

MR01

Particulars of a charge

129162-13

laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file the form online
Please go to www.companies.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 an instrument Use form MR08

THURSDAY



A51Y6NHD

A09

03/03/2016

#245

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1

Company details

Company number 0 0 0 3 1 8 0 1

Company name in full ANGLIA MALTINGS (HOLDINGS) LIMITED

6 For official use

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 3 0 2 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 Lloyds Bank Plc, as security agent and trustee

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

MR01

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

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

Brief description

ALL and WHOLE the tenant's interest in and to a lease between Grampian Regional Council and Matrix Europe Limited of subjects being an area of ground at March Road Industrial Estate, Buckie AB56 4BB, as amended and/or subsequently varied from time to time, the tenant's interest in the aforementioned lease being registered in the Land Register of Scotland under Title Number BNF5251, for more details please refer to instrument

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

X DCA Piper Scotland

X

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

Signature

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 Edwin Truesdale

Company name DLA Piper Scotland LLP

Address Rutland Square

Post town EDINBURGH

County/Region

Postcode E H 1 2 A A

Country

DX DX ED271 Edinburgh

Telephone 08700 111 111



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

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included a certified copy of the instrument with this form
- ☒ [X] You have entered the date on which the charge was created
- ☒ [X] You have shown the names of persons entitled to the charge
- ☒ [X] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [X] You have given a description in Section 4, if appropriate
- ☒ [X] You have signed the form
- ☒ [X] You have enclosed the correct fee
- ☒ [X] 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: 31801

Charge code: 0003 1801 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2016 and created by ANGLIA MALTINGS (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2016

Given at Companies House, Cardiff on 10th March 2016



Companies House



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

FAS 9052ERT



WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

DATE 2 March 2016

SIGNED [Signature]

DLA PIPER UK LLP

DLA PIPER SCOTLAND LLP

STANDARD SECURITY

by

ANGLIA MALTINGS (HOLDINGS) LIMITED

in favour of

LLOYDS BANK PLC
(as Security Agent)

Subjects: Subjects being an area of ground at March Road Industrial Estate, Buckie AB56 4BB

We, **ANGLIA MALTINGS (HOLDINGS) LIMITED**, a company incorporated in England and Wales under the Companies Acts (registered number 00031801) and having our registered office at Great Ryburgh, Fakenham, Norfolk NR21 7AS (the "**Chargor**") hereby in security for our undertaking to pay and discharge all or any of the Secured Obligations (as defined below) owed to the Secured Parties including **LLOYDS BANK PLC**, a company incorporated in England and Wales with number 2065 and having its registered office at 25 Gresham Street, London EC2V 7HN, in its capacity as security agent and trustee for the Secured Parties and any of their transferees, assignees or successors in title from time to time permitted under the Facility Agreement (as defined below) (hereinafter referred to as the "**Security Agent**"), hereby grant a standard security in favour of the Security Agent over **ALL** and **WHOLE** the tenant's interest in and to a lease between Grampian Regional Council and Matrix Europe Limited of subjects being an area of ground at March Road Industrial Estate, Buckie AB56 4BB, as amended and/or subsequently varied from time to time, the tenant's interest in the aforementioned lease being registered in the Land Register of Scotland under Title Number BNF5251 on 27 September 2007 (the "**Property**"); The Standard Conditions (the "**Standard Conditions**") specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971, and any lawful variation thereof operative for the time being shall apply except as varied, where, in accordance with (i) the Facility Agreement as aforesaid and (ii) the conditions set out in Part 1 of the schedule annexed and executed as relative hereto (the "**Schedule**"), declaring that in the event of any inconsistency between the terms of this Standard Security and the said Facility Agreement, to the extent lawfully possible, the terms of the Facility Agreement shall prevail.

1. In this Standard Security:

(i) terms defined in, or construed for the purposes of, the Facility Agreement (as defined below) have the same meanings when used in this Standard Security (unless the same are otherwise defined in this Standard Security) and unless a contrary indication appears, the provisions of Clause 1.2 (*Interpretation*) of the Facility Agreement apply to this Standard Security as though set out in full in this Standard Security, except that references to "this Agreement" will be construed as references to this Standard Security; and

(ii) the following expressions shall so far as the context so admits have the following meanings.

- 1.1 "**Acceleration Event**" means an Event of Default in respect of which any notice has been issued or rights exercised by the Agent under clause 29 (*Rights of the Finance Parties*) of the Facility Agreement;
- 1.2 "**Facility Agreement**" means an asset based lending agreement dated on or around the date of this Standard Security and made between amongst others (1) Anglia Maltings (Holdings) Limited (company number 00031801) as Company, (2) the company listed in part 1 of schedule 1 thereto as the Original Receivables Obligor, (3) the company listed in part 2 of schedule 1 thereto as the Original Borrower, (4) the companies listed in part 3 of schedule 1 thereto as the Original Guarantors, (5) the financial institutions listed in part 3 of schedule 1 thereto as Arrangers, (6) Lloyds Bank Commercial Finance Limited as the Administrator, (7) Lloyds Bank Plc as the Agent, (8) Lloyds Bank Plc as the Receivables Trustee, (9) Lloyds Bank Plc as Security Agent and (10) the financial institutions listed in part 5 of schedule 1 thereto as the Original Financiers, pursuant to which the Original Financiers agreed to make certain facilities available to the Receivables Obligor and to the Borrower; and
- 1.3 "**Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Security Agent and/or the other Secured Parties (or any of

them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed and under any guarantee and indemnity contained in the Facilities Agreement)

- 2 Unless a contrary indication appears, any reference in this Standard Security to:
- 2 1 "Chargor", "Security Agent" or any other "Finance Party" shall be construed so as to include its successors in title, permitted assignees and permitted transferees;
- 2 2 "Standard Security", "Facility Agreement", or any other "Finance Document" or any other agreement or instrument shall be construed as a reference to this Standard Security, the Facility Agreement, such other Finance Document or, as the case may be, such other agreement or instrument as amended, supplemented, novated and/or replaced in any manner from time to time (even if any of the same increases the obligations of the Chargor or provides for further advances),
- 2 3 "including" or "includes" means including or includes without limitation;
- 2 4 a provision of law is a reference to that provision as amended or re-enacted, and
- 2 5 the singular includes the plural and vice versa.

3. Governing Law And Jurisdiction

- 3.1 This Standard Security shall be construed and governed in all respects in accordance with the law of Scotland.

4. Enforcement – Jurisdiction of the Scottish Courts

- 4 1 The Courts of Scotland have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Standard Security ("Dispute") and that, accordingly, any suit, action or proceedings arising out of or in connection with this Standard Security ("Proceedings") may be brought in those Courts and for no other purposes the Chargor irrevocably prorogates the jurisdiction of those Courts.
- 4 2 The Chargor agrees that the Courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly will not argue to the contrary
- 4 3 This clause 4 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

4.4 And the Chargor grants warrandice, And the Chargor consents to registration for preservation **IN WITNESS WHEREOF** these presents typewritten on this and the two preceding pages together with the Schedule are executed by the said Anglia Maltings (Holdings) Limited as follows:

by


 Director/~~Company Secretary~~/Authorised Signatory

ALAN CLARK Full Name

at LONDON

on the 16 .. day of FEBRUARY 2016

before this witness:

 Witness
..... SIMON POMIN Full Name
..... Address

McShannon Harwood LLP
1 Finsbury Circus
London EC2M 7SH

This is the Schedule referred to in the forgoing Standard Security by Anglia Maltings (Holdings) Limited in favour of Lloyds Bank, as Security Agent

Part 1

Variations to the Standard Conditions

1. Definitions

1.1 "Planning Acts" means the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997, the Planning (Consequential Provisions) (Scotland) Act 1997, the Local Government and Planning (Scotland) Act 1982, the Planning (Scotland) Act 2006 and any future legislation of like purpose or of a similar nature;

1.2 "Security Period" means the period beginning on or around the date of execution of the foregoing Standard Security and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and the Security Agent has no further commitment, obligation or liability to any Obligor; and

1.3 "Termination Event" shall have the meaning ascribed to it in the Facility Agreement

2. Default

Standard Condition 9(1) of the Standard Conditions shall be varied such that the Chargor shall only be held to be in default upon the occurrence of an Termination Event

3. Negative pledge and disposals

The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent:

3.1 create or permit to subsist any Security over the Property other than as created by the foregoing Standard Security, except as permitted by the Facility Agreement, or

3.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in the Property except as permitted by the Facility Agreement.

4. Property generally

4.1 The Chargor shall

4.1.1 notify the Security Agent immediately upon receipt of every material notice, order, application, requirement or proposal given or made in relation to the Property by any competent authority, and (if required by the Security Agent):

4.1.1.1 as soon as reasonably practicable, provide it with a copy of the same, and

4.1.1.2 either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Security Agent may reasonably require or approve,

- 4.2 pay all rates, rents and other outgoings owed by it in respect of the Property (save where the same are being disputed in good faith) to the extent that failure to do so has or is reasonably likely to have a Material Adverse Effect;
- 4.3 comply with:
- 4.3.1 all obligations in relation to the Property under any present or future regulation or requirement of any competent authority or any Authorisation; and
- 4.3.2 all covenants and obligations affecting the Property (or its manner of use),
where failure to do so has or is reasonably likely to have a material detrimental effect;
- 4.4 not, except with the prior written consent of the Security Agent, enter into any onerous or restrictive obligation affecting the Property (except as permitted by the Facility Agreement);
- 4.5 provide the Security Agent with all information which it may reasonably request in relation to the Property; and
- 4.6 not do, cause or permit to be done anything which would be reasonably likely to, in any way, materially depreciate, jeopardise or otherwise prejudice the value or marketability of the Property (or make any omission which has such an effect)
- 5. Deposit of documents and notices relating to the Property**
- The Chargor shall if requested in writing by the Security Agent, deposit with the Security Agent:
- 5.1 all deeds and documents of title relating to the Property; and
- 5.2 all local authority searches and reports and all Land Register documents relating to the Security Agent's interest in the Property and property and charges searches and similar documents received by or on behalf of the Chargor,
which the Security Agent may hold throughout the Security Period.
- 6. Property Undertakings - maintenance**
- 6.1 The Chargor shall maintain all buildings and erections forming part of the Property in a reasonable state of repair.
- 6.2 The Chargor shall not, except with the prior written consent of the Security Agent (or as expressly permitted under the Facility Agreement):
- 6.2.1 confer on any person any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
- 6.2.2 confer on any person any right or licence to occupy any land or buildings forming part of the Property; or
- 6.2.3 grant any licence to assign or sub-let any part of the Property

6.3 The Chargor shall not carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and without first obtaining the written consent of the Security Agent

6.4 The Chargor shall not do, or permit to be done, anything as a result of which any lease may be liable to be irritated or otherwise determined.

6.5 The Chargor shall permit the Security Agent and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Property and view the state of it.

7. Property Undertakings - title investigation

7.1 Where the Security Agent reasonably suspects a Termination Event has occurred, the Chargor shall grant the Security Agent on request all facilities within the power of the Chargor to enable the Security Agent (or its lawyers) to carry out investigations of title to the Property and to make all enquiries in relation to any part of the Property which a prudent heritable creditor might carry out. Those investigations shall be carried out at the expense of the Chargor.

7.2 As soon as reasonably practicable upon demand by the Security Agent but not (prior to a Termination Event occurring) more frequently than once in any calendar year, the Chargor shall at its own expense provide the Security Agent with a report as to title of the Chargor to the Property (concerning those items which may properly be sought to be covered by a prudent heritable creditor in a lawyer's report of this nature)

8. Insurance

8.1 The Chargor shall at all times comply with its obligations as to insurance contained in the Facility Agreement (and in particular, clause 27.21 of the Facility Agreement).

8.2 If at any time the Chargor defaults in:

8.2.1 effecting or keeping up the insurances required under the Facility Agreement; or

8.2.2 producing any insurance policy or receipt to the Security Agent on demand,

8.3 the Security Agent may (without prejudice to its rights under clause 9 (*Power to Remedy*)) take out or renew such policies of insurance in any sum which the Security Agent may reasonably think expedient. All monies which are expended by the Security Agent in doing so shall be deemed to be properly paid by the Security Agent and shall be reimbursed by the Chargor on demand

8.4 The Chargor shall notify the Security Agent if any claim arises or will be made under the Insurances.

8.5 The Chargor shall, subject to the rights of the Security Agent under clause 8.6, diligently pursue its rights under the Insurances (as defined in the Facility Agreement)

8.6 In relation to the proceeds of Insurances.

8.6.1 after the occurrence of a Termination Event which is continuing the Security Agent shall have the sole right to settle or sue for any such claim and to give any discharge for insurance monies, and

8.6.2 all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord or tenant of any part of the Property) be applied in accordance with the Facility Agreement.

or, in each case after the occurrence of a Termination Event which is continuing, in permanent reduction of the Secured Obligations in accordance with the Facility Agreement.

9. Power to remedy

9.1 If at any time the Chargor does not comply with any of its obligations under the foregoing Standard Security, the Security Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Chargor irrevocably authorises the Security Agent and its employees and agents by way of security to do all such things (including entering the property of the Chargor) which are necessary to rectify that default.

9.2 The exercise of the powers of the Security Agent under this clause 9 shall not render it, or any other Secured Party, liable as a heritable creditor in possession.

9.3 The Chargor shall pay to the Security Agent on demand any monies which are expended by the Security Agent in exercising its powers under this clause 9, together with interest at the Default Rate determined in accordance with the Facility Agreement from the date on which those monies were expended by the Security Agent (both before and after judgment) until such payment.

10. Power of Attorney

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action after the Standard Security has become enforceable which the Chargor is obliged to take under this Standard Security and, which the Chargor has failed to take. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

11. Notices

11.1 Facilities Agreement provisions

The provisions of clause 52 (*Notices*) of the Facilities Agreement (other than clauses 35.5 (*Electronic communication*)) shall apply mutatis mutandis to this Standard Security as if set out in full herein.

11.2 Addresses for notices

The addresses and facsimile numbers of the parties for the purposes of this clause 11 are:

The Security Agent

Address: Lloyds Bank Commercial Finance, 4th Floor, 125 Colmore Row,
Birmingham, B3 3SF

For the attention of Thea Mills

The Chargor

Address: Great Ryburgh, Fakenham, Norfolk NR21 7AS

For the attention of Finance Director

Fax number. +44 1328 829 645

or such other address or facsimile number in the United Kingdom as may be notified in writing from time to time by the relevant party to the other.

Signature. 

Signed by ALAN CLARK . Director/~~Company Secretary/Authorised Signatory~~

for and on behalf of the said Anglia Maltings (Holdings) Limited