



Registration of a Charge

Company Name: **BATH STONE COMPANY LIMITED**

Company Number: **01577556**



XC71KJEJ

Received for filing in Electronic Format on the: **04/07/2023**

Details of Charge

Date of creation: **22/06/2023**

Charge code: **0157 7556 0029**

Persons entitled: **SANTANDER UK PLC**

Brief description: **LAND AT PEIPARDS FARM, FRESHFORD, BATH REGISTERED UNDER
TITLE NUMBER ST339003.**

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: **REED SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1577556

Charge code: 0157 7556 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd June 2023 and created by BATH STONE COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2023 .

Given at Companies House, Cardiff on 5th July 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**

DATED

22 June

2023

RS

(1) ~~THE~~ BATH STONE COMPANY LIMITED

AS CHARGOR

(2) SANTANDER UK PLC

AS SECURITY AGENT

SUPPLEMENTAL SECURITY AGREEMENT

CONTENTS

CLAUSE

1	DEFINITIONS AND INTERPRETATION	1
2	CREATION OF SECURITY	1
3	GOVERNING LAW	2

SCHEDULE

SCHEDULE 1	1
REAL PROPERTY	1

THIS DEED is dated 22 June 2023 and is made between:

- (1) **Bath Stone Company Limited** a company incorporated in England and Wales with its registered address at Westfield Lodge Butchers Hill, Great Tew, Chipping Norton, Oxfordshire, England, OX7 4AD and its registered number 01577556 as chargor (the '**Chargor**'); and
- (2) **Santander UK plc** as security trustee for itself and the other Secured Parties (as defined in the Facilities Agreement defined below) (the '**Security Agent**').

BACKGROUND

- (A) This Deed is supplemental to the Original Security Agreement.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

'**Original Security Agreement**' means the security accession deed dated 2 March 2022 between, among others, the Chargor and the Security Agent.

1.2 Construction

- (a) Capitalised terms defined in the Original Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Interpretation*) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Original Security Agreement will be construed as references to this Deed.
- (c) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 CREATION OF SECURITY

2.1 General

- (a) The Chargor must pay or discharge the Secured Obligations in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
 - (i) granted in favour of the Security Agent as Security Agent for the Secured Parties;
 - (ii) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
 - (iii) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but subject to any Permitted Security); and
 - (iv) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Charged Property.

2.2 Land

- (a) The Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 1 (*Real Property*); and
 - (ii) (to the extent that they are not either the subject of a mortgage under paragraph (i) above or pursuant to a Supplemental Security Agreement) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this 2Schedule 1 to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Confirmation

The Chargor confirms that, as security for the payment of the Secured Obligations:

- (a) it has assigned to the Security Agent by way of security the assets (if any) relating to the property specified in Schedule 1 (*Real Property*) and referred to in clause 3.3 (*Assignment by way of Security*) of the Original Security Agreement;
- (b) it has charged in favour of the Security Agent by way of first fixed charge the assets (if any) relating to the property specified in Schedule 1 (*Real Property*) and referred to in clause 3.4 (*Fixed charges*) of the Original Security Agreement; and
- (c) it has charged in favour of the Security Agent by way of first floating charge all of its present and future assets and undertakings other than assets effectively charged by way of legal mortgage or fixed charge or assigned under this Deed or the Original Security Agreement.

2.4 Continuation

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) The Chargor agrees that the execution of this Deed shall in no way prejudice or affect the Security granted by it (or the covenants given by it) under the Original Security Agreement.
- (c) References in the Original Security Agreement to "this Deed" and similar expressions shall be deemed to be references to the Original Security Agreement as supplemented by this Deed.
- (d) This deed is designated a Security Document.

3 GOVERNING LAW

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

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

EXECUTION PAGE

CHARGOR

Executed as a Deed by
BATH STONE COMPANY LIMITED
acting by Charles Trigg

)
)
)

DocuSigned by:
[Redacted]
C1BC225338184C1...

Witness signature:

DocuSigned by:
[Redacted]
F6C20693597F4DA...

Witness name:

Martin Bains

Witness occupation:

[Redacted]

Witness address:

[Redacted]

SECURITY AGENT

Executed as a Deed by
SANTANDER UK PLC
acting by

)
)
)

DocuSigned by:
[Redacted]
F8E6F1B686BD4A9...

Richard Priaulx

Witness signature:

DocuSigned by:
[Redacted]
B04CB934C26946E...

Witness name:

Christopher Grace

Witness occupation:

[Redacted]

Witness address:

[Redacted]

SCHEDULE 1

REAL PROPERTY

COMPANY	ADDRESS	IDENTIFICATION NO.	LEASEHOLD / FREEHOLD	JURISDICTION
The Bath Stone Company Limited	Land at Peipards Farm Freshford Bath	ST339003	Leasehold	England