

MR01

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 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.**

THURSDAY



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SCT

05/03/2015

#163

COMPANIES HOUSE

For official use

1

Company details

Company number N I 0 3 3 7 1 1

Company name in full Magell Limited

0025

→ **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 0 2 0 3 2 0 1 5

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 Northern Bank Limited

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.

Brief description

Subjects known as and forming 151-153 High Street and 32 Hill Street, Kirkcaldy, registered in the Land Register of Scotland under title number FFE11885.

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.

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


for and on behalf of CMS Cameron McKenna LLP

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

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 DACM/OX9560.00006

Company name CMS Cameron McKenna

Address Saltire Court

20 Castle Terrace

Post town Edinburgh

County/Region

Postcode E H 1 2 E N

Country

DX DX553001 Edinburgh

Telephone 0131 200 7302



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: NI33711

Charge code: NI03 3711 0025

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 2nd March 2015 and created by MAGELL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2015.

Given at Companies House, Belfast on 10th March 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED AS A TRUE AND
COMPLETE COPY OF THE
ORIGINAL SAVE FOR
REDACTIONS UNDER
S.859G COMPANIES ACT 2006

Date: *5 March 2015*
CMS Cameron McKenna LLP,
Saltire Court, 20 Castle Terrace,
Edinburgh EH1 2EN

C/M/S

Law. Tax

STANDARD SECURITY

by

MAGELL LIMITED

in favour of

NORTHERN BANK LIMITED

**SECURITY SUBJECTS: 151-153 HIGH STREET AND 32 HILL STREET, KIRKCALDY
(TITLE NUMBER FFE11885)**

CMS Cameron McKenna LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

Ref: DACM/0X9560.00006

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THIS STANDARD SECURITY is granted

By:

- (1) **MAGELL LIMITED** a company incorporated in Northern Ireland under the Companies Acts (registered number NI033711) whose registered office is at 59 Ballycowan Road, Ballymena, Co Antrim, BT42 3DW (the "**Chargor**");

In favour of:

- (2) **NORTHERN BANK LIMITED** a company incorporated in Northern Ireland under the Companies Acts (registered number R568) whose registered office is at Donegall Square West, Belfast BT1 6JS (the "**Bank**");

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Unless a contrary indication appears (a) words or expressions defined in the Facility Letter, and the Debenture shall have the same meaning in this Standard Security; (b) words and expressions which are defined in the 1970 Act or in the Standard Conditions (as in each case amended by the Facility Letter and/or the Debenture) shall be deemed to be so defined for the purpose of this Standard Security, and each and every provision of this Standard Security shall be separately given the fullest effect permitted by law;

- 1.2 In this Standard Security, the following words and expressions shall have the following meanings:

"**1970 Act**": The Conveyancing and Feudal Reform (Scotland) Act 1970 as amended;

"**Chargor's Liabilities**": means all the Chargor's obligations and liabilities to the Bank of any kind and in any currency and on any account (whether now or in the future, actual or contingent) and whether owed by the Chargor as principal or surety or incurred alone or jointly with another or whether owed to the Bank as original obligee or as assignee or transferee) together with Interest and Expenses and "**Chargor's Liability**" means any one of these obligations;

"**Debenture**": the debenture between, the Chargor, and the Bank dated 29 January 2015;

"**Encumbrance**" includes any mortgage, standard security, charge, (fixed or floating), pledge, assignation, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of providing security (including, without limitation, the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien) and any sale or leaseback, sale and repurchase or deferred purchase arrangements and any other agreement or arrangement having a similar economic effect;

"**Expenses**" means all costs, charges, commission, fees and expenses (on a full indemnity basis), including (without limitation) legal fees, from time to time paid or incurred by the Bank (including the Bank's internal management or administration costs) or any receiver at any time in connection with the Security Subjects or the Chargor's Liabilities or in taking, perfecting, preserving, defending or enforcing this Standard Security or in exercising any right or power under this Standard Security or otherwise;

"Facility Letter": a facility letter dated 4 December 2014 and made between the Chargor and the Bank and any agreement entered into under or supplemental to it or amending, restating or novating it;

"Interest" means interest at the rate or rates agreed between the Bank and the Chargor in respect of any corresponding Chargor's Liability;

"Party": a party to this Standard Security;

"Security Subjects": ALL and WHOLE the subjects known as and forming 151-153 High Street and 32 Hill Street, Kirkcaldy registered in the Land Register of Scotland under Title Number FFE11885;

"Standard Conditions": the Standard Conditions specified in Schedule 3 to the 1970 Act and

"Standard Condition" means such of them as the context shall require or permit;

"Standard Security": this standard security, as from time to time amended, restated, supplemented, novated, varied and or replaced and any document made pursuant or supplemental hereto; and

Construction

- 1.3 The construction provisions set out at clause 1.2 (Construction) of the Facility Letter shall apply equally to this Standard Security.
- 1.4 Unless a contrary indication appears, any reference in this Standard Security to:
 - 1.4.1 the **"Bank"**, the **"Chargor"** any **"Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Facility Letter and the Debenture;
 - 1.4.2 persons include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality;
 - 1.4.3 words importing one gender will be treated as importing any gender, words importing individuals will be treated as importing corporations and vice versa, words importing the singular will be treated as importing the plural and vice versa and words importing the whole will be treated as including a reference to any part, except where the context specifically requires otherwise;
 - 1.4.4 statutes or regulations include references to any amendment, modification, extension, consolidation, replacement or re-enactment of the same, whether before or after the date of this Standard Security;
 - 1.4.5 this Standard Security or to a provision of this Standard Security, or any other document are references to it as amended or supplemented, whether before the date of this Standard Security or otherwise;
 - 1.4.6 the words **"include"** or **"including"** (or any similar term) are not to be construed as implying any limitation and general words introduced by the word **"other"** (or any similar term) will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or thing; and
 - 1.4.7 The clause, paragraph and Schedule headings are inserted for ease of reference only and will not affect construction.

Conflict with Facility Letter and Debenture

- 1.5 This Standard Security is subject to the terms of the Facility Letter and the Debenture (including without limitation any conflict between any defined term in this Standard Security and any defined term in the Facility Letter and/or the Debenture, as applicable) and in the event of any conflict or inconsistency between any provision of this Standard Security and the Facility Letter and/or the Debenture, the Facility Letter and/or the Debenture, as applicable will prevail.

2. PERSONAL BOND

- 2.1 The Chargor undertakes to the Bank that it will, on demand:
- 2.1.1 pay the Chargor's Liabilities as and when they fall due;
 - 2.1.2 from time to time pay the Expenses; and
 - 2.1.3 from time to time pay Interest on the amounts covenanted to be paid by the Chargor under clause 2.1.1 and 2.1.2 from the date on which the Chargor has agreed to pay Interest on them, or, if there is no such agreement, from the date on which they become due or (in the case of any Expense) the date of the Bank's expenditure, until payment by the Chargor.

3. GRANT OF STANDARD SECURITY

As continuing security for the discharge and payment of the Chargor's Liabilities, the Chargor HEREBY GRANTS a standard security in favour of the Bank over the Security Subjects; And the Standard Conditions and any lawful variation thereof operative for the time being shall apply.

4. VARIATION TO STANDARD CONDITIONS

The Chargor agrees that (1) the Standard Conditions shall be varied in so far as lawful and applicable by the Facility Letter and the Debenture, under declaration that (a) in the event of there being any inconsistency between the Standard Conditions and the Facility Letter or the Debenture, or (b) where there is an obligation in the Standard Conditions which is either more onerous than an equivalent obligation or is not contained in the Facility Letter or Debenture, the terms of the Facility Letter and/or the Debenture as applicable shall in so far as permitted by the 1970 Act prevail; and (2) for the purposes of Standard Condition 9, the debtor shall in addition be held to be in default if any circumstances occur which in the sole judgement of the Bank are prejudicial or imperil this Standard Security.

5. INCORPORATION OF FACILITY LETTER AND DEBENTURE

In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Facility Letter and/or the Debenture are held to be incorporated in and shall be deemed to form part of this Standard Security and repeated mutatis mutandis but so that each reference therein to the Charged Assets and the Real Property (as applicable) shall be read as a reference to the Security Subjects and shall be in addition to the obligations of the Chargor specified herein.

6. FORBEARANCE AND SEVERABILITY

Delay etc

- 6.1 No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under this Standard Security shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Standard Security are cumulative and are not exclusive of any right or remedies provided by law.

Continuing Security

- 6.2 This Standard Security shall be a continuing security to the extent of the Chargor's Liabilities and shall continue in force notwithstanding any intermediate payment or discharge in whole or in part of the Chargor's Liabilities.

Severability

- 6.3 No provision of this Standard Security shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

Partial Invalidity

The illegality, invalidity or unenforceability for whatever reason of any provision of this Standard Security in any jurisdiction, shall not affect the legality, validity or enforceability of that provision in any other jurisdiction or the legality, validity or enforceability of the remaining provisions in any jurisdiction.

7. RESTRICTIONS ON DEALING

- 7.1 The Chargor will not without the prior written consent of the Bank do any of the following:

7.1.1 Negative Pledge

(except in favour of the Bank) create or permit to arise or continue any Encumbrance affecting the Security Subjects or any part nor increase nor extend any liability of the Chargor secured on the Security Subjects or any part thereof; or

7.1.2 Disposals of the Security Subjects

dispose of, sell, assign, lease, license, deal with or part with possession of the Security Subjects or any part.

8. FURTHER ASSURANCE

The Chargor will at its own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect or protect this Standard Security or its priority or further to secure on the Security Subjects the Chargor's Liabilities or for facilitating the realisation of the Security Subjects or the exercise of any rights or powers of the Bank.

9. CERTIFICATE

A certificate signed by an official of the Bank as to the amount due or owing from the Chargor will be conclusive evidence against the Chargor except in the case of manifest error or any question of law.

10. **GOVERNING LAW**

This Standard Security and any non-contractual obligations arising out of or in relation to this Standard Security, shall be governed by Scots law.

11. **JURISDICTION**

11.1 The courts of Scotland have exclusive jurisdiction to settle any dispute, including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Standard Security (a "Dispute").

11.2 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.

12. **WARRANTICE**

The Chargor grants warrantice under exception of the lease between County Properties (Kirkcaldy) Limited and Olivers (UK) Limited dated 4 and 13 December 1984 and registered in the Books of Council and Session on 6 February 1985, the tenant's interest in which is registered in the Land Register of Scotland under Title Number FFE68557, as assigned and varied from time to time, but without prejudice to the Bank's right to quarrel or impugn the same on any ground not inferring warrantice against the Chargor.

13. **CONSENT TO REGISTRATION**

The Chargor consents to the registration of this Standard Security and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 4 pages are subscribed as follows:-

SUBSCRIBED for and on behalf of)
the said MAGELL LIMITED)
acting by:)
ROBERT JOHN WALKER)
in the presence of:)

[Redacted]
Director

Name of witness:

PETER MANN

Signature:

[Redacted]

Address:

[Redacted]

Occupation:

Self-employed

all together at

59 Ballymore Road, Ballymore

on the

6th

day of

February

2015