



Registration of a Charge

Company Name: **MD EDINBURGH INVESTMENTS LTD**

Company Number: **SC613758**



Received for filing in Electronic Format on the: **06/10/2022**

XBE117T7

Details of Charge

Date of creation: **20/09/2022**

Charge code: **SC61 3758 0009**

Persons entitled: **HANDELSBANKEN PLC**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ACW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 613758

Charge code: SC61 3758 0009

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th September 2022 and created by MD EDINBURGH INVESTMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th October 2022 .

Given at Companies House, Edinburgh on 6th October 2022

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 **BOND AND FLOATING CHARGE** is given

by

- (1) **MD Edinburgh Investments Ltd**, a company incorporated under the Companies Acts with registered number SC613758 and having its registered office at 20 Nicolson Street, Edinburgh, EH8 9DH ("**the Chargor**")

in favour of

- (2) **Handelsbanken plc**, 3 Thomas More Square, London, E1W 1WY ("**the Bank**").

CONSIDERING THAT:

- (i) the Bank has agreed or will agree to make certain facilities available to the Chargor;
- (ii) one of the conditions precedent to the availability of the aforementioned facilities is that the Chargor grants to the Bank this bond and floating charge.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:

"**the Act**" means the Companies Act 1985;

"**Administrator**" means any administrator appointed pursuant to this Instrument;

"**Encumbrance**" means any mortgage, pledge, lien, charge, assignment by way of security, assignation in security, hypothec, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"**Event of Default**" means (i) any breach by the Chargor of any of the provisions of this Instrument or (ii) any failure by the Chargor to make payment of any of the Secured Liabilities when demanded or (iii) a petition being presented for the making of an administration order in respect of the Chargor, an application being made or a resolution being passed for the winding up of the Chargor or a receiver being appointed in respect of any of the property, undertakings or assets of the Chargor or (iv) any other event designated as an event of default or any similar expression or which otherwise entitles the Bank to demand payment from the Chargor in terms of any loan or other documentation in force from time to time;

"**Financial Collateral**" shall have the meaning given to that expression in the Financial Collateral Regulations;

"**Financial Collateral Regulations**" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226);

"**Insolvency Act**" means the Insolvency Act 1986;

"**Insurances**" means the Chargor's interest in all contracts and policies of insurance which are from time to time taken out or effected by or on behalf of the Chargor in connection with the Secured Assets;

"**Person**" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality);

"Receiver" means any receiver, receiver and manager or administrative receiver appointed in respect of the Secured Assets (whether pursuant to this Instrument, pursuant to any statute, by a Court or otherwise) and includes joint receivers;

"Secured Assets" means the whole of the property (including uncalled capital) which is or may be from time to time while this Instrument is in force comprised in the property and undertaking of the Chargor;

"Secured Liabilities" means all present and future obligations and liabilities of the Chargor to the Bank, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Bank; and

"Security Financial Collateral Arrangements" shall have the meaning given to that expression in the Financial Collateral Regulations.

- 1.2 References in this Instrument to a **"fixed security"** shall be construed as a reference to a fixed security as defined by Section 486 of the Act as in force at the date of this Instrument.
- 1.3 The expressions **"the Chargor"** and **"the Bank"** shall include the permitted successors, assignees and transferees of the Chargor and the Bank.
- 1.4 Any reference in this Instrument to this Instrument or to any other agreement or instrument shall be construed as a reference to this Instrument or such agreement or instrument as varied, amended, supplemented, extended, restated, novated and/or replaced from time to time.
- 1.5 Unless any provision of this Instrument or the context otherwise requires, any reference in this Instrument to any statute or any section of any statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.
- 1.6 In this Instrument the singular includes the plural and *vice versa*. Clause headings are for convenience of reference only and a reference to a Clause is a reference to a clause of this Instrument.
- 1.7 Any appointment of a Receiver under Clause 7 may be made by any successor or permitted assignee or transferee of the Bank and the Chargor hereby irrevocably appoints each such successor or assignee or transferee to be its attorney in the terms and for the purposes stated in Clause 12.
- 1.8 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Instrument which is accordingly a qualifying floating charge.
- 1.9 The date of delivery of this Instrument is the date of delivery stated in the execution block below. If no date of delivery is stated, the date of delivery is the date that this Instrument is subscribed by the Chargor.

2 BOND

The Chargor undertakes to the Bank that it will pay or discharge to the Bank all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).

3 FLOATING CHARGE

The Chargor as security for the payment and discharge of all the Secured Liabilities hereby grants in favour of the Bank a floating charge over the Secured Assets.