



**Registration of a Charge**

Company name: **BARCLAY & MATHIESON LIMITED**

Company number: **SC030987**



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Received for Electronic Filing: **03/08/2018**

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**Details of Charge**

Date of creation: **03/08/2018**

Charge code: **SC03 0987 0057**

Persons entitled: **SECURE TRUST BANK PLC**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS 83 VANGUARD WAY, SHOEBURYNESS, SOUTHEND-ON-SEA, SS3 9QY REGISTERED WITH THE TITLE NUMBER EX150623 AND ADDITIONAL LAND. SEE DEED FOR FURTHER DETAILS.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**PINSENT MASONS LLP**



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

Company number: 30987

Charge code: SC03 0987 0057

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd August 2018 and created by BARCLAY & MATHIESON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2018 .

Given at Companies House, Edinburgh on 6th August 2018

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**

DATED 3 August 2018

(1) BARCLAY & MATHIESON LIMITED

(2) SECURE TRUST BANK PLC

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**SUPPLEMENTAL DEBENTURE**

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Pinsent Masons

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THIS DEED is made on

3 August

2018

**BETWEEN:-**

- (1) **BARCLAY & MATHIESON LIMITED** a company incorporated in Scotland with limited liability and registered with the number SC030987 whose registered office is at 180 Hardgate Road, Glasgow, G51 4TB (the "**Client**"); and
- (2) **SECURE TRUST BANK plc** ("**STB**").

**IT IS AGREED** as follows:-

**1. INTERPRETATION**

**1.1 Definitions**

Words and expressions defined or whose interpretation is provided for in the Debenture have the same meanings in this Deed and in addition in this Deed:-

"Debenture"	means the debenture dated 26 March 2018 and made between the Parties
"Further Properties"	means the Properties referred to in Schedule 1 ( <i>Further Properties</i> )
"Parties"	means the parties to this Deed

**1.2 Interpretation**

The principles of interpretation set out in clause 1.2 (*Interpretation*) of the Debenture apply to this Deed insofar as they are relevant to it.

**1.3 Effect as a deed**

This Deed shall take effect as a deed even if it is signed under hand on behalf of STB.

**1.4 Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the Finance Agreement and of any side letters between any parties in relation to the Finance Agreement are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

**1.5 Third party rights**

The provisions of clause 1.3 (*Third party rights*) of the Debenture apply to this Deed as they apply to the Debenture.

**2. CREATION OF SECURITY**

As a continuing security for payment and discharge of the Secured Obligations, the Client with full title guarantee charges to STB by way of legal mortgage all Further Properties and all Premises and Fixtures on each of the Further Properties.

**3. DEBENTURE**

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the Client mortgaged, charged or assigned to STB (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the

Secured Property and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

**4. FURTHER ASSURANCE**

**Application to Land Registry**

4.1 The Client consents to an application being made to the Chief Land Register for registration of a restriction on the register of title of all present and future registered freehold, leasehold or commonhold property of the Client (and any unregistered properties subject to compulsory first registration at the date of this Deed).

4.2 The Client confirms that so far as any of the Further Properties are unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

**4.3 Further assurance and delivery of documents**

Clauses 5 (*Restrictions*) and Clause 16 (*Further Assurance*) of the Debenture apply to this Deed as if the references in those clauses to the Debenture were references to this Deed.

**5. EFFECT ON DEBENTURE**

The Debenture shall continue in full force and effect as supplemented by this Deed.

**6. CONDITION SUBSEQUENT**

The Client shall, within two months of the date of this Deed, use all reasonable endeavours to provide STB with evidence (in form and substance satisfactory to STB) that it has obtained Parkreach Investments LLP's (as landlord) retrospective consent to certain works carried out by it at the Further Property in relation to the construction of a steel portal frame with a steel clad extension.

**7. FURTHER PROVISIONS**

The provisions of Clauses 11 (*Enforcement of Security*), 21 (*Notices*), 28 (*Counterparts*) and 29 (*Law and Jurisdiction*) of the Debenture apply to this Deed as they apply to the Debenture.

**EXECUTED AND DELIVERED AS A DEED** by the Client and executed by STB on the date set out at the beginning of this Deed.

**SCHEDULE 1**  
**FURTHER PROPERTIES**

<b>Address or description</b>	<b>Title number</b>
83 Vanguard Way, Shoeburyness, Southend-on-Sea, SS3 9QY (Leasehold)	EX150623
5 Vanguard Way, Shoeburyness, Southend-on-Sea, SS3 9QY (Leasehold)	EX286091
5b Vanguard Way, Shoeburyness, Southend-on-Sea, SS3 9QY (Leasehold)	EX388438



SIGNATURES TO THE SUPPLEMENTAL DEBENTURE

SECURE TRUST BANK

Executed as a deed by:

DAVID JAMES

(attorney's signature)

as attorney for and on behalf of

Secure Trust Bank Plc

in the presence of

Signature of witness

Name HALEY LATHAM

Address SUITE 2b, South Central

11 Peter st, Manchester M2 5QR

CLIENT

Executed as a deed by

BARCLAY & MATHIESON LIMITED acting by

two directors or by a director and its secretary or

a director in the presence of a witness

) Director

) Director/Secretary

Signature of witness:

Witness' full name:

Witness' address:

Witness' occupation:

## SIGNATURES TO THE SUPPLEMENTAL DEBENTURE

**SECURE TRUST BANK**

Executed as a deed by:

as attorney for and on behalf of  
**Secure Trust Bank Plc**  
in the presence of

(attorney's signature)

Signature of witness

Name

Address

**CLIENT**

Executed as a deed by

**BARCLAY & MATHIESON LIMITED** acting by  
two directors or by a director and its secretary or  
a director in the presence of a witness

Director

Director ALAN L. MACPHER

Director/Secretary

Signature of witness:

Witness' full name:

Witness' address:

GILLIAN CONNELL

Witness' occupation:

FINANCIAL ACCOUNTANT