

MR01

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laserform

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 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 must be scanned and placed on the public record. **Do not send the original.**



SCT 27/05/2016 #473
COMPANIES HOUSE

1 Company details

Company number 03428267
Company name in full Eurocity Properties (Central) Limited

25 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 d2 d4 m0 m5 y2 y0 y1 y6

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 / HSBC Corporate Trustee Company (UK) Limited (company number 06447555)
in its capacity as security trustee (the "Security 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

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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

The tenant's interest in the subjects at 18-80 and 84-106 Main Street, Coatbridge

For further details, please refer to the 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

Signature

X



Partner, for Shepherd and Wedderburn LLP, agent for the Security Trustee

X

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

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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 M1965 2372/SRG/JEB/AAD

Company name Shepherd & Wedderburn

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode

Country

DX 551970 Edinburgh 53

Telephone 0131 473 5660



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: 3428267

Charge code: 0342 8267 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th May 2016 and created by EURO CITY PROPERTIES (CENTRAL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th May 2016

Dx

Given at Companies House, Cardiff on 3rd June 2016



Companies House



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



SHEPHERD WEDDERBURN

STANDARD SECURITY

by

Eurocity Properties (Central) Limited

as Chargor

in favour of

HSBC Corporate Trustee Company (UK) Limited

as Security Trustee

re Subjects at 18-80 and 84-106 Main Street, Coatbridge

We hereby certify that, save for material redacted
pursuant to s 859G of the Companies Act 2006,
this is a true copy of the original

Signed

Date

27/05/16

For and on behalf of Shepherd and Wedderburn LLP

Shepherd and Wedderburn LLP
5th Floor, 1 Exchange Crescent
Conference Square
Edinburgh
EH3 8UL
DX 551970 Edinburgh 53
T +44 (0)131 228 9900
F +44 (0)131 228 1222
www.shepwedd.co.uk

STANDARD SECURITY by

- (1) **EUROCITY PROPERTIES (CENTRAL) LIMITED**, a company incorporated under the Companies Acts (registered in England with number 03428267), having its registered office at 88-94 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AQ (the "Chargor"),
in favour of
- (2) **HSBC Corporate Trustee Company (UK) Limited**, a company incorporated under the Companies Acts (registered in England with number 06447555), having its registered office at 8 Canada Square, London, E14 5HQ as security trustee for the Secured Parties (the "Security Trustee")

1. Definitions and Interpretation

1 1 Definitions

In this Standard Security, unless the context otherwise requires

"Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970

"Facility Agreement" means the facility agreement dated 27 July 2011 between the Borrower as borrower, certain subsidiaries of the Borrower as original guarantors, HSBC Bank plc and Abbey National Treasury Services plc as joint arrangers and original lenders, HSBC Bank plc as original hedge counterparty, agent and security trustee as amended and restated on 24 July 2014 and as amended and restated by the parties thereto on or about the effective date of this Standard Security.

"Moveables" means any plant, machinery, equipment, furniture or other moveable property on the Secured Property (whether attached or not)

"Party" means a party to this Standard Security

"Secured Property" means ALL and WHOLE the tenant's interest under (In The First Place) Lease in respect of the property known as 18-80 Main Street, Coatbridge ML5 3AE between Monklands District Council and Haydon (Coatbridge) Limited dated 1 February and 5 March both months in the year 1979, the tenant's interest in which is registered in the Land Register of Scotland under Title Number LAN104076 and (In The Second Place) Lease in respect of the property known as 84-106 (even numbers) Main Street, Coatbridge ML5 3BQ between Monklands District Council and Atholl Developments (Scotland) Limited dated 21 and 27 May, both months in the year 1976, the tenant's interest in which is registered in the Land Register of Scotland under Title Number LAN74052

"Secured Obligations" means all monies and liabilities now or after the effective date of this Standard Security due owing or incurred by the Obligors (or any of them) to the Secured Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party under any Finance Document, except for any obligation which, if it were included here, constitute unlawful financial assistance or its equivalent in any other jurisdiction.

"Security Agreement" means the security agreement entered into between, *inter alia*, the Chargor and the Security Trustee and dated on or around the effective date hereof

"Security Period" has the meaning ascribed to it in the Security Agreement

"Standard Conditions" means the standard conditions as specified in Schedule 3 to the Act

1 2 Construction

- (a) Terms defined in the Facility Agreement shall, unless otherwise defined in this Standard Security, have the same meaning when used in this Standard Security
- (b) Clause 1 2 (*Interpretation*) of the Facility Agreement is incorporated in this Standard Security as if set out here in full but so that each reference in that clause to this Agreement shall be read as a reference to this Standard Security

1.3 Incorporated terms

- (a) The terms of the Security Agreement are incorporated *mutatis mutandis* into this Standard Security except in so far as inconsistent herewith
- (b) The representations, warranties, undertakings and covenants relating to the Secured Property contained in the Facility Agreement and Security Agreement are incorporated herein, *mutatis mutandis* except in so far as inconsistent herewith

2. Undertaking to Pay

2.1 Undertaking to pay

The Chargor undertakes to the Security Trustee as security trustee for the Secured Parties to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents

2.2 Certificates

A certificate signed by any manager or officer of the Security Trustee as to the amount or nature of the Secured Obligations or any part of them will, in the absence of manifest error, be conclusive and binding on the Chargor.

3. Standard Security

3.1 Standard Security

The Chargor as a continuing security for the payment and discharge of the Secured Obligations hereby grants a standard security in favour of the Security Trustee over the Secured Property

3.2 Incorporation and variation of Standard Conditions

- (a) The Standard Conditions and any lawful variation thereof operative for the time being shall apply to the standard security granted pursuant to Clause 3.1
- (b) The Standard Conditions shall be varied in accordance with the express provisions of this Standard Security and the provisions of the other Finance Documents and the Chargor agrees that the undertakings and the obligations on the debtor's part and the rights of the creditor contained in the Standard Conditions (as thus varied) shall be in addition to the undertakings and obligations on the part of the Chargor and the rights of the Security Trustee respectively contained in the Finance Documents
- (c) In the event of any conflict between the terms of the Standard Conditions and the terms of the Finance Documents, the Finance Documents shall prevail

4. Default

Without prejudice to the generality of Standard Condition 9(1)(b) the Chargor shall be held to be in default for the purposes of this Standard Security on the occurrence of an Event of Default which is continuing

5. Release

Upon the expiry of the Security Period, the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to release and discharge this Standard Security

6. Counterparts

- 6.1 This Standard Security may be executed in any number of counterparts and by each of the parties on separate counterparts

6.2 Where executed in counterpart

- (a) this Standard Security will not take effect until each of the counterparts has been delivered,
- (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered,
- (c) the date of delivery may be inserted in the testing clause in the blank provided for the effective date of this Standard Security.

7. Warrandice

The Chargor grants warrandice excepting therefrom all current and future leases and licenses

8. Consent to Registration

The Chargor consents to the registration of this Standard Security and of any certificate referred to in Clause 2.2 for execution.

9. Governing Law

- 9.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute relating to the existence, validity or termination of this Standard Security or any non-contractual obligation arising out of or in connection with this Standard Security) (a "Dispute")
- 9.2 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- 9.3 This clause 9 is for the benefit of the Security Trustee. As a result, the Security Trustee 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 Trustee may take concurrent proceedings in any number of jurisdictions

IN WITNESS WHEREOF this Standard Security consisting of this and the three preceding pages is

executed in counterpart by the parties as undernoted, with an effective date of 13 MAY 2016

2016

Subscribed for and on behalf of
EUROCITY PROPERTIES
(CENTRAL) LIMITED

at ... Peters Bar, 2 N 6 1 A 0
(place)

on 13 APRIL 2016
(date)

By

SIMON PETERS
(Print Full Name)

Director/
Secretary

JOHN DOYLE
(Print Full Name)

Director/
Secretary

Before this witness

LEE-ANNA MAYERS
(Print Full Name)

Witness

c/o DANEWAY HOUSE
88-94 DRAKES LANE

Address



Director/
Secretary

Director/
Secretary



Subscribed for and on behalf of HSBC
Corporate Trustee Company (UK)
Limited

at LONDON

on 14/04/16 (place)

(date)

By

James McComb
(Print Full Name) Attorney

~~Director/
Secretary~~



Attorney

~~Director/
Secretary~~

~~.....~~
(Print Full Name) ~~Director/
Secretary~~

~~.....~~
~~Director/
Secretary~~

Before this witness

Jason Blondell

Authorised Signatory

(Print Full Name)

Witness



HSBC Bank plc
8 Canada Square
London
E14 5HQ

Address