

MR01

Particulars of a charge



Companies House

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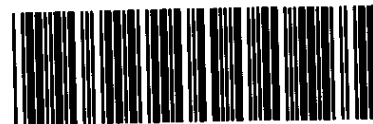
Go online to file this information
www.gov.uk/companieshouse

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

☒ **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.

WEDNESDAY



SCT *S7BEWU0* #479
01/08/2018
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.

SCT 25/07/2018 #155
COMPANIES HOUSE



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 S C 4 5 8 8 0 9

Company name in full TACO UK Ltd

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 d 1 d 9 m 0 m 7 y 2 y 0 y 1 y 8

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 WRPCHC SCOT Ltd

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

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

X  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 **Barry Pottle**

Company name **Friels**

Address **The Cross**

Uddingston

Post town **Glasgow**

County/Region

Postcode **G 7 1 7 E S**

Country **Scotland**

DX **501050 Uddingston**

Telephone **01698 815114**

**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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 458809

Charge code: SC45 8809 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 19th July 2018 and created by TACO UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2018.

Given at Companies House, Edinburgh on 2nd August 2018



Companies House



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

FLOATING CHARGE

by

TACO UK LTD, a Company incorporated in Scotland under the Companies Act and (Company Number SC458809) and having its Registered Office at Suite 1.9, 111 Union Street, Glasgow, G1 3TA ("the company")

in favour of

WRPCHC Scot Ltd (Registered Number SC601052) and having its Registered Office at 95-96A Princes Street, Edinburgh, EH2 2ER (as hereinafter defined)

INTERPRETATION

1. In this Floating Charge except to the extent that the context requires otherwise:-

"the Floating Charge Holder" means the said WRPCHC Scot Ltd.

"Secured Obligations" means the Company's obligation to repay any sums of rent received by the Company from the Floating Charge Holder under the Sub-lease which become repayable to the Floating Charge Holder by the Company after satisfaction of the Sub-tenant's obligations, following any irritancy, expiry or termination of the Head Lease, plus an additional sum of £8,750 which shall become due by the Company to the Floating Charge Holder in such circumstances;

"Head Lease" means the Lease of the Premises by Gatsby Retail Limited in favour of the Company dated 8th September and 12th October and registered in the Books of Council and Session on 25th October, both months in the year 2017.

"Sub-Lease" means the Sub-lease of the Premises by the Company in favour of the Floating Charge Holder about to be registered in the Books of Council and Session.

"Premises" means the lower ground floor shop premises situated at 95/96A Princes Street, Edinburgh, EH2 2ER more particularly described in the Lease.

2. **IN SECURITY** of the Secured Obligations the Company **HEREBY GRANTS** in favour of the Floating Charge Holder to the intent that the security hereby created shall be a continuing security in favour of the Floating Charge Holder a **FLOATING CHARGE** over the whole of the property (including uncalled capital) which is or may be from time to time while this security is in force comprised in the Company's property and undertaking PROVIDED AND DECLARING always that:-

- 2.1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) ("the Act") shall apply to this charge;

- 2.2 This charge shall become enforceable upon and at any time after the occurrence of any of the following events:

- 2.2.1 If the Company has failed to pay any sum due in respect of the Secured Obligations by the date 21 days after a demand from the Floating Charge

Uddington:

24 JUL 2018

Certified a true copy
Friedl, Solicitors, Uddington



Holder to the Company for payment of the same after such any such sum falls due;

2.2.2 Any step is taken (including, but without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;

2.2.3 Any step is taken (including but without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrator or similar officer to the Company or any part of its undertaking or assets;

2.2.4 The making of a request by the Company for the appointment of a receiver or administrator;

2.3 In the event that this charge becomes enforceable in accordance with Clause 2.2, the Floating Charge Holder shall be entitled at any time thereafter to appoint to the extent permitted and in accordance with the provisions of the Act an administrator of the Company or a receiver of all or any of the property hereby charged;

3. The Floating Charge Holder shall be entitled to be indemnified by the Company out of the charged assets against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the charged assets. The Floating Charge Holder may retain and pay all sums in respect of the same out of any monies recovered under the exercise of their respective powers herein contained or referred to.

4. AND the Company consents to the registration hereof for preservation and execution: IN WITNESS WHEREOF these presents partly printed and partly written or typewritten on this and the preceding pages are subscribed for and on behalf of the Company.

At
on the NINETEENTH day of JULY Two Thousand and eighteen

ALLAN BELL
Full Name

[Signature]
Director

in the presence of this witness:

CHERYL MCCULLOCH
Witness Full Name

C. McCulloch
Witness

36 WESTERTON AVE
Witness Address

BOSBY, G76 8JS

Uddingston: **24 JUL 2018**

Certified a true copy
Friele, Solicitors, Uddingston
[Signature]