



Registration of a Charge

Company Name: **SCA INVESTMENTS LIMITED**

Company Number: **08027386**



Received for filing in Electronic Format on the: **12/08/2022**

XBA8EH60

Details of Charge

Date of creation: **01/08/2022**

Charge code: **0802 7386 0005**

Persons entitled: **ST. MODWEN DEVELOPMENTS LIMITED**

Brief description: **UNIT B297, ST.MODWEN PARK, BURTON**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GOWLING WLG (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8027386

Charge code: 0802 7386 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2022 and created by SCA INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2022 .

Given at Companies House, Cardiff on 15th August 2022

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 1 August 2022

ST. MODWEN DEVELOPMENTS LIMITED (1)

SCA INVESTMENTS LIMITED (2)

DEPOSIT DEED

relating to

Unit B297 St. Modwen Park Burton

DEPOSIT DEED
PARTICULARS

DATE	:	1 August	2022
PARTIES			
(1)	Developer	:	ST. MODWEN DEVELOPMENTS LIMITED (incorporated in England with registration number 00892832) whose registered office is at Park Point 17 High Street Longbridge Birmingham B31 2UQ
(2)	Tenant	:	SCA INVESTMENTS LIMITED (incorporated in England with registration number 08027386) whose registered office is at Unit 1.8 & 1.9 The Shepherds Building Central, Charecroft Way, Hammersmith, London W14 0EE
AGREEMENT FOR LEASE			
Date	:	13 Janaury 2022	
Parties	:	The Developer (1) The Tenant (2) Branston Properties Limited (3)	
Property	:	Unit B297 St. Modwen Park, Burton	
Initial Deposit	:	The sum of one million one hundred and thirty two thousand two hundred and fifty three pounds (£1,032,253).	

THIS DEED is made on the date stated in the Particulars between the Developer and the Tenant.

1 Definitions and Interpretation

1.1 In this Deed:

"Account"	means an account at a London clearing bank from time to time held in the Developer's name or in the name of its nominee (or any replacement or substitute account);
"Agreement for Lease"	means the Agreement for Lease particulars of which are set out in the Particulars;
"Deposit"	means the Initial Deposit together with any moneys added to the Account by virtue of this Deed;
"Initial Deposit"	means the sum described as such in the Particulars;
"Developer" and "Tenant"	mean the parties to this Deed referred to in the Particulars;
"Outstanding Amount"	means the sum remaining outstanding from time to time which is or will be payable by the Tenant to the Developer in respect of the cost of Tenant's Future Enhancements in accordance with clause 9.6 (a) to (d) inclusive and clause 9.7 of the Agreement for Lease (exclusive of Value Added Tax on that sum);
"Particulars"	means the descriptions and terms appearing on the Particulars page and which form part of this Deed;
"Property"	means the Property specified in the Particulars;
"Value Added Tax"	means value added tax as imposed by the Value Added Tax Act 1994 and any other tax of a similar nature that may be substituted for it or levied in addition to it.

1.2 In this Deed unless the context otherwise requires:

- (a) words and phrases defined in the Agreement for Lease shall have the same meaning in this Deed;
- (b) words importing one gender include every gender;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing persons include firms companies and corporations and vice versa

versa;

- (e) any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission and direction made or issued under it or deriving validity from it;
- (f) where any obligation is undertaken by two or more persons jointly those persons shall be jointly and severally liable in respect of that obligation;
- (g) any obligation on the Developer or the Tenant not to do or omit to do anything shall be deemed to include an obligation not to allow that thing to be done or omitted to be done by any person under its control; and
- (h) the clause headings are for reference only and shall not affect the construction of this Deed.

2 Deposit

- 2.1 The Developer acknowledges receipt of the Initial Deposit which it will immediately place in the Account.
- 2.2 The Deposit shall be held in the Account until withdrawal or repayment of the Deposit in accordance with the terms of this Deed.

3 Charge

- 3.1 The Tenant charges with full title guarantee all its interest in the Deposit by way of first fixed charge to the Developer as a continuing security for the due performance and observance of its obligations under clause 9.7 of the Agreement for Lease.
- 3.2 The Tenant shall execute any document and take any action the Developer reasonably specifies in order to perfect the security referred to in this clause 3.

4 Withdrawals

- 4.1 The Developer and Tenant agree that without prejudice to any right or remedy which the Developer may have under the Agreement for Lease the Developer shall be entitled to withdraw from the Deposit at any time and from time to time (and which

shall become the absolute property of the Developer) the amount of any sum due to the Developer from the Tenant under clause 9.7 of the Agreement for Agreement for Lease which remains unpaid for a period of 14 days after it has become due;

- 4.2 The Developer shall notify the Tenant in writing within 5 days of any withdrawal of any sum from the Deposit and the reason for such withdrawal.
- 4.3 If the Agreement for Lease is still subsisting at the time of any withdrawal the Tenant covenants immediately to pay to the credit of the Account the amount withdrawn and any further amounts required from time to time to ensure that the total standing to the credit of the Account is at all times no less than the Initial Deposit or (if less) the Outstanding Amount.

5 Repayment

- 5.1 The Developer will, upon request from the Tenant (not more frequently than monthly), provide a statement of the Outstanding Amount.
- 5.2 At any time after the Outstanding Amount is reduced to a sum equal to or less than the Deposit then at the option and direction of the Tenant the Developer shall either
 - (a) utilise the Deposit to pay sums that become due to the Developer from the Tenant under clause 9.7 of the Agreement for Agreement; or
 - (b) repay to the Tenant the amount of the Deposit to the extent that it exceeds the Outstanding Amount.
- 5.3 Within 5 days of the Outstanding Amount becoming zero the Developer shall repay to the Tenant any remaining balance of the Deposit together with any interest accrued to the Account

6 Miscellaneous

- 6.1 The existence of the Deposit shall not:
 - (a) prejudice the Developer's other remedies or ability to proceed against the Tenant for any breach of any obligation on its part under the Agreement for Lease;
 - (b) entitle the Tenant to withhold any moneys or fail to perform any obligation

under the Agreement for Lease; or

- (c) be regarded as an advance or deemed payment of sums to become due under the terms of the Agreement for Lease.

- 6.2 No failure or delay by the Developer in exercising any power right or remedy under this Deed or at law shall operate as a waiver of it nor shall any single or partial exercise or waiver of any such power right or remedy preclude its further exercise or the exercise of any other power right or remedy.
- 6.3 Clause 14 of the Agreement for Lease shall apply to all notices which may need to be served under this Deed.
- 6.4 Each of the provisions of this Deed is severable and distinct from the others. If at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired.
- 6.5 For the purposes of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed shall confer or purport to confer on any third party any right to enforce or any benefit of any term of this Deed.

7 Governing Law and Jurisdiction

- 7.1 This Deed and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales to which the parties irrevocably submit.

IN WITNESS of which this document has been executed by the parties as a Deed and is delivered on the date written above

EXECUTED as a **DEED** by)
ST. MODWEN DEVELOPMENTS LIMITED)
acting by a Director)

Signature of Director

Name (in BLOCK CAPITALS)

Signature of witness

Name (in BLOCK CAPITALS)

Address

EXECUTED as a **DEED** by)
SCA INVESTMENTS LIMITED)
acting by a Director)

N. J. Buckle

N. J. Buckle (Jul 21, 2022 11:30 GMT+1)

Director Signature

N. J. Buckle

in the presence of:

Signature of witness  _____
Andrea Fryer (Jul 21, 2022 14:35 GMT+1)

Name (in BLOCK CAPITALS) Andrea Fryer

Address 85 Queens Road Richmond. TW10 6HJ











Deposit Deed

Final Audit Report

2022-07-21

Created:	2022-07-15
By:	chris Breaks (chris.breaks@gousto.co.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAATVbWXNmyj8Vtn5Qqg8BSS2VK8hT7LQBR

"Deposit Deed" History

-  Document created by chris Breaks (chris.breaks@gousto.co.uk)
2022-07-15 - 11:16:20 GMT - IP address: 86.159.48.144
-  Document emailed to jim.buckle@gousto.co.uk for signature
2022-07-15 - 11:18:32 GMT
-  Email viewed by jim.buckle@gousto.co.uk
2022-07-15 - 11:38:24 GMT - IP address: 66.249.93.35
-  Signer jim.buckle@gousto.co.uk changed full name at signing to N. J. Buckle
2022-07-21 - 10:30:14 GMT - IP address: 88.97.12.254
-  Document e-signed by N. J. Buckle (jim.buckle@gousto.co.uk)
Signature Date: 2022-07-21 - 10:30:15 GMT - Time Source: server- IP address: 88.97.12.254
-  Document emailed to andreafryer1966@gmail.com for signature
2022-07-21 - 10:30:17 GMT
-  Email viewed by andreafryer1966@gmail.com
2022-07-21 - 13:34:23 GMT - IP address: 88.97.12.254
-  Signer andreafryer1966@gmail.com changed full name at signing to Andrea Fryer
2022-07-21 - 13:35:39 GMT - IP address: 88.97.12.254
-  Document e-signed by Andrea Fryer (andreafryer1966@gmail.com)
Signature Date: 2022-07-21 - 13:35:41 GMT - Time Source: server- IP address: 88.97.12.254
-  Agreement completed.
2022-07-21 - 13:35:41 GMT