

MR01

504672/617

Particulars of a charge



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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 no
instrument. Use form MR08.

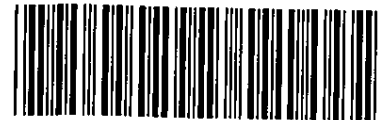
For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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.
delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This
scanned and placed on the public record. Do not send the original.

THURSDAY



S44YC462

SCT

09/04/2015

#316

COMPANIES HOUSE

1 Company details

Company number S C 0 3 0 9 8 7

Company name in full BARCLAY & MATHIESON LIMITED

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 0 2 m 0 4 y 2 0 1 5

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 MBM GROUP SERVICES LIMITED

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

(1) 2.25 acres of land and (2) 1.35 acres of land with all buildings thereon together comprising subjects at Cloverhill Road, Bridge of Don Industrial Estate, Aberdeen.

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

Kelley - Gills

X

Member, MacRoberts LLP

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 **Douglas Lamb (BRE/51/1)**

Company name **MacRoberts LLP**

Address **Capella**

60 York Street

Post town **Glasgow**

County/Region

Postcode **G2 2 8 J 1X**

Country **United Kingdom**

DX **DX G470, Glasgow**

Telephone **0141 303 1100**

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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 30987

Charge code: SC03 0987 0046

The Registrar of Companies for Scotland hereby certifies that a charge dated 2nd April 2015 and created by BARCLAY & MATHIESON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2015.

Given at Companies House, Edinburgh on 16th April 2015



Companies House



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

GLASGOW 8/4/2015
CERTIFIED A TRUE COPY

macROBERTS

GLASGOW

Kelley & John

STANDARD SECURITY
by
BARCLAY & MATHIESON LIMITED
in favour of
MBM GROUP SERVICES LIMITED

Land at Cloverhill Road, Bridge of Don Industrial Estate, Aberdeen

macROBERTS

STANDARD SECURITY

by

- (1) **BARCLAY & MATHIESON LIMITED**, incorporated under the Companies Acts in Scotland with Registered Number SC030987 and having its Registered Office at Shieldhall Works, 180 Hardgate Road, Glasgow G51 4TB ("**Obligor**");

in favour of

- (2) **MBM GROUP SERVICES LIMITED**, incorporated and Registered In England and Wales with Registered Number 09453951 and having its Registered Office at 4th Floor, 7/10 Chandos Street, Cavendish Square, London, W1G 9DQ ("**Lender**")

WHEREAS:-

- (A) The Obligor has undertaken or is about to undertake the Secured Liabilities; and
(B) The parties have agreed that the Secured Liabilities shall be secured over the Property.

THEREFORE the Obligor hereby agrees and undertakes as follows:-

1. Definitions and Interpretation

1.1 Definitions:-

In this Standard Security the terms defined in, or construed for the purposes of, the Loan Agreement (as defined below) have the same meanings when used in this Standard Security (unless the same are otherwise defined in this Standard Security); and the following terms shall have the following meanings:-

"Administrator" means any one or more persons appointed as an administrator of the Obligor under Schedule B1 to the Insolvency Act;

"Certificate" means a certificate of the amount of the Obligor's indebtedness to the Lender issued by an authorised representative of the Lender;

"Default" has the meaning given to Event of Default in the Loan Agreement;

"Finance Document" has the meaning given to that expression in the Loan Agreement but, for the avoidance of doubt, shall also mean any document designated as a Finance Document by the Lender and the Obligor at any time.

"Insolvency Act" means the Insolvency Act 1986;

"Loan Agreement" means the loan agreement dated on or about the date of this Standard Security between the Obligor and the Lender for the provision of the debt facility secured by this Standard Security, as amended, restated, varied or supplemented from time to time;

"Moveables" means furniture, goods, equipment, stock and/or other moveable property;

"Property" means ALL and WHOLE the land at Cloverhill Road, Bridge of Don Industrial Estate, Aberdeen ALL and WHOLE (In the first place) that area of ground in the Parish of Old Machar in the County of Aberdeen situated on the north west of the main trunk road leading from Aberdeen to Ellon and extending to two acres and twenty five decimal or one hundredth parts of an acre or thereby imperial measure all of the said area of ground is more particularly described in and shown delineated and coloured red on the plan annexed and signed as relative to the Blench Disposition by Aberdeen County Council in favour of William J. Brown (Aberdeen) Limited dated Twenty Third October and recorded in the Division of the General Register of Sasines applicable to the County of Aberdeen on Sixteen November both months in the year Nineteen hundred and seventy and (In the second place) ALL and WHOLE that area of ground in the said Parish and County situated to the north west of the main trunk road leading from Aberdeen to Ellon and extending to one acre and thirty five decimal or one hundredth parts of an acre or thereby being the subjects shown delineated and coloured pink on the plan annexed and signed as relative to the Blench Disposition by Aberdeen County Council in favour of Barclay & Mathieson Limited dated Thirteen December Nineteen hundred and seventy one and recorded in the said Division of the General Register of Sasines on Seven January Nineteen hundred and seventy two; Together with the whole servitudes and pertinents belonging to the whole subjects hereinbefore described and the Obligor's whole rights, title and interest, present, future, therein and thereto and including specifically the servitude rights benefitting the subjects (In the first place) hereinbefore described specified in Deed of Servitude by the Grampian Regional Council in favour of Barclay & Mathieson Limited dated Sixth February and Twelfth March and recorded in the said Division of the General Register of Sasines on Twenty Six March both months in the year Nineteen hundred and ninety six.

"Secured Liabilities" means all present and future monies, obligations and liabilities of the Obligor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Loan Agreement or this Standard Security or any other Finance Document, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.

"Standard Conditions" means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) and any lawful variation to them operative for the time being; and

"Standard Security" means this standard security.

1.2 Interpretation

Clause headings shall not affect the interpretation of this Standard Security.

- 1.2.1 the **"Obligor"** or the **"Lender"** shall be construed so as to include its successors in title, permitted assignees and permitted transferees;
- 1.2.2 a reference to this **"Standard Security"**, the **"Loan Agreement"**, any other **"Finance Document"** or any other agreement or instrument shall be construed as a reference to this Standard Security, the Loan Agreement, such other Finance Document or such other agreement or instrument as varied, amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of Obligor or provides for further advances);
- 1.2.3 A **Default** that is **"continuing"** shall be construed as meaning Default that has not been waived in writing by the Lender, to the satisfaction of the Lender and any waiver given by the Lender shall only apply to the specific occurrence of the specific event referred to in such waiver;

- 1.2.4 a reference to "**Secured Liabilities**" includes obligations and liabilities which would be treated as such but for the liquidation or dissolution of, or a similar event affecting the Obligor;
- 1.2.5 if the Lender reasonably considers that an amount paid by the Obligor to the Lender under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the Obligor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Standard Security;
- 1.2.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assignees.
- 1.2.7 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.8 Words in the singular shall include the plural and vice versa.
- 1.2.9 A reference to any party shall include that party's personal representatives, successors and permitted assignees.
- 1.2.10 Any reference to a Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Scotland, be deemed to include a reference to what most nearly approximates to the Scottish legal term in that jurisdiction.
- 1.2.11 References to clauses are to the clauses of this Standard Security.
- 1.2.12 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.13 a reference to "**liabilities**" includes present and future, actual and contingent liabilities;

1.3 Loan Agreement

If there is any conflict between the provisions of this Standard Security and the Loan Agreement, the provisions of the Loan Agreement shall prevail.

2. Obligor's Undertaking

2.1 Principal Obligor

The Obligor, as principal obligor (where appropriate) and not merely as surety, undertakes in favour of the Lender that it will pay and discharge the Secured Liabilities to the Lender, from time to time when such Secured Liabilities fall due and payable.

2.2 Default Interest

Any amount which is not paid under this Standard Security when due and payable shall bear interest (both before and after decree or judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Finance Documents under which such amount is payable.

Default interest will accrue from day to day and will be compounded at intervals as the Lender states are appropriate.

3. Grant of Security

The Obligor, in security of the Secured Liabilities, GRANTS a Standard Security over the Property in favour of the Lender.

4. Standard Conditions

The Standard Conditions shall apply to this Standard Security, subject to the following variations:-

4.1 Insurance

The Obligor shall insure the Property in the names of the Lender and the Obligor for their respective rights and interests to the extent of the reinstatement value of the Property, against the risk of fire and such other risks as the Lender may reasonably require with a reputable insurer chosen by the Obligor. In the event of the Obligor failing so to insure the Property, the Lender shall be entitled but not bound to effect such insurance and to recover the proper and reasonable costs of doing so from the Obligor. The Obligor will intimate to the Lender within 14 days of the occurrence, any occurrence which may give rise to a claim under the insurance policy over the Property and shall if requested by the Lender, give power to the Lender to negotiate, agree and adjust the amount of any such insurance monies. Any such insurance monies becoming payable to the Lender shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Lender so requires, in or towards the discharge of the Secured Liabilities.

4.2 Restrictions Relating to the Property

The Obligor shall:-

- 4.2.1 comply with all of the obligations which relate to the Property and are contained in the Loan Agreement;
- 4.2.2 not create a subsequent security over the Property or any part of it; or
- 4.2.3 not transfer the Property under burden of this Standard Security; or
- 4.2.4 not breach the statutory, local authority or other regulatory consents which are necessary for the lawful use and operation of the business carried on from the Property

4.3 Compulsory purchase

If the Property or any part of it shall be compulsorily purchased or requisitioned or be the subject of a Notice to Treat for the purposes of compulsory acquisition, all claims and rights competent or that may become competent to the Obligor to compensation by reason of such acquisition shall be held to be assigned to the Lender with full power to the Lender to negotiate, agree and adjust the amount of any such compensation.

4.4 Right to Possession of the Property

The Lender may, at any time after the occurrence of an event of Default which is continuing, be entitled to enter into possession of the Property and may serve notice upon the Obligor requiring the Obligor to vacate the Property within a period of 10 days from receipt of the notice and the Obligor shall upon the expiry of that period, vacate the Property so far as occupied by the Obligor or others for whom the

Obligor is responsible, and the Obligor agrees that a warrant of summary ejection may competently proceed against the Obligor in the Sheriff Court of the County in which the Property is situated at the instance of the Lender.

4.5 Ultimate Loss Clause

The security created by this Standard Security shall be a security to the Lender for any balance which may remain due to the Lender after applying any payments received by the Lender from any person (including any liquidator, receiver, administrator, trustee in sequestration or trustee under any trust deed for creditors) in respect of the Secured Liabilities and the Obligor shall not be entitled to require from the Lender any assignation of those obligations or any part of them or to rank in any liquidation, receivership, administration or sequestration or under any trust deed in respect of any payment made by the Obligor to the Lender or to have the benefit of any securities held by the Lender until the whole amount secured by this Standard Security has been paid or settled in full.

4.6 Moveables

If the Lender enters possession of the Property, the Lender shall be entitled at the expense and risk of the Obligor to remove, store, sell or otherwise deal with any Moveables left in or upon the Property and not removed within 14 days of the Lender entering into possession; the Lender shall not be liable for any loss or damage occasioned by the exercise of this entitlement but the Lender shall account for the proceeds of any sale of the Moveables after deducting all proper and reasonable expenses incurred by the Lender in connection with the sale.

5. **Declarations**

5.1 Breach of Obligations

If the Obligor breaches any of the obligations contained or referred to in the Standard Security and such breach results in an event of Default which is continuing the Lender shall (without prejudice to all other rights and powers available to it) be entitled without further notice to the Obligor, to withhold further credit facilities from the Obligor and to return, without making payment of them, cheques, direct debits and other like documents drawn on the Lender by the Obligor or otherwise bearing to be payable to the Obligor's order.

5.2 Notice of Subsequent Charge

If the Lender receives notice of any subsequent charge or other interest affecting all or any part of the Property, unless such charge is covered in a ranking agreement agreed with the Lender, then the Lender may open a new account or accounts in the name of the Obligor and, if or in so far as the Lender does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Lender to the Obligor shall, notwithstanding any instructions by the Obligor to the contrary be certified or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Lender to the Obligor at the time when it received the notice.

5.3 Certificate

The sums due by the Obligor to the Lender shall be conclusively ascertained by a Certificate (save in the case of manifest error).

5.4 Arrangements with Others

The Lender may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the Standard Security and the liability of the Obligor to the Lender under the Standard Security) allow any person any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person.

5.5 Preservation of the Lender's Claims Against Others

If the Obligor is liable under the Standard Security for the debts of another person then:

- 5.5.1 the Obligor shall not in competition with or in priority to the Lender make any claim against that other person nor take or share in or enforce any security in respect of such debts until such debts have been paid to the Lender in full;
- 5.5.2 the liability of the Obligor under the Standard Security shall not be affected by the existence of any other security or guarantee nor by any other security or guarantee being or becoming void or unenforceable; and
- 5.5.3 The Lender may place to the credit of a suspense account for so long as it considers desirable any monies received in respect of such debts without any obligation to apply them towards payment of such debts and, in applying monies towards payments of such debts, The Lender may appropriate them towards such part or parts of the debts as it thinks fit.

5.6 Assignment

The Lender may assign this Standard Security to any other person without consent or approval of the Obligor.

6. Warrandice

The Obligor grants warrandice but excepting therefrom the Lease between Barclay & Mathieson Limited and Caledonia Services Limited dated 27 February and 7 March both months 2014.

7. Registration

The Obligor consents to registration of this Standard Security and any Certificates for execution.

IN WITNESS WHEREOF these presents printed on this and the 6 preceding pages are subscribed on behalf of the Obligor at

gunnerscove Lp, 53 King St, Manchester
on 20/3/15

by:-



Signature of director

MICHAEL ANTHONY WELDON

Full name of above (print)



Signature of witness

GEDGINA TRIPP

Full name of above (print)

gunnerscove Lp

53 King St, Manchester

Address of witness