

MR01

104060/639

Oyez

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 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 withi
21 days beginning with the day after the date of creation of the charg
delivered outside of the 21 days it will be rejected unless it is accomp
court order extending the time for delivery.

☐ You must enclose a certified copy of the instrument with this form. It
scanned and placed on the public record. Do not send the original.

THURSDAY



SCT *S44GV2XM* 02/04/2015 #4

COMPANIES HOUSE

For official use

1 Company details

Company number S C 2 9 4 9 3 8

Company name in full BLYTHSWOOD SQUARE 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 2 7 0 3 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 WELLS FARGO BANK, NATIONAL ASSOCIATION

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

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).

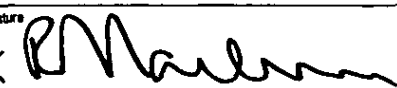
9

Signature

Please sign the form here.

Signature

Signature

X 

For MacRoberts LLP

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

MR01

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

STUART GILLIES

Company name

MacRoberts LLP

Address

Excel House

30 Semple Street

Edinburgh

Post town

Country/Region

Postcode

E H 3 8 B L

Country

DX

ED207 - EDINBURGH

Telephone

0131 229 5046

**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: 294938

Charge code: SC29 4938 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th March 2015 and created by BLYTHSWOOD SQUARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd April 2015.

Given at Companies House, Edinburgh on 8th April 2015



Companies House



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

FLOATING CHARGE

by

BLYTHSWOOD SQUARE LIMITED

in favour of

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Security Agent

MACROBERTS

EDINBURGH
CERTIFIED A TRUE COPY
EMM 2/4/15
EMM

MACROBERTS

FLOATING CHARGE

by

BLYTHSWOOD SQUARE LIMITED, a company registered under the Companies Acts in Scotland (Registered Number SC294938) and having their Registered Office is at 5th Floor, 1 Exchange Crescent, Conference Square, Edinburgh EH3 8UL (hereinafter called the "**Chargor**");

in favour of

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organised under the laws of the United States, having its head office at 420 Montgomery Street, San Francisco, CA 94104, USA. and registered with the U.S. Office of the Comptroller of the Currency under charter number 1., and registered as an overseas company in the United Kingdom (Registered Number FCO26633), having their principal place of business at 1 Plantation Place 30 Fenchurch Street, London EC3M 3BD and acting through their London Branch at 1 Plantation Place aforesaid ("**Wells Fargo**"), as security trustee for the Secured Parties in terms of the Facility Agreement as defined below (the "**Security Agent**" which expression shall include its successors and assignees as trustee foresaid from time to time).

WHEREAS:

A. Pursuant to the terms of a facility agreement (as amended, varied, novated or supplemented from time to time being the "**Facility Agreement**") dated on or around the date hereof between, *inter alios*, **SIENA BIDCO LIMITED** as the Borrower, the Chargor, **The Town House Collection Holdings Limited** and **The Town House Company Limited** as Guarantors and the Security Agent, (i) the Lenders will make available to the Borrower certain term loan facilities and (ii) the Security Agent has agreed to hold on trust, *inter alia*, the Security Property for the Secured Parties (each as defined therein);

B. In security for *inter alia* the payment and discharge of the Secured Liabilities (as defined below) the Chargor has entered into a security agreement dated on or around the date hereof (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,

(the Facility Agreement and the Security Agreement being hereinafter referred to as the "**Documents**");

C. In accordance with the terms of the Documents the Chargor has agreed to grant this Floating Charge; and

D. This Floating Charge is a Finance Document.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Floating Charge, unless the context otherwise requires:

"**Agent**" means Wells Fargo as agent of the other Finance Parties;

"**Authorisation**" shall have the meaning ascribed to it in the Facility Agreement;

"**Charged Assets**" means all assets of the Chargor the subject of the security created by this Floating Charge;

"**Event of Default**" means an Event of Default in accordance with and as defined in the Facility Agreement;

"Finance Documents" shall have the meaning ascribed to it in the Facility Agreement;

"Floating Charge" means this floating charge;

"Majority Lenders" shall have the meaning ascribed to it in the Facility Agreement;

"Receiver" means a receiver or an administrator in each case appointed under this Floating Charge;

"Secured Liabilities" means 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;

"Security" shall have the meaning ascribed to it in the Facility Agreement;

"Statutes" means the Companies Act 1985 and the Insolvency Act 1986 and any other Acts of Parliament referred to now or hereafter relevant in the context of this Floating Charge; and

"Transaction Obligor" shall have the meaning ascribed to it in the Facility Agreement.

1.2 Construction

1.2.1 Words and expressions defined in the Documents shall, unless otherwise defined herein (or the context otherwise requires), have the same meanings in this Floating Charge (including the recitals hereto) and the principles of construction set out in the Facility Agreement shall apply hereto.

1.2.2 In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Finance Documents (in so far as they relate to the Charged Assets) shall be deemed to form part of this Floating Charge and are incorporated herein *mutatis mutandis* but so that each reference therein to a Property, the "assets" or to the Security Assets (as the context so requires) shall be read as a reference to the Charged Assets and shall be in addition to the obligations of the Chargor specified herein. In the event of and to the extent of any conflict between the terms of the Finance Documents and the terms of this Floating Charge, the terms of the Finance Documents shall prevail.

2. UNDERTAKING TO PAY

The Chargor undertakes to the Security Agent (as trustee for the Secured Parties) that it will pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. CHARGE

3.1.1 As continuing security for the payment and discharge of the Secured Liabilities, the Chargor charges by way of a first floating charge all its present and future property, assets and undertaking.

3.1.2 The floating charge created by Clause 3.1.1 above shall rank (One) preferred in priority to (i) any other floating charge validly and effectively granted by the Chargor in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Liabilities prior to the date of this Floating Charge and (ii) any other Security created by the Chargor (Two) deferred in priority to all fixed Security validly and effectively granted by the Chargor from time to time in favour of the Security;

3.1.3 The floating charge created by this subclause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4. ENFORCEMENT OF SECURITY

- 4.1 This Floating Charge will become immediately enforceable if an Event of Default occurs and is continuing and the Security Agent gives written notice to the Chargor that this Floating Charge is enforceable.
- 4.2 While this Floating Charge is enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Floating Charge in any manner it sees fit or as the Agent (acting on behalf of the Majority Lenders) directs, as the case may be.
- 4.3 All powers conferred by Statute and other powers in terms of this Floating Charge, will be immediately exercisable at any time that this Floating Charge is enforceable.

5. FURTHER ASSURANCE

- 5.1 The Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require (acting reasonably) for:
- (a) creating, perfecting or protecting the Security intended to be created by this Floating Charge; or
 - (b) facilitating the realisation of any Charged Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or administrator or any of its delegates or sub-delegates in respect of any Charged Asset in accordance with this Floating Charge

6. POWER OF ATTORNEY

- 6.1 The Chargor, for the purposes of ensuring compliance with clause 5 (Further Assurance) of this Floating Charge irrevocably appoints the Security Agent to be its attorney to take any action which the Chargor is obliged to take under this Floating Charge.
- 6.2 The right to take any action under clause 6.1 above may only be exercised following the occurrence of an Event of Default which is continuing. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

7. APPOINTMENT AND RIGHTS OF RECEIVERS

7.1 Statutory powers

The powers conferred by this Floating Charge on the Security Agent or a Receiver are in addition to and not in substitution for the powers conferred under the Statutes or otherwise by law and in the case of any conflict between the powers contained in the Statutes and those conferred by this Floating Charge, the terms of this Floating Charge will prevail.

7.2 Appointment and removal

- 7.2.1 To the extent permitted by law, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Charged Assets if:
- (a) this Floating Charge has become enforceable; or
 - (b) the Chargor so requests the Security Agent in writing at any time.
- 7.2.2 The Security Agent may remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.
- 7.2.3 The Security Agent may fix the remuneration of any Receiver appointed by it.
- 7.2.4 To the fullest extent allowed by law, any right, power or discretion conferred by this Floating Charge (either expressly or impliedly) or by law on a Receiver may when this Floating Charge is enforceable be exercised by the Security Agent in relation to any

Charged Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

8. POWERS OF RECEIVERS

8.1 General

8.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes:

- (a) in the case of an administrative receiver, all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Insolvency Act 1986.

8.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Floating Charge individually and to the exclusion of any other Receiver.

8.1.3 A Receiver may:

- (a) take immediate possession of, get in and collect any Charged Asset and may carry on any business of the Chargor in any manner he thinks fit;
- (b) appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Floating Charge upon such terms as to remuneration or otherwise as he thinks fit;
- (c) discharge any person appointed by the Chargor;
- (d) raise and borrow money either unsecured or on the security of any Charged Asset either in priority to this Floating Charge or otherwise and generally on any terms and for whatever purpose which he thinks fit;
- (e) let any Charged Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- (f) settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Charged Asset;
- (g) bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Charged Asset which he thinks fit;
- (h) give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Asset;
- (i) form a Subsidiary of the Chargor and transfer to that Subsidiary any Charged Asset;
- (j) delegate his powers in accordance with the Finance Documents; and
- (k) lend money or advance credit to any customer of the Chargor.

8.2 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Charged Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he thinks fit.

8.3 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Charges Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

8.4 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Charged Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Floating Charge or law;
- (b) exercise in relation to any Charged Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Charged Asset; and
- (c) use the name of the Chargor for any of the above purposes.

9. GOVERNING LAW AND JURISDICTION

- 9.1 For the benefit of the Security Agent and each Secured Party, this Floating Charge will be governed by, and construed in all respects in accordance with, the law of Scotland and the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts.
- 9.2 Nothing in this Clause 9 shall affect any right any person may have to take proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude any person from taking proceedings in any other jurisdiction.


IN WITNESS WHEREOF these presents consisting of this and the preceding five pages are executed as follows –

SUBSCRIBED for and on behalf of
BLYTHSWOOD SQUARE LIMITED

at London

on 27/03/15

by SHARAH PROUGHTON



Director/Authorised Signatory

in the presence of:

Witness: [Signature]

Full Name: JOHN LAMBILLION

Address: TEN BLYTHSWOOD SQUARE
LONDON
E1 6EG