



Registration of a Charge

Company Name: **AMBER TAVERNS LIMITED**

Company Number: **05335601**



Received for filing in Electronic Format on the: **19/05/2021**

XA4TKJRU

Details of Charge

Date of creation: **10/05/2021**

Charge code: **0533 5601 0204**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **89 HIGH STREET, KIRKCALDY, KY1 1LW; AND 2 WHYTESCAUSEWAY, KIRKCALDY, KY1 1XF THE TENANT'S INTEREST IN WHICH IS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER FFE110156**

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: 5335601

Charge code: 0533 5601 0204

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2021 and created by AMBER TAVERNS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th May 2021 .

Given at Companies House, Cardiff on 20th May 2021

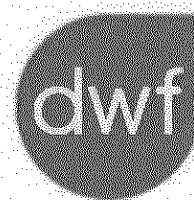
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



(1) AMBER TAVERNS LIMITED

in favour of

(2) GLAS TRUST CORPORATION LIMITED

**STANDARD SECURITY RELATING TO 82 HIGH STREET, KIRKCALDY KY1 1LW and
2 WHYTESCAUSEWAY, KIRKCALDY KY1 1XF**

**DWF LLP
No. 2 Lochrin Square
96 Fountainbridge
Edinburgh
EH3 9QA
(Ref: N17760-322)**

THIS STANDARD SECURITY is granted by:

- (1) **AMBER TAVERNS LIMITED**, a company incorporated in England & Wales (Company Number 05335601) and having its registered office at The Victory Offices, 112 Victory Road, Blackpool, Lancashire, FY1 3NW (the **Chargor**);

in favour of

- (2) **GLAS TRUST CORPORATION LIMITED**, a company incorporated in England & Wales (Company Number 07927175) and having its registered office at 45 Ludgate Hill, London, EC4M 7JU in its capacity as security agent and trustee for itself and each of the Secured Parties (as defined in the Senior Facilities Agreement (as defined below)) (the **Security Agent**).

1. Interpretation

- 1.1 In this Standard Security the following terms have the following meanings

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;
Intercreditor Agreement	means the intercreditor agreement dated on or about 27 October 2017 and made between (i) Global Loan Agency Services Limited (as Agent); (ii) the parties identified therein as Senior Lenders; (iii) HSBC Bank PLC as First Lien Arranger; (iv) Ares Management Limited (as Second Lien Arranger); (v) the parties identified therein as Hedge Counterparties; (vi) Kildale Pikco Limited (as Subordinated Creditor); (vii) Kildale Parentco Limited (as Parent); (viii) Kildale Bidco Limited (as Company); (ix) the parties identified therein as Intra-Group Lenders; (x) the parties identified therein as Original Debtors; and (xi) the Security Agent;
Property	means ALL and WHOLE the subjects known generally as 89 High Street and 2 Whytescausway, Kirkcaldy being the subjects more particularly described in and leased by the lease between Second Covent Garden Property Company Limited and Montague Burton Limited dated 21 and 23 March 1949 and recorded in the Division of the General Register of Sasines for the County of Fife on 6 April 1949, the tenant's interest in which is registered in the Land Register of Scotland under title number FFE110156;
Secured Finance Documents	means the Finance Documents and the Hedging Agreements (each as defined in the Senior Facilities

Secured Liabilities

Agreement;

means all monies, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred (before or after demand) by the Chargor to the Secured Parties under the Secured Finance Documents and whether present or future, actual or contingent in any manner whatsoever, as principal or cautioner and whether alone or jointly with any other party or parties including interest, commission, fees, legal and other costs, charges and expenses including (without limitation) under or in connection with the Secured Finance Documents;

Security Agreement

means the English law debenture granted by the Chargor, amongst others, in favour of the Security Agent dated 27 October 2017;

Security Period

means the period beginning on the date of this Standard Security and ending on the date on which:-

- (a) all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Secured Finance Documents;

Senior Facilities Agreement

means the £129,000,000 senior term and revolving facilities agreement dated 27 October 2017 amongst (i) Kildale Parentco Limited (as Parent); (ii) Kildale Bidco Limited (as Company); (iii) Kildale Bidco Limited (as Original Borrower); (iv) the subsidiaries of the Parent defined therein as Original Guarantors; (v) HSBC Bank PLC (as First Lien Arranger); (vi) Ares Management Limited (as Second Lien Arranger); (vii) the parties defined therein as Original Lenders; (viii) the parties defined therein as Original Hedge Counterparties; (ix) Global Loan Agency Services Limited (as Agent); and (x) the Security Agent;

Standard Conditions

means the standard conditions specified in Schedule 3 of the Act.

- 1.2 Unless the context otherwise requires or unless defined in this Standard Security, all words and expressions defined or whose interpretation is provided for in the Senior Facilities

Agreement or in the Intercreditor Agreement shall have the same meanings in this Standard Security

1.3 The principles of interpretation set out in Clause 1 (*Definitions and Interpretation*) of the Senior Facilities Agreement shall apply to this Standard Security insofar as they are relevant to it.

1.4 Unless a contrary indication appears, a reference in this Standard Security to:

1.4.1 unless the context otherwise requires, a reference to a **Secured Finance Document** or any other agreement, deed or instrument is a reference to that Secured Finance Document or other agreement, deed or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Secured Finance Document or other agreement, deed or instrument;

1.4.2 any **rights** in respect of an asset includes:

1.4.2.1 all amounts and proceeds paid or payable;

1.4.2.2 all rights to make any demand or claim; and

1.4.2.3 all powers, remedies, causes of action, security, guarantees and indemnities,

in each case in respect of or derived from that asset; and

1.4.3 the term **this Security** means any Security created by this Standard Security.

1.5 The Chargor acknowledges that this Security shall be held by the Security Agent as trustee for the benefit of itself and each of the Secured Parties.

1.6 Except as provided for in the Secured Finance Documents, a person who is not a party to this Standard Security shall have no rights under the Contacts (Rights of Third Parties) (Scotland) Act 2017 to rely upon or enforce any term of this Standard Security provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act.

1.7 The terms of this Standard Security are subject to the terms of the Intercreditor Agreement and to the extent that there is any conflict or inconsistency between the terms of this Standard Security and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

2. **Undertaking to Pay**

2.1 The Chargor undertakes that it will on demand pay and discharge the Secured Liabilities when due.

2.2 The Chargor undertakes to pay interest at the Default Rate to the Security Agent on any sum not paid in accordance with clause 2.1 until payment (both before and after

judgment) and in accordance with clause 12.3 (*Default Interest*) of the Senior Facilities Agreement.

3. Standard Security

The Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities hereby grants to the Security Agent (in its capacity as security trustee for the Secured Parties) a standard security over the Property.

4. Standard Conditions

4.1 The Chargor agrees that the Standard Conditions shall apply but shall be varied, in so far as lawful and applicable, in accordance with clause 4.2.

4.2 The representations, warranties, undertakings and covenants specified and contained in each of the Senior Facilities Agreement relating to the Property and the rights and powers granted thereunder shall be deemed to be repeated in this Standard Security and shall, except in so far as inconsistent with the terms of this Standard Security, apply mutatis mutandis, to the Property and the Security and other rights and powers created under and in accordance with this Standard Security and the Standard Conditions shall, in so far as lawful and applicable be deemed to be varied accordingly.

5. Enforcement

5.1 This Security shall become enforceable upon:-

5.1.1 the occurrence of a Declared Default;

5.1.2 any request being made by the Chargor to the Security Agent for the appointment of a receiver or an administrator, or for the Security Agent to exercise any other power or right available to it; or

5.1.3 the occurrence of any event causing, or purporting to cause the floating charge created by the Security Agreement to become fixed in relation to any asset subject to a Security in accordance with the Security Agreement.

5.2 Upon this Standard Security becoming enforceable:

5.2.1 the Chargor shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions; and

5.2.2 the Security Agent shall be able to take warrant of summary ejection against the Chargor for the purpose of obtaining possession of the Property.

5.3 Without prejudice to any other provision of this Standard Security, entry into possession of the Property shall not render a Secured Party or any of their respective officers or employees liable:-

5.3.1 to account as heritable creditor in possession;

5.3.2 for any loss on realisation;

- 5.3.3 for any default or omission for which a heritable creditor in possession might be liable,

and if and whenever such Secured Party enters into possession of the Property, it shall be entitled at any time it or he thinks fit to relinquish possession.

- 5.4 No Secured Party or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Standard Security.

- 5.5 No purchaser or other person dealing with the Security Agent or any person to whom the Security Agent has delegated any of its powers shall be concerned:-

- 5.5.1 to enquire whether any powers which the Security Agent have exercised has arisen or become exercisable;
- 5.5.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Security Agent to act;
- 5.5.3 as to the propriety or validity of the exercise of those powers; or
- 5.5.4 with the applicable of any moneys paid to the Security Agent or to any other person,

and the title and position of a purchaser or such person shall not be challengeable by reference to any of those matters.

- 5.6 During the Security Period, the Security Agent and each Secured Party may:-

- 5.6.1 refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to clause 6, apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the same; and
- 5.6.2 hold in an interest bearing suspense account any moneys received from the Chargor on account of the Secured Liabilities.

6. Application of Proceeds

- 6.1 All sums received by virtue of this Standard Security and/or any other Transaction Security Documents by the Security Agent shall, subject to the payment of any claim having priority to this Standard Security, be paid or applied in the following order of priority:

- 6.1.1 **first**, in or toward satisfaction pro rate of, or the provisions pro rata for, all costs, charges and expenses incurred and payments made by the Security Agent as agent and trustee for the Secured Parties and/or as trustee in relation to the Transaction Security Documents (including legal expenses) together with interest at the Default Rate (both before and after judgment)

from the date those amounts became due until the date they are irrevocably paid in full;

6.1.2 **second**, on or toward the payment pro rate of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Security Agent;

6.1.3 **thirdly**, in or towards payment of the Secured Liabilities in accordance with the Intercreditor Agreement; and

6.1.4 **fourthly**, in the payment of the surplus (if any) to the Chargor or any other person entitled to it.

7. Delegation

7.1 The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under this Standard Security. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent thinks fit.

8. Restrictions of Dealings

8.1 The Chargor undertakes that it shall at all times prior to the end of the Security Period, not create or permit to subsist any Security over all or any part of the Property, nor do anything else prohibited by clause 25.16 (*Negative Pledge*) of the Senior Facilities Agreement, except as expressly permitted under the terms of the Secured Finance Documents.

8.2 The Chargor undertakes that it shall at all times prior to the end of the Security Period, not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of all or any part of the Property except as permitted by clause 25.17 (*Disposals*) of the Senior Facilities Agreement.

9. Liability

9.1 No Secured Party or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Standard Security.

9.2 Notwithstanding clause 9.1 above, each Secured Party or any of their respective officers, employees or delegates shall be liable and responsive to a Chargor or any loss or liability arising from its own gross negligence or wilful misconduct.

10. Further Assurance

10.1 The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, securities, charges, notices and instructions) as the Security

Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):-

10.1.1 to perfect the Security created or intended to be created under or evidenced by this Standard Security or for the exercise of any rights, powers and remedies of the Security Agent provided or pursuant to this Standard Security, the Act or by law; and

10.1.2 on the occurrence of a Declared Default, to facilitate the realisation of the assets which are, or are intended to be, the subject of this Standard Security.

10.2 The Chargor shall take all such action as is available to it (including making all filings and registration) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to this Standard Security.

11. Power of Attorney

Upon the occurrence of a Declared Default, the Chargor irrevocably appoints:-

11.1 the Security Agent; and

11.2 any delegate or sub delegate of, or other person nominated in writing by, an office of the Security Agent;

severally as the Chargor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which the Chargor could be required to do or execute under any provision of this Standard Security, or which the Security Agent in its sole opinion may consider necessary or desirable for perfecting its title to the Property or enabling the Security Agent to exercise any of its rights or powers under this Standard Security.

12. Notice of Subsequent Encumbrances

Notwithstanding any Permitted Transaction, if the Security Agent or any other Secured Party receives notice (whether actual or otherwise) of any subsequent Security over or affecting all or any part of the Property or if a petition is presented or resolution passed in relation to the winding up of the Chargor or if this Security ceases to be a continuing Security for whatever reason, the Security Agent and any other relevant Secured Party or Secured Parties may close the current account or accounts and/or open a new account or accounts for the Chargor. If the Security Agent or any other Secured Party does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by the Chargor to the Security Agent or that Secured Party shall be credited to or be treated as having been credited to the new account or accounts and shall not operate to reduce the Secured Liabilities.

13. Protection of security

- 13.1 This Security shall operate as a continuing Security and shall extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge of any of the Secured Liabilities or any other matter whatsoever.
- 13.2 This Standard Security is without prejudice and is in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Security Agent or any other Secured Party may have now or at any time in the future for or in respect of the Secured Liabilities.
- 13.3 Neither this Security nor the obligations of the Chargor under this Standard Security will be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Secure Agent or any other Secured Party) including:-
 - 13.3.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;
 - 13.3.2 the release of any Obligor or any other person under the terms of any composition or arrangement with any person;
 - 13.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against or Security over assets of any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
 - 13.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members of status of any Obligor or any other person;
 - 13.3.5 any amendment (however fundamental), replacement, variation, novation, assignation or avoidance or termination of a Secured Finance Document or any other document or Security;
 - 13.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by any person under any Secured Finance Document or any other document; or
 - 13.3.7 an insolvency, liquidation, administration or similar procedure.
- 13.4 The Chargor waives any right it may have of first requiring the Security Agent or any other Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights of Security or claim payment from any person before claiming from the Chargor under this Standard Security. This waiver applies irrespective of any law or any provision of a Secured Finance Document to the contrary.

13.5 Notwithstanding anything contained in this Standard Security or implied to the contrary, the Chargor shall remain liable to observe and perform all conditions and obligations assumed by it in relation to the Property. No Secured Party is under any obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

13.6 The provisions of this clause 13 (and of clause 15 below) shall continue in full force and effect notwithstanding any partial release or discharge of this Standard Security.

14. Partial Invalidity

If any provision of this Standard Security is illegal, invalid or unenforceable, that shall not affect the validity and enforceability of any other provision.

15. Indemnity

15.1 The Chargor shall indemnify and keep indemnified each Secured Party and their respective offices, employees and delegate, against all claims, costs, expenses and liabilities incurred by them in respect of all of any of the following:-

15.1.1 any act or omission by any of them in relation to all or any part of the Property;

15.1.2 any payment relating to or in respect of all or any part of the Property which is made at any time by any of them;

15.1.3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or performance or enforcement of, this Standard Security;

15.1.4 exercising or purporting to exercise or failing to exercise any of the rights, powers or discretion conferred on them or permitted under this Standard Security; and

15.1.5 any breach by the Chargor of any of its undertaking or other obligations to the Security Agent or any other Secured Party;

except in the case of gross negligence or wilful misconduct on the part of the relevant Secured Party.

15.2 Each Secured Party and their respective officers, employees and delegates shall be entitled to be indemnified out of the Property in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in clause 15.1 above.

16. Powers and discretions

The rights, powers and discretions given to the Security Agent under this Standard Security:-

16.1 may be exercised as often as, and in such manner as, the Security Agent thinks fit;

16.2 are cumulative and are not exclusive of any of its rights under the general law or the Act; and

16.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right is not a waiver of that right.

17. Calculations and Certificates

Any certificate by an officer of the Security Agent:-

17.1 as to any amount for the time being due to the Secured Parties or any of them; or

17.2 as to any sums payable to the Security Agent under this Standard Security,

shall (save in the case of manifest error) be conclusive and binding upon the Chargor for all purposes.

18. Release

Upon the end of the Security Period, the Security Agent shall, or shall procure that its appointees will, at the request and cost (such cost to be reasonable) of the Chargor irrevocably and unconditionally release the Property from this Standard Security.

19. Reinstatement

If the Security Agent considers that any amount paid or credited to any Secured Party under any Secured Finance Document (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

19.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and

19.2 the liability of the Chargor and this Security shall continue as if that amount had not been paid or credited.

20. Governing Law

20.1 This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

20.2 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute regarding the existing, validity or termination of this Standard Security or any non-contractual obligation arising out of or in connection with this Standard Security) (a Dispute).

20.3 The parties to this Standard Security agree that the courts of Scotland are the most appropriate and convenient courts to settle disputes and accordingly no such party will argue to the contrary.

20.4 This clause 20 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

21. **Warrandice**

The Chargor grants warrandice.

22. **Registration**

The Chargor consents to the registration for preservation and execution of this Standard Security and any certificate referred to in Clause 17 in the Books of Council and Session. 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.

IN WITNESS WHEREOF these presents are executed as follows:

SIGNED for and on behalf of

AMBER TAVERNS LIMITED

place of signing Wheatheaf, Preston, PR2

on 5-3-21

by JAMES EDWARD BAER

(Print Full Name)

one of its Directors

Baer

(Signature)

In the presence of:

JOANNE JONES

Name

[Signature]

Witness (Signature)

16 EERTON ROAD, ASHTON-ON-RIBBLE, PR21AT

Address

ACCOUNTANT

Occupation