



Registration of a Charge

Company Name: **STRAWSON INVESTMENTS LIMITED**

Company Number: **04299715**



Received for filing in Electronic Format on the: **14/04/2023**

XC1G4U0G

Details of Charge

Date of creation: **31/03/2023**

Charge code: **0429 9715 0014**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **ALL AND WHOLE THE TENANT'S INTEREST IN THE LEASE BETWEEN STRAWSON J4M8 LIMITED AND STRAWSON INVESTMENTS LIMITED DATED 4 DECEMBER 2001 AND REGISTERED IN THE BOOKS OF COUNCIL & SESSION 25 FEBRUARY 2002 THE TENANT'S INTEREST IN WHICH IS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER WLN26370. SEE THE PART TWO OF THE SCHEDULE TO THE STANDARD SECURITY FOR FURTHER DETAILS OF THE SECURITY**

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: **SHOOSMITHS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4299715

Charge code: 0429 9715 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2023 and created by STRAWSON INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2023 .

Given at Companies House, Cardiff on 14th April 2023

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

(1) STRAWSON INVESTMENTS LIMITED

IN FAVOUR OF

(2) LLOYDS BANK PLC

SHOOSMITHS

Ref. M-01037170

CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	CREATION OF SECURITY	2
3	RESTRICTIONS ON DEALINGS	3
4	GENERAL UNDERTAKINGS	3
5	WHEN SECURITY BECOMES ENFORCEABLE	3
6	ENFORCEMENT OF SECURITY	4
7	APPLICATION OF PROCEEDS	5
8	EXPENSES AND INDEMNITY	5
9	DELEGATION.....	5
10	FURTHER ASSURANCES.....	6
11	POWER OF ATTORNEY.....	6
12	MISCELLANEOUS	6
13	RELEASE	7
14	CERTIFICATES	7
15	CONSENT TO REGISTRATION	7
16	GOVERNING LAW	7
17	JURISDICTION.....	7

This Standard Security was delivered on 28 March 2023

STANDARD SECURITY BY:

- (1) **STRAWSON INVESTMENTS LIMITED**, incorporated under the Companies Acts (No. 04299715) and having their registered office at Manor House Farm, East Drayton, Retford, Nottinghamshire, DN22 0LG (the "**Chargor**");

in favour of

- (2) **LLOYDS BANK PLC** (Company Number 00002065) acting through its office at 125 Colmore Row, Birmingham B3 3SD as lender (the "**Lender**").

BACKGROUND:

The Chargor enter into this Standard Security in connection with the Facility Agreement (as defined below).

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security:

"**Delegate**" means any delegate agent or attorney appointed pursuant to this Standard Security.

"**Facility Agreement**" means the facility agreement dated on or around the dated of this Standard Security and entered into between (amongst others) the Chargor and the Lender.

"**Party**" means the Chargor and the Lender, each a "**Party**".

"**Property**" means the subjects detailed in Part One of the Schedule.

"**Schedule**" means the schedule in two parts annexed and executed as relative to this Standard Security.

"**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 the Lender under each Finance Document.

"**Security Period**" means the period beginning on the date of execution of this Standard Security and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

"**Standard Conditions**" means the standard conditions specified in schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and lawful variation to them operative for the time being.

"**Standard Security**" means these presents (and, as the context may require or imply, the standard security hereby created) as amended or supplemented from time to time.

"**Third Parties Act**" means the Contract (Third Party Rights) (Scotland) Act 2017.

1.2 Construction

- 1.2.1 Capitalised terms defined in the Facility Agreement have the same meaning in this Standard Security unless expressly defined in this Standard Security.
- 1.2.2 The provisions of Clause 0 (*Construction*) of the Facility Agreement apply to this Standard Security as though they were set out in full in this Standard Security except that references to the Facility Agreement will be construed as references to this Standard Security.
- 1.2.3 Unless a contrary indication appears, a reference in this Standard Security to:
 - a) any person shall be construed so as to include its successors in title, permitted assignees and permitted transferees to or of its rights and/or obligations under this Standard Security;
 - b) a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
- 1.2.4 Any obligation of the Chargor under this Standard Security (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.2.5 If the Lender considers that an amount paid to the Lender under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Standard Security.
- 1.2.6 Unless the context otherwise requires, a reference to the Property includes the proceeds of any disposal of the Property.
- 1.2.7 If there is any conflict between this Standard Security and the Facility Agreement, the terms of the Facility Agreement will prevail, so far as permitted by law.

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Standard Security.
- 1.3.2 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Standard Security at any time.
- 1.3.3 Any Delegate may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph 1.3.2 above and the provisions of the Third Parties Act.

2 CREATION OF SECURITY

2.1 General

- 2.1.1 The Chargor undertakes to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- 2.1.2 All the security created under this Standard Security:

- a) is created in favour of the Lender; and
- b) is security for the payment of all the Secured Liabilities.

2.2 Standard Security

The Chargor grants a standard security over the Property to the Lender as a continuing security for the payment or discharge of the Secured Liabilities.

3 RESTRICTIONS ON DEALINGS

3.1 Security

Except as expressly allowed under the Facility Agreement or this Standard Security, the Chargor must not create or permit to subsist any Security in relation to the Property.

3.2 Disposals

Except as expressly allowed under the Facility Agreement or this Standard Security, a Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of the Property.

4 GENERAL UNDERTAKINGS

4.1 Standard Conditions

The Standard Conditions apply except to the extent that they are varied by the terms of this Standard Security and the Facility Agreement and without limitation the Chargor agrees that the Standard Conditions will be varied in accordance with the following provisions of this clause 4. For the avoidance of doubt references in the Standard Conditions to the "debtor" are references to the Chargor and references to the "creditor" are references to the Security Agent.

4.2 Deposit of title deeds

The Chargor must immediately:

- 4.2.1 deposit with the Lender all deeds and documents to the Property (the **Title Documents**);
- 4.2.2 procure that the Title Documents are held to the order of the Lender; or
- 4.2.3 procure that the Title Documents are held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.

5 WHEN SECURITY BECOMES ENFORCEABLE

5.1 Event of Default

5.1.1 This Standard Security will become immediately enforceable in the event of an Event of Default which is continuing.

5.1.2 Upon this Standard Security becoming enforceable:

- a) the Chargor shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions; and

- b) the Security Agent shall be able to seek warrant of summary ejection against the Chargor for the purpose of obtaining possession of the Property.

5.2 Discretion

After this Standard Security has become enforceable, the Lender may enforce all or any part of this Standard Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

5.3 Statutory powers

The power of sale and other powers conferred by this Standard Security, will be immediately exercisable at any time after this Standard Security has become enforceable.

6 ENFORCEMENT OF SECURITY

6.1 General

6.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Standard Security.

6.1.2 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept renunciations of leases and grant options as the Lender may think fit.

6.2 No liability as heritable creditor in possession

Neither the Lender nor any Delegate will be liable, by reason of entering into possession of the Property, to account as heritable creditor in possession or for any loss on realisation or for any default or omission for which a heritable creditor in possession might be liable.

6.3 Protection of third parties

No person (including a purchaser) dealing with the Lender or a Delegate or its or his/her agents will be concerned to enquire:

- 6.3.1 whether the Secured Liabilities have become payable;
- 6.3.2 whether any power which the Lender or a Delegate is purporting to exercise has become exercisable or is being properly exercised;
- 6.3.3 whether any money remains due under the Finance Documents; or
- 6.3.4 how any money paid to the Lender or to that Delegate is to be applied.

6.4 Redemption of prior security

6.4.1 At any time after this Standard Security has become enforceable, the Lender may:

- a) redeem any prior Security against the Property; and/or
- b) procure the transfer of that Security to itself; and/or

- c) settle and pass the accounts of the prior heritable creditor, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

6.4.2 The Chargor must pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

6.5 Contingencies

If this Standard Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or a Delegate) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

7 APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Lender or any Delegate pursuant to the terms of this Standard Security or in connection with the realisation or enforcement of all or part of this Standard Security will be held by the Lender and applied in accordance with the Facility Agreement. This Clause 7:

- 7.1 is subject to the payment of any claims having priority over this Standard Security; and
- 7.2 does not prejudice the right of the Lender to recover any shortfall from any Chargor.

8 EXPENSES AND INDEMNITY

The Chargor must:

- 8.1 promptly on demand pay the Lender the amount of all costs and expenses (including legal fees) incurred by the Lender in connection with this Standard Security including any arising from any actual or alleged breach by any person of any law or regulation; and
- 8.2 keep the Lender indemnified against any failure or delay in paying those costs or expenses.

9 DELEGATION

9.1 Power of Attorney

The Lender may, at any time, delegate by power of attorney or otherwise to any person (including a Delegate) for any period all or any right, power, authority or discretion exercisable by it under this Standard Security.

9.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender may, in its discretion, think fit in the interests of the Secured Parties.

9.3 Liability

The Lender shall not be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any Delegate or sub-delegate.

10 FURTHER ASSURANCES

10.1 The Chargor must promptly, at its own expense, take whatever action the Lender or a Delegate may require for:

10.1.1 creating, perfecting or protecting any security over the Property; or

10.1.2 facilitating the realisation of the Property, or the exercise of any right, power or discretion exercisable, by the Lender or any Delegate or any of their respective delegates or sub-delegates in respect of the Property.

10.2 The action that may be required under paragraph 10.1 above includes:

10.2.1 the execution of any charge, transfer, conveyance, assignment, assignation or assurance of any asset, whether to the Lender or to its nominees; or

10.2.2 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may consider necessary or desirable.

11 POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Delegate and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Standard Security or generally for enabling the Lender or any Delegate to exercise the respective powers conferred on them under this Standard Security or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 11.

12 MISCELLANEOUS

12.1 Continuing Security

The Security created by this Standard Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

12.2 New Accounts

12.2.1 If any subsequent charge, standard security or other interest affects the Property, the Lender may open a new account with the Chargor.

12.2.2 If the Lender does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge, standard security or other interest.

12.2.3 As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

12.3 Time deposits

Without prejudice to any right of set-off the Lender may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with the Lender within the Security Period when:

12.3.1 this Standard Security has become enforceable; and

12.3.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which the Lender considers appropriate.

13 RELEASE

At the end of the Security Period, the Lender must, at the request and reasonable cost of the Chargor, take whatever action is necessary to discharge this Standard Security.

14 CERTIFICATES

A certificate by any duly authorised officer of the Lender as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargor.

15 CONSENT TO REGISTRATION

The Chargor consents to the registration of this Standard Security and the certificate referred to in Clause 14 above for preservation and execution.

16 WARRANTICE

The Chargor grants warrantice but excluding therefrom the occupational leases detailed in Part Two of the Schedule (if any).

16 GOVERNING LAW

This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by Scottish law.

17 JURISDICTION

17.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute regarding 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").

17.2 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.

17.3 Notwithstanding Clause 17.1 above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF these presents consisting of this and the preceding 7 pages and the Schedule are executed as follows:-

They are subscribed for and on behalf
of STRAWSON INVESTMENTS
LIMITED by

.....
[Redacted Signature]
.....
Director

ELIZABETH ANNE BISSON
.....
Print full name

Before this witness

.....
PAUL TURNER
.....
Name of Witness

Print full name of witness

.....
[Redacted Signature]
.....
Witness signature

Address of witness

.....
[Redacted Address]
.....

at

.....
ROWLAND HALL FARM DN11 7JU
.....
15TH FEBRUARY 2023
.....

on

This is the Schedule referred to in the foregoing Standard Security by STRAWSON INVESTMENTS LIMITED in favour of LLOYDS BANK PLC as Lender relating to subjects at Site C, J4M8 Distribution Park, Bathgate

PART ONE

ALL and WHOLE the tenant's interest in the Lease between Strawson J4M8 Limited and Strawson Investments Limited dated 4 December 2001 and registered in the Books of Council & Session 25 February 2002 the tenant's interest in which is registered in the Land Register of Scotland under Title Number WLN26370.

PART TWO

1. In respect of the subjects described in Part One of the Schedule:-
 - (a) Lease between Strawson J4M8 Limited and Strawson Property Limited dated 4 December 2001 and registered in the Books of Council and Session on 7 February 2002, the tenant's interest in which is registered in the Land Register of Scotland under Title Number WLN26371; and
 - (b) Sublease between Strawson Property Limited in favour of Scottish & Newcastle plc dated 17 June and 8 July 2003 and registered in the Books of Council and Session on 12 September 2003, the tenant's interest in which is registered in the Land Register of Scotland under Title Number WLN30915; and
 - (c) Sublease between Strawson Property Limited in favour of SP Distribution plc dated 19 December 2022 and 2 January 2003 and registered in the Books of Council and Session on 21 February 2003, the tenant's interest in which is registered in the Land Register of Scotland under Title Number WLN29312.



