

# MR01

## Particulars of a charge

# Laserform

193713/113

**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](http://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](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration with  
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.**

WEDNESDAY



\*S4HJ35W1\*

07/10/2015

#395

SCT

COMPANIES HOUSE

### 1 Company details

Company number S C 0 4 1 1 7 2

Company name in full Esson Properties Limited

83 For official use

→ **Filling 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 03 00 09 20 15

### 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 Royal Bank of Scotland plc (as 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.

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.

Brief description

161, 163, 165, 167 and 169 Bonnington Road, Edinburgh  
(MID16886)

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.

☐

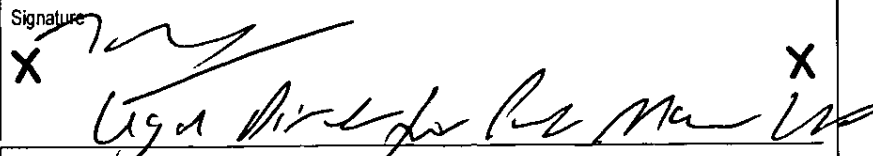
① This statement may be filed after the registration of the charge (use form MR06).

**9 Signature**

Please sign the form here.

Signature

Signature



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 Charlotte Booth

Company name Pinsent Masons LLP

Address 13 Queen's Road

Post town Aberdeen

County/Region

Postcode A B 1 5 4 Y L

Country

DX DX AB 32 ABERDEEN

Telephone +44 (0) 1224 377900



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 41172

Charge code: SC04 1172 0083

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th September 2015 and created by ESSON PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th October 2015.

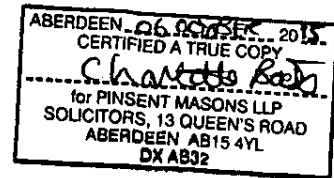
Given at Companies House, Edinburgh on 14th October 2015



**Companies House**



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



**STANDARD SECURITY**

by

**ESSON PROPERTIES LIMITED**

In favour of

**THE ROYAL BANK OF SCOTLAND plc (as Security Trustee)**

---

**Subjects: 161, 163, 165, 167 and 169 Bonnington Road, Edinburgh (otherwise now known as  
Units 1A, 1B, 2, 3A, 3B, 4 and 5 Bonnington Trade Centre, Bonnington Road, Edinburgh)  
MID16886**

---



**Pinsent Masons**

Pinsent Masons LLP

13 Queen's Road

Aberdeen

AB15 4YL

Tel: +44 (0)1224 377900

Fax: +44 (0)1224 377901

Web Site: <http://www.pinsentmasons.com>  
64395006\_1.DOC

WE, **ESSON PROPERTIES LIMITED**, a company incorporated under the Companies Acts in Scotland (company number SC041172) and having our registered office at 10 Albert Street, Aberdeen AB25 1XQ (hereinafter referred to as the "**Chargor**") CONFIRM and DECLARE that, in this Standard Security:

(a) unless the context otherwise requires or unless otherwise defined or provided for, words and expressions shall have the same meanings as are attributed to them under the Facilities Agreement (as hereinafter defined);

(b) the following words and expressions shall have the respective meanings given to them, namely:-

**"Agent"** means The Royal Bank of Scotland plc a company incorporated under the Companies Acts (company number SC090312) and having its registered office at 36 St Andrew Square, Edinburgh, EH2 2YB as agent of the other Finance Parties, which expression shall include any successor agent, permitted assignee and permitted transferee;

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Trustee;

**"Event of Default"** means any event or circumstance specified as such in Clause 23 (*Events of Default*) of the Facilities Agreement;

**"Facilities Agreement"** means the agreement so called dated 30 September 2013 as amended by an amendment and restatement agreement dated 25 and 26 June 2015 entered into among the Chargor and The Royal Bank of Scotland plc as Arranger, Original Lender, Original Hedge Counterparty, Account Bank, Agent and Security Trustee, as the same may be amended, supplemented, novated, extended or restated from time to time;

**"Finance Document"** means the Facilities Agreement, any Security Document, any Hedging Agreement, any Duty of Care Agreement, any Fee Letter, any Hedge Counterparty Accession Letter or any other document designated as such by the Agent and the Chargor;

**"Finance Party"** means the Agent, the Security Trustee, the Account Bank, the Arranger, a Lender or a Hedge Counterparty and **"Finance Parties"** means all of them;

**"Lender"** means:-

- (a) any Original Lender; and
- (b) any other person which has become a Party as a Lender in accordance with Clause 24 (*Changes to the Lender and Hedge Counterparties*) of the Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement;

**"Party"** means a party to the Facilities Agreement, which expression shall include any successor party, permitted assignee and permitted transferee;

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets;

**"Secured Liabilities"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Secured Party under each Finance Document;

**"Secured Party"** means a Finance Party, a Receiver or any Delegate;

**"Security Trustee"** means The Royal Bank of Scotland plc a company incorporated under the Companies Acts (company number SC090312) and having its registered address at 36 St Andrew Square, Edinburgh, EH2 2YB for itself as a Secured Party and in its capacity as security trustee for

the Secured Parties, which expression shall include any successor security trustee appointed from time to time; and

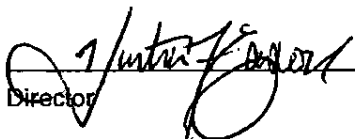
(c) the provisions of Clause 1.2 (*Construction*) of the Facilities Agreement apply to this Standard Security as though they were set out in full in this Standard Security, except that references to the Agreement are construed to be references to this Standard Security;

And WE the Chargor HEREBY UNDERTAKE to the Security Trustee to pay and discharge the Secured Liabilities; For which we the Chargor GRANT a Standard Security in favour of the Security Trustee over ALL and WHOLE the subjects known as 161 Bonnington Road, Edinburgh; 163 Bonnington Road, Edinburgh; 165 Bonnington Road, Edinburgh; 167 Bonnington Road, Edinburgh; and 169 Bonnington Road, Edinburgh (otherwise now known as Units 1A, 1B, 2, 3A, 3B, 4 and 5 Bonnington Trade Centre, Bonnington Road, Edinburgh) being the subjects registered in the Land Register of Scotland under Title Number MID16886; TOGETHER WITH (One) the fittings and fixtures in and upon the said subjects insofar as the Chargor has right thereto; (Two) the pertinents, rights and privileges; and (Three) the Chargor's whole right, title and interest, present and future, in and to the said subjects and others (which said subjects hereinbefore described are hereinafter referred to as the "Property");

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act, 1970 and any lawful variation thereof operative for the time being (hereinafter, varied as aforesaid, referred to as the "Act") shall apply; And the Chargor agrees that (One) the Standard Conditions shall be varied insofar as lawful and applicable by the Facilities Agreement under declaration that, in the event of there being any inconsistency between the terms of this Standard Security and the terms of the Facilities Agreement, the terms of the Facilities Agreement shall prevail; (Two) the whole terms, undertakings, powers, rights, provisions and others contained in the Facilities Agreement and applicable to the Property shall be incorporated and shall be held to be repeated herein mutatis mutandis; (Three) If the Security Trustee shall enter into possession of the Property, the Security Trustee shall be entitled (if the Security Trustee thinks fit) at the expense and risk of the Chargor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Property and not removed within fourteen days of the Security Trustee entering into possession, without the Security Trustee being liable for any loss or damage occasioned by the exercise of this power but the Security Trustee shall, however, be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by the Security Trustee in relation to such furniture, goods, equipment or other moveable property; (Four) The Chargor shall not create, or agree to create, a subsequent security over the Property or any part thereof (or assign or convey the same interest or any part thereof to any person) without the prior written consent of the Security Trustee, which consent, if granted, may be so granted subject to such conditions as the Security Trustee may see fit to impose and, without prejudice to the effect of Section 13 (1) of the Act (and the foregoing provisions of this Standard Security), if the Security Trustee receives notice of any subsequent security or other like interest affecting the Property or any part or part thereof, the Security Trustee shall be entitled (whether or not consent has been given) to close any account or accounts with the Chargor in the books of the Security Trustee and to open a new account or accounts in place thereof and, if the Security Trustee does not do so, the Security Trustee shall nevertheless be treated as if it had done so at the time it received notice and, as from that time, all payments made by the Chargor to the Security Trustee shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Chargor to the Security Trustee at the time when the Security Trustee received the notice and, if the Chargor shall have more than one account with the Security Trustee, the Security Trustee may, at any time without notice, forthwith transfer all or any part of any balance standing to the credit of any one of such accounts to any other account which is in debit; (Five) For the purposes of Standard Condition 9 of Schedule 3 to the Act, the Chargor shall be held to be in default in addition to the grounds specified in said Standard Condition 9 on the occurrence of any Event of Default; (Six) The Security Trustee may at any time (without notice or consent) assign this Standard Security to any person and in case of any such assignation, the assignee shall have the benefit of all the obligations by the Chargor and the provisions contained in this Standard Security and may at any time thereafter exercise all rights and remedies of the Security Trustee for securing the Secured Liabilities; (Seven) A certificate signed by an authorised signatory on behalf of the Security Trustee shall, save in the case of manifest error, conclusively constitute the amount of the Secured Liabilities at the relevant time for all purposes of this Standard Security; and (Eight) The Chargor shall, at its own expense, take whatever action the

Security Trustee may require for (a) perfecting or protecting the security intended to be created by this Standard Security; and (b) facilitating the realisation of the Property or the exercise of any right, power or discretion exercisable by the Security Trustee or any of its delegates or sub-delegates in respect of the Property, including the execution of any transfer, conveyance, assignation or assurance whether to the Security Trustee or to its nominees and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think expedient; Declaring that each and every provision of this Standard Security shall be separately given the fullest effect permitted by law and, if at any time one or more of the provisions of this Standard Security shall be or become unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not, in any way, be affected or impaired thereby and the provision or provisions affected by any such unenforceability shall be given effect in all other respects other than that in which it is/they are unenforceable; And the Chargor grants warrandice but excepting therefrom all current leases of the Property conform to the schedule of leases annexed and executed as relative hereto; And the Chargor consent to the registration hereof and of any certificate referred to in Clause (Seven) above for preservation and execution; This Standard Security will be governed by Scots law and the Chargor hereby prorogates the jurisdiction of the Scottish Courts: IN WITNESS WHEREOF these presents typewritten on this and the 2 preceding pages together with the schedule of leases annexed and executed as relative hereto are executed as follows:-

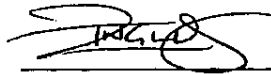
Signed for and on behalf of Esson Properties Limited by its duly authorised signatory as follows:-

  
Director

HUNTER ALEXANDER ESSON  
Full name

23 SEPTEMBER 2015  
Date of Signature

ABERDEEN  
Place of Signature

  
Witness

RHONA ANN INGLIS  
Full Name

INNERDALE, BLAIRATHAN  
Address

TERRACE, FOVERAN, AB41 6AX



**This is the Schedule of Leases referred to in the foregoing Standard Security Esson Properties Limited in favour of The Royal Bank of Scotland plc (as Security Trustee)**

- 1 Lease between Parabola Capital LLP and Eyesupplies Scotland Limited dated 6 and 12 May 2015 and registered in the Books of Council and Session on 22 May 2015 as subsequently varied.
- 2 Lease between Parabola Capital LLP and Avatar Foil Limited dated 3 September and 5 November 2014 and registered in the Books of Council and Session on 10 November 2014 as subsequently varied.
- 3 Lease between Parabola Capital LLP and Glenterrin Limited dated 29 May and 27 June 2014 and registered in the Books of Council and Session on 3 July 2014 as subsequently varied.
- 4 Lease between Sackville Tandem Property (GP) Limited and Fabric Warehouse Operations Limited dated 14 and 28 January and registered in the Books of Council and Session on 3 March 2008 as subsequently varied and assigned.
- 5 Lease between Sackville Tandem Property (GP) Limited and Sigmakalon UK Limited dated 30 August and 6 September 2007 and registered in the books of council and session on 12 September 2007 as subsequently varied.
- 6 Lease between Neale House Industrial Developments (Leith) Limited and Associated Tyre Specialists (Scotland) Limited dated 5 December 1973 and 2 January 1974 and registered in the Books of Council of Session on 15 January 1974 as subsequently varied ,and the tenant's interest in which is registered in the Land Register of Scotland under Title Number MID140325.
- 7 Lease between Sackville Tandem Property (GP) Limited and Freeze Scotland Limited dated 26 July and 6 August 2012 and registered in the Books of Council and Session on 23 August 2012.

  
Esson Properties Limited