCOTLAND**

DX **DX ED 27 EDINBURGH**

Telephone **0131 228 2400. COX.176.2**

**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: NI17280

Charge code: NI01 7280 0110

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 30th March 2016 and created by EASTONVILLE TRADERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th April 2016.

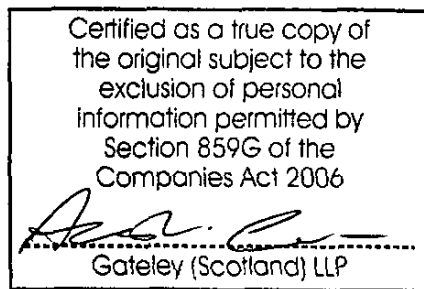
Given at Companies House, Belfast on 13th April 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



HBJ Gateley

STANDARD SECURITY

198 GREAT JUNCTION STREET, EDINBURGH, EH6 5LW

**EASTONVILLE TRADERS LIMITED
(Chargor)**

**CAPITA TRUST COMPANY LIMITED
(Security Agent)**

Gateley (Scotland) LLP
Exchange Tower
19 Canning Street
Edinburgh EH3 8EH
United Kingdom
DX ED27
Ref: COX186.2/ADM
www.hbjgateley.com

STANDARD SECURITY

By

EASTONVILLE TRADERS LIMITED, incorporated under the Companies Acts, (Registered Number NI017280) and having their Registered Office at 10 High Street, Holywood, County Down, Northern Ireland, BT18 9AZ (**"the Chargor "**)

In favour of

CAPITA TRUST COMPANY LIMITED, incorporated under the Companies Acts (Registered Number 00239726) and having its Registered Office at The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU as security trustee for the Secured Parties (**"the Security Agent"**)

Over

198 Great Junction Street, Edinburgh, EH6 5LW;

being the subjects more particularly described in the Schedule annexed (**"the Property"**).

In respect of all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document (**"the Secured Liabilities"**).

Other defined terms used in this Standard Security are as set out in Clause 13.

1. Undertaking to Pay Secured Liabilities

The Chargor:

- 1.1 undertakes to pay and discharge the Secured Liabilities to the Security Agent or as the Security Agent may direct:
 - 1.1.1 on the due date for payment or performance of the Secured Liabilities concerned as provided by the terms of any agreement or document constituting the same; and
 - 1.1.2 in the absence of any express provision for payment and performance of the Secured Liabilities concerned on written demand by the Security Agent;
- 1.2 agrees that if it fails to pay any part of the Secured Liabilities when due then such amount will bear interest (after as well as before decree and payable on demand) in accordance with the terms of the Facilities Agreement from the due date until paid in full; and
- 1.3 agrees with the Security Agent that a certificate signed by or on behalf of the Security Agent as to the amount, calculation or nature of the Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Chargor.

2. Standard Security

The Chargor as security for the due and punctual payment and performance of the Secured Liabilities hereby grants to the Security Agent a standard security over the Property.

3. Standard Conditions

The Standard Conditions and any lawful variation of the Standard Conditions operative for the time being will apply.

4. Variation to Standard Conditions

The Standard Conditions will be varied to the effect that:

4.1 Insurance

The Chargor will insure the Property (and unless otherwise agreed by the Security Agent, with the Security Agent as joint insured for its rights and interests) to the extent of the higher of (i) the market value of the Property and (ii) the full reinstatement value of the Property or to any other extent approved by the Security Agent against the risk of fire and such other risks normally insured against or as the Security Agent may require with a reputable insurance company approved by the Security Agent. The Chargor will not do and will not allow anything to be done which might prejudicially affect any insurance policy in respect of the Property. In the event that the Chargor fails to insure the Property, the Security Agent is entitled but not bound to effect such insurance and to recover the costs from the Chargor;

4.2 Insurance Proceeds

Subject to the terms of any lease affecting the Property, all sums paid under any such insurance policy in compliance with Clause 4.1 must be paid to the Security Agent, and at the option of the Security Agent will be used either to repay the Secured Liabilities or to repair, reinstate or replace the loss or damage in respect of which the insurance proceeds are paid;

4.3 Use

The Chargor will not alter the use of the Property, without the written consent of the Security Agent;

4.4 Occupation and Letting of the Property

4.4.1 The Chargor will not part with occupation of the Property or any part or grant any lease, licence, servitude, wayleave, overriding interest, real burden, water or drainage rights or other continuing rights upon or affecting the Property or any part, without the written consent of the Security Agent;

4.4.2 The Chargor will not grant or accept the surrender of, vary, terminate, renew or extend any lease of all or part of the Property without the written consent of the Security Agent;

4.5 Environmental

4.5.1 The Chargor will not do or omit to do anything, or permit anything to be done or omitted, on, at, under, over, from or to the Property or any part of it which could lead to the Chargor incurring any costs or liabilities or committing any offence under any environmental law;

4.5.2 The Chargor shall indemnify the Security Agent and its officers, employees and agents against all costs, liabilities and expenses which may be suffered or incurred by it arising out of or in connection with any such act, omission, or permission, any actual or threatened breach of

environmental law or the presence of any hazardous substances on, at, under, over, or migrating to or from the Property;

- 4.5.3 The Chargor will ensure that it complies in all material respects with the terms of all environmental laws and will notify the Security Agent immediately upon becoming aware of any environmental issues which may have a prejudicial effect on the value of the Property and immediately following receipt of any notices or upon becoming aware of any actual or threatened claims in connection with any environmental matters directly or indirectly associated with the Property;

4.6 Planning Permissions

The Chargor will not make either directly or indirectly any application for planning permission of any kind in relation to the Property or any part of the Property without the written consent of the Security Agent;

4.7 Negative Pledge and Further Assurance

- 4.7.1 The Chargor undertakes to the Security Agent that it will not, except for a Permitted Encumbrance, create or allow to subsist any Encumbrance. In the event that the Chargor creates any Encumbrance in breach of this prohibition, this Standard Security shall rank in priority to that Encumbrance;

- 4.7.2 The Chargor will, if and when required by the Security Agent, grant, sign and deliver all additional deeds and documents of any kind in a form acceptable to the Security Agent necessary in order to perfect or enhance the Security Agent's security under this Standard Security or to enable the Security Agent to enforce or exercise any of the powers available under this Standard Security;

4.8 Transfer

The Chargor will not transfer the Property or any part of it;

4.9 Compulsory Purchase Order

If the Property or any part is compulsorily purchased or requisitioned or is the subject of a notice to treat for the purposes of compulsory acquisition all claims and rights of the Chargor to compensation by reason of such acquisition will be held to be assigned to the Security Agent, with full power to the Security Agent to negotiate, agree and adjust the amount of any such compensation;

4.10 Summary Ejection

The Security Agent may, at any time after it has become entitled to enter into possession of the Property, serve notice upon the Chargor requiring it to vacate the Property within a period of seven days and the Chargor will upon the expiry of that period vacate the Property so far as occupied by it or others for whom it is responsible, and the Chargor agrees that a warrant of summary ejection may competently proceed against it in the Sheriff Court of the District in which the Property is situated at the request of the Security Agent;

4.11 Continuing Security

The security constituted by this Standard Security shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities;

4.12 Assignment

4.12.1 The Chargor may not assign or transfer or enter into any trust arrangement with any third party in respect of any of the rights, benefits and/or obligations under this Standard Security; and

4.12.2 The Security Agent may assign this Standard Security;

4.13 Moveable Items

4.13.1 In the event that the Security Agent exercises any of the remedies available to it under the Act and the Chargor fails to remove from the Property any Moveable Property, after being called upon by the Security Agent by notice in writing to remove the same within a specified period, the Security Agent will be entitled and is irrevocably authorised as agent of the Chargor to remove, sell, store or otherwise deal with or dispose of the Moveable Property in such manner and upon such terms as the Security Agent may in its sole discretion think fit, subject only to an obligation to account to the Chargor for any price received by the Security Agent for any of the same;

4.13.2 The Security Agent will not be liable for any loss or damage suffered by or caused to the Chargor by the exercise of these rights available to the Security Agent and the Chargor will be bound to indemnify the Security Agent against all expenses incurred by it in connection with or incidental to the removal, sale, storage or other dealing with or disposal of the Moveable Property and against all claims by or liability to any third party asserting ownership of any item.

5. Enforcement

For the purposes of Standard Condition 9 of the Standard Conditions, 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.

6. Secured Parties' Right to Set Off and Debit Accounts

The Chargor agrees that:

- 6.1 any monies from time to time standing to its credit on any account with a Secured Party may be retained as cover for and at any time, without notice to the Chargor, applied by that Secured Party in or towards payment or satisfaction of the Secured Liabilities or to the credit of any other account nominated by that Secured Party as security for any contingent or future liability of the Chargor to the Secured Parties;
- 6.2 a Secured Party may debit any account of the Chargor with that Secured Party with the whole or any part of any amount due by the Chargor under this Standard Security whether any such account shall be overdrawn or may become overdrawn by reason of any such debit;
- 6.3 if a Secured Party exercises any right of set-off in respect of any liability of the Chargor and that liability or any part of it is in a different currency from any credit balance against which a Secured Party seeks to set it off, the Secured Party may use the currency of the credit balance to purchase an amount in the currency of the liability at the prevailing spot selling rate of exchange for a Secured Party as it may conclusively determine and to pay out of the credit balance all costs, charges and expenses incurred by the Secured Party in connection with that purchase; and
- 6.4 the Secured Parties shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation

in any exchange rate at which any currency may be bought or sold by a Secured Party.

7. Notice of Subsequent Encumbrances

If the Security Agent receives or is deemed to have received notice of any subsequent Encumbrance or other interest affecting the Property or any part and/or proceeds of sale or realisation of the Property the Security Agent may open a new account or accounts for the Chargor in its books and if the Security Agent does not do so then, unless the Security Agent gives express written notice to the contrary to the Chargor, as from the time of receipt or deemed receipt of such notice by the Security Agent all payments made by the Chargor to the Security Agent shall notwithstanding any appropriation by the Chargor to the contrary be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

8. Suspense Accounts

All monies received by the Security Agent under this Standard Security may at the discretion of the Security Agent be credited to a suspense account and may be held in such account for so long as the Security Agent shall think fit without any obligation to apply all or any part of such monies in or towards payment or performance of the Secured Liabilities.

9. Costs and Expenses

9.1 The Chargor shall pay, on a full indemnity basis, all costs, charges, expenses and liabilities incurred by the Security Agent (including without limitation all amounts determined by the Security Agent to be necessary to compensate it for internal management or administration costs, charges and expenses) or to be incurred by the Security Agent or any attorney, manager, agent or other person appointed by the Security Agent in connection with the preparation, negotiation, completion, execution, registration, perfection, modification, amendment, issue of waivers and consents under, enforcement and or attempted enforcement, preservation of rights under, exercise or purported exercise of rights under or decision as to whether to exercise rights under, assignation, release or discharge of this Standard Security or actions, proceedings or claims in respect of this Standard Security or the Property which costs, charges and expenses shall form part of the Secured Liabilities;

9.2 All amounts payable under Clause 9.1 shall bear interest in accordance with the terms of the Facilities Agreement from the date the same are incurred, computed and compounded monthly.

10. Communications

The provisions of clause 33 (*Notices*) of the Facilities Agreement shall be deemed to be incorporated into this Standard Security, *mutatis mutandis*, as if the same were set out in full herein.

11. Warrandice

The Chargor grants warrandice.

12. Registration

The Chargor consents to the registration for preservation and execution of this Standard Security and any certificate referred to in Clause 1.3 in the Books of Council and Session.

13. Interpretation

13.1 In this Standard Security:

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

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security;

"Event of Default" has the meaning given in the Facilities Agreement;

"Facilities Agreement" means the facilities agreement dated on or about the date of this Standard Security and made between (1) Eastonville Investments Limited as borrower, (2) the Chargor and the other companies listed therein as guarantors; (3) the companies listed therein as third party security providers; (4) Earlsfort Capital Partners Limited as arranger; (5) the financial institutions listed therein as original lenders; (6) Earlsfort Capital Partners Limited as agent; and (7) Capita Trust Company Limited as security trustee for the Secured Parties;

"Finance Document" has the meaning given in the Facilities Agreement;

"Moveable Property" means any furniture, equipment, motor vehicles, goods, stock, or any other moveable property, whether of a personal or business nature;

"Permitted Encumbrances" means:

- (a) a fixed security in favour of the Security Agent;
- (b) any Encumbrance arising by operation of law and in the ordinary and usual course of trading of the Chargor; and
- (c) an Encumbrance consented to in writing by the Security Agent;

"Secured Parties" has the meaning given in the Facilities Agreement;

"Security Agent's Group" means the Security Agent, any subsidiary of it, any holding company of it and any subsidiary of its holding company;

"Standard Conditions" means the standard conditions specified in Schedule 3 of the Act;

"Transaction Obligor" has the meaning given in the Facilities Agreement;

- 13.2 without prejudice to any requirement to procure consent to the same "Chargor", "Secured Party" and "Security Agent" include their successors, assignees and transferees;
- 13.3 without prejudice to any requirement to procure consent to the same, any reference to any document of any kind is to that document as amended, varied, supplemented, novated, restated or substituted from time to time;

- 13.4 if there is any conflict between this Standard Security and the Standard Conditions, the terms of this Standard Security shall prevail, so far as permitted by law.

This is an important document. You should take independent legal advice before signing and sign only when you fully understand the consequences and if you want to be legally bound.

IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages together with the Schedule are executed for and on behalf of the said Eastonville Traders Limited as follows:-

Signature of ~~*Director/Co-Secretary/Authorised~~ Signatory/
Witness (~~*Delete as appropriate~~)

RICHARD IRWIN
Full name of above (print)

Address of Witness

Signature of ~~*Director/Authorised Signatory~~

BERNARD EASTWOOD
Full name of above (print)

13 MARCH 2016
Date of signing

MONTGOMERY HOUSE, BELFAST
Place of signing

Please also sign the Schedule where indicated.

**This is the Schedule referred to in the foregoing Standard Security by Eastonville Traders
Limited in favour of Capita Trust Company Limited**

ALL and WHOLE 198 Great Junction Street, Edinburgh, EH6 5LW, being the subjects registered in
the Land Register of Scotland under Title Number MID67908

