



Registration of a Charge

Company Name: **EUROCITY PROPERTIES (CENTRAL) LIMITED**

Company Number: **03428267**



Received for filing in Electronic Format on the: **09/04/2024**

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Details of Charge

Date of creation: **08/04/2024**

Charge code: **0342 8267 0035**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT FOR THE SECURED PARTIES**

Brief description: **ALL AND WHOLE OF 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 AND RECORDED IN THE GENERAL REGISTER OF SASINES (LANARK) ON 18 MAY 1979, THE TENANT'S INTEREST IN WHICH IS NOW 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, AND RECORDED IN THE GENERAL REGISTER OF SASINES (LANARK) ON 23 JUNE 1976 THE TENANT'S INTEREST IN WHICH IS NOW REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER LAN74052; TOGETHER WITH THE CHARGOR'S WHOLE RIGHT, TITLE AND INTEREST, PRESENT AND FUTURE, THEREIN AND THERETO.**

Contains fixed charge(s).

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3428267

Charge code: 0342 8267 0035

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th April 2024 and created by EURO CITY PROPERTIES (CENTRAL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2024 .

Given at Companies House, Cardiff on 10th April 2024

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**

STANDARD SECURITY

by

Eurocity Properties (Central) Limited

as Chargor

in favour of

HSBC Corporate Trustee Company (UK) Limited

as Security Agent

re: Subjects at 18-80 and 84-106 (even numbers) Main Street, Coatbridge

STANDARD SECURITY

by

EUROCITY PROPERTIES (CENTRAL) LIMITED, a company incorporated under the Companies Acts (registered in England with number 03428267) and having their registered office at Unicorn House, Station Close, Potters Bar EN6 1TL (the "**Chargor**");

in favour of

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 agent for the Secured Parties (the "**Security Agent**").

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 16 July 2021 as amended on 9 March 2023 and amended and restated on or about the date of this Standard Security and made between PSL as borrower, the companies listed in part 1 of schedule 1 therein as original guarantors, HSBC UK Bank plc and Santander UK Bank plc as joint arrangers and original lenders, HSBC Bank plc as original hedge counterparty, HSBC Bank plc as agent and HSBC Corporate Trustee Company (UK) Limited as original Security Agent;

"**Party**" means a party to this Standard Security.

"**PSL**" means Panther Securities P.L.C. registered in England and Wales with company number 00293147.

"**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 and recorded in the General Register of Sasines (Lanark) on 18 May 1979, the tenant's interest in which is now 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, and recorded in the General Register of Sasines (Lanark) on 23 June 1976 the tenant's interest in which is now registered in the Land Register of Scotland under Title Number LAN74052; Together with the Chargor's whole right, title and interest, present and future, therein and thereto.

"**Secured Obligations**" means in respect of any Chargor, all monies and liabilities now or after the date of this deed 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 a security over the assets of an Obligor (as defined in the Facility Agreement) entered into or to be entered into by that Obligor in favour of the Security Agent in an agreed form.

"**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 Agent as security agent 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 Agent 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 Agent 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 Agent 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 Agent 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 licences.

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 Agent. 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.

IN WITNESS WHEREOF this Standard Security consisting of this and the three preceding pages is executed as undernoted, with an effective date of 28 March 2024:

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



at POTTERS BAR

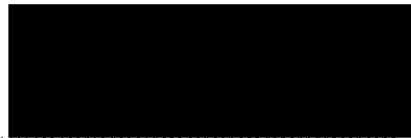
(place)

on 27 March 2024

(date)

By:

SIMON PETERS Director
(Print Full Name)



Before this witness:

MARSHA YAKNINE
(Print Full Name)

Witness



Address

