



Registration of a Charge

Company name: **BARCLAY & MATHIESON LIMITED**

Company number: **SC030987**



X73Z5AWA

Received for Electronic Filing: **16/04/2018**

Details of Charge

Date of creation: **10/04/2018**

Charge code: **SC03 0987 0055**

Persons entitled: **SECURE TRUST BANK PLC**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS 180 HARDGATE ROAD, GLASGOW (GLA231654).**

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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 30987

Charge code: SC03 0987 0055

The Registrar of Companies for Scotland hereby certifies that a charge dated 10th April 2018 and created by BARCLAY & MATHIESON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th April 2018 .

Given at Companies House, Edinburgh on 17th April 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

WE, **BARCLAY & MATHIESON LIMITED** a company incorporated in Scotland under the Companies Acts (Company Number SC030987) and having our registered office at 180 Hardgate, Road, Glasgow G51 4TB (the "Chargor") DO HEREBY in security of all monies and liabilities now or after the date of this Standard Security due, owing or incurred by the Chargor to **SECURE TRUST BANK PLC**, incorporated in England under the Companies Acts (Company Number 00541132) and having its registered office at One Arlestone Way, Solihull, B90 4LH (hereinafter together with their successors, assignees and transferees referred to as the "Lender") whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety (including without limitation due under the asset based lending agreement (incorporating the Lender's Standard Terms Agreement (the "Standard Terms Agreement")) between the Chargor and the Lender dated on or about the date of this Standard Security (and as varied or amended from time to time) and/or the debenture entered into between the Chargor and the Lender dated on or about the date of this Standard Security ("the Security Agreement") (and as varied or amended from time to time) and/or any other funding agreement between the Chargor and the Lender at any time and from time to time, and/or any ranking agreement to which the Chargor and the Lender are party (the "Finance Agreement")) together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Lender including, without prejudice to the foregoing generality, all obligations to indemnify the Lender GRANT a Standard Security in favour of the Lender over ALL and WHOLE the subjects described in Part One of the Schedule annexed and executed as relative hereto (the "Security Subjects") DECLARING THAT:-

1. Subject to paragraph 2 below, the whole terms, undertakings, obligations, powers, rights, provisions and others of and contained in the Finance Agreement (including the Standard Terms Agreement and the Security Agreement) are held to be incorporated in and shall be deemed to form part of this Standard Security *mutatis mutandis* and shall be in addition to the obligations, rights and others of the Chargor and the Lender in this Standard Security.
2. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended and as may be further amended from time to time) and any lawful variation thereof operative for the time being all as varied by Part Two of the Schedule annexed to this Standard Security (the "Standard Conditions") shall apply (save to the extent that (i) they are inconsistent with any terms and conditions of and contained in the Finance Agreement (and if there is any such inconsistency the terms and conditions of and contained in the Finance Agreement shall apply to the extent of that inconsistency (ii) they are prevented by law or (iii) such amendment would result in the security created by this Standard Security becoming void or unenforceable) and under declaration that the terms "debtor" and "creditor" in the Standard Conditions shall refer to the Chargor and the Lender respectively.
3. The Schedule annexed to this Standard Security (the "Schedule") forms part of this Standard Security and the Chargor undertakes to comply fully with its obligations set out in the Schedule.
4. This Standard Security shall be a continuing security for the liabilities and obligations secured hereby notwithstanding any intermediate payment or settlement of all or any part of such liabilities and obligations or other matter or thing whatsoever until the said liabilities and obligations have been discharged in full. This Standard Security shall be in addition to and shall not either prejudice or be prejudiced by any other security, guarantee, right or remedy of whatever sort, held by or available to the Lender at any time for the said liabilities and obligations and will not be affected by the Lender at any time failing to enforce, releasing, or varying any such other security, guarantee, right or remedy.
5. If the Lender receives notice that any security interest has been created over the Security Subjects which the Finance Agreement does not permit to rank in priority to this Standard Security the Lender will (to the extent that it has not immediately done

so) be treated as if it had immediately opened a new account in the name of the Chargor and all payments received by the Lender from the Chargor will (notwithstanding any instructions from the Chargor to the contrary) be treated as if they had been credited to the new account and will not reduce the amount then due by the Chargor to the Lender.

6. No failure or delay by the Lender in exercising any right or remedy under this Standard Security shall operate as a waiver, and no single or partial exercise shall prevent further exercise of any right or remedy.
7. The Chargor shall pay to the Lender, upon demand, any:-
 - (i) costs, charges, fees, premiums and expenses incurred from time to time by the Lender under the Standard Conditions (as varied by this Standard Security) and which are either repayable by the Chargor to the Lender under the said Standard Conditions (varied as aforesaid) or are incurred by the Lender in exercise of its powers under the said Standard Conditions (varied as aforesaid); and
 - (ii) any costs, charges and expenses incurred by the Lender in connection with doing anything to protect its interest in this Standard Security or to obtain possession of, sell or deal with the Security Subjects;

(together the "Costs").

8. Without prejudice to any other remedy, security or lien available to the Lender from time to time in respect of repayment of the Costs, until any such Costs are repaid by the Chargor (and whether they are repaid after the Lender has demanded repayment of all or any part of the liabilities and obligations secured by this Standard Security or after the Lender has obtained any decree for repayment of all or any part of such liabilities and obligations), they will form part of the liabilities and obligations hereby secured, they will be secured by this Standard Security and interest (at the applicable rate payable from time to time under the Finance Agreement) will be payable upon them by the Chargor to the Lender.
9. Any account or certificate signed by any signing official authorised by the Lender as to the amount of the obligations and liabilities secured hereby or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargor and the Chargor consents to the registration of this Standard Security and any such account or certificate for execution.
10. Any agreements, undertakings and security given or implied by more than one person in or under the Standard Conditions or this Standard Security shall be assumed to have been given jointly and severally by all such persons.
11. Without prejudice to the provisions regarding notices contained in the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended and as may be further amended from time to time), any notice or demand under this Standard Security or under the Standard Conditions:-
 - 11.1 must be in writing, and unless otherwise stated may be served by delivery to the party on whom it is desired to be served or by sending the same by registered or recorded delivery post to it at its last known address in the United Kingdom;
 - 11.2 if served by post, shall be deemed to have been served on the next day after the day of posting and in proving service, it shall be sufficient to prove that the envelope containing the notice or demand was duly addressed to the Lender or the Chargor (as the case may be) in accordance with this Clause 11 and posted to the place to which it was so addressed.

12. The Lender may at any time (without notice or consent) transfer to any other person (the "transferee") the benefit of this Standard Security and all or any of its rights and interest therein (either absolutely or in security) together with all or any of its rights in respect of the liabilities and obligations secured hereby. The transferee may enforce this Standard Security in the same way as if he had been a party to this Standard Security instead of the Lender. Where the Lender has transferred only part of its rights in respect of the said liabilities and obligations secured hereby, then this Standard Security shall be treated as if it had been given to the Lender as trustee for itself and such other person.
13. This Standard Security shall be governed by, and construed in accordance with the law of Scotland and, for the benefit of the Lender, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts without prejudice to the ability of the Lender to proceed against the Chargor in any other appropriate jurisdiction.
14. The Chargor grants warrandice.

IN WITNESS WHEREOF these presents consisting of this and the preceding two pages together with the Schedule and Plan annexed are executed as follows:-

Subscribed for Barclay & Mathieson Limited
at MANCHESTER
on 22 MARCH 2018
by


Signature of Director

MICHAEL WELDEN
Full Name (Director)
before this witness

NICK DUCKER
Full Name (Witness)


Signature of Witness

gunnercooke llp
53 King Street
Address Manchester M2 4LQ

This is the Schedule referred to in the foregoing Standard Security granted by Barclay & Mathieson Limited in favour of Secure Trust Bank PLC in respect of 180 Hardgate Road, Glasgow

PART ONE

ALL and WHOLE those subjects known as 180 Hardgate Road, Glasgow shown edged red on the plan annexed to this Standard Security which subjects comprise ALL and WHOLE that plot or area of ground lying within the Parish of Govan and County of Lanark and for the purpose of registration of writs in the Country of the Barony and Regality of Glasgow containing five acres and three decimal or one tenth parts of an acre or thereby Imperial standard measure bounded on the East South East by the central line of Hardgate Road along which it extends five hundred and thirteen feet nine inches or thereby being the subjects more particularly described in, disposed by and shown coloured red and delineated within boundaries coloured red on the plan annexed and subscribed as relative to the Disposition by Scottish Co-Operative Wholesale Society Limited in favour of Barclay & Mathieson Limited dated 21 February and recorded in the Division of the General Register of Sasines applicable to the Country of the Barony and Regality of Glasgow on 10 March both months in the year 1956; TOGETHER WITH the whole parts, privileges and pertinents of the said plot or area of ground, free ish and entry therefrom and thereto and the Chargor's whole rights, title and interest therein and thereto.

PART TWO

The Standard Conditions set out in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended and as may be further amended from time to time) and any lawful variation thereof operative for the time being shall be varied as follows:-

1. Standard Condition 9(1) shall be varied as follows:-

In addition to the events of default set out in Standard Condition 9(1), the Chargor shall be held to be in default if any of the following events occur, namely:

- (a) the Lender makes demand for the payment or discharge of all or any part of the obligations secured by this Standard Security;
- (b) the Chargor requests the Lender to appoint an administrator or a receiver or to take possession of all or any of the assets (including uncalled capital) which are or may be from time to time comprised in the property and undertaking of the Chargor;
- (c) the Chargor breaches (or is found to have breached) any of the undertakings or warranties given by it to the Lender in the Floating Charge granted by the Chargor in favour of the Lender dated of even date with this Standard Security (the "Floating Charge");
- (d) the occurrence of a Termination Event (as such term is defined in the Standard Terms Agreement).

2. Standard Condition 10 shall be varied by adding the following as new Conditions 10(8) and 10(9):-

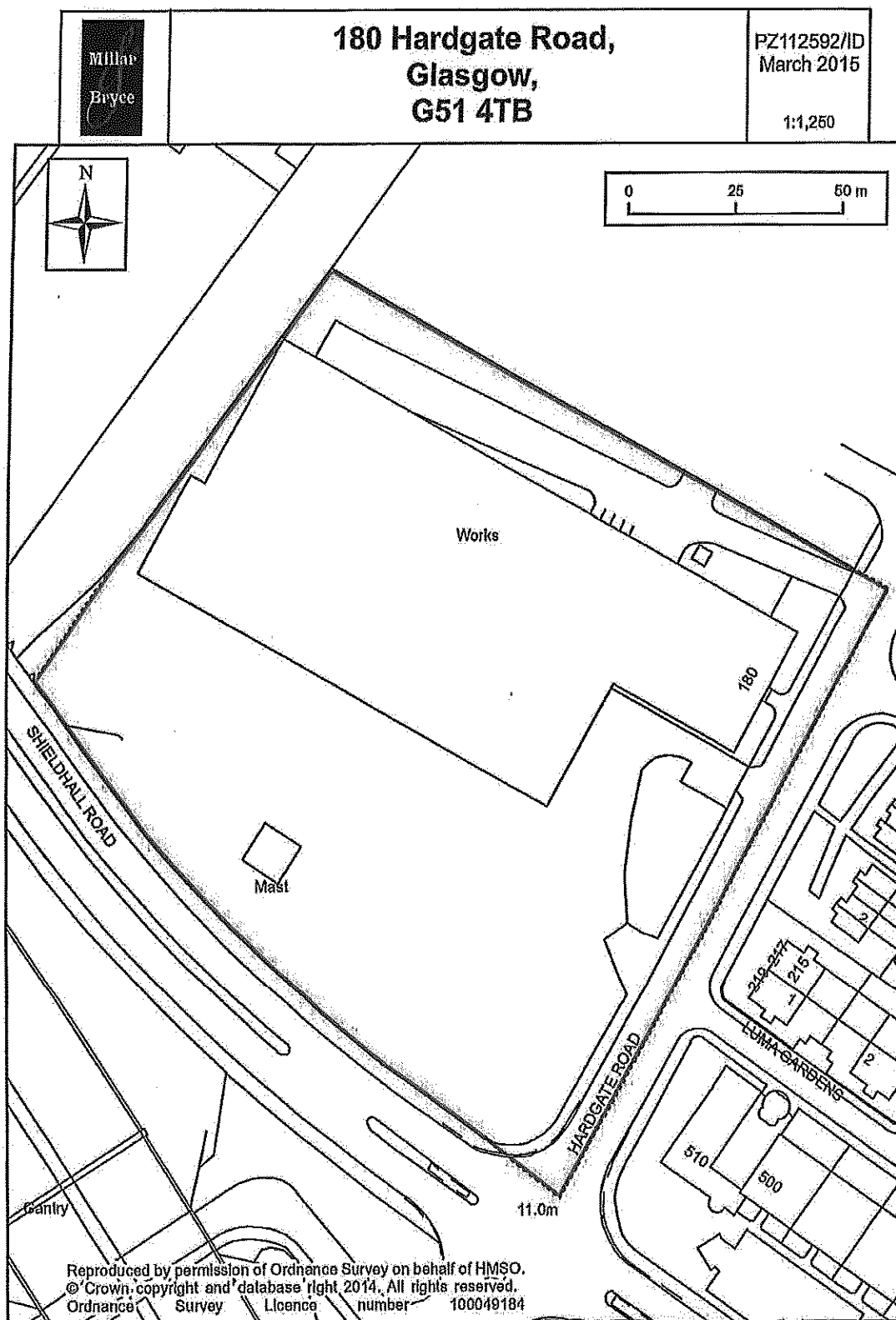
- "(8) If the Lender shall enter into possession of the Security Subjects, the Lender may (at the Chargor's expense and risk and as the agent of the Chargor) remove, store, sell or otherwise deal with any moveable items left in or at the Security Subjects and the Lender shall not be liable to the Chargor for any loss or damage caused by the same and the Lender will pay the net proceeds of sale of such moveable items (after deducting all costs and expenses incurred by the Lender in connection with such removal, storage, and dealing) to the Chargor on demand.
- (9) The Lender may (in addition to the powers specified in this Standard Condition 10):-
 - (i) at any time after entering into possession of the Security Subjects relinquish such possession on giving written notice to the Chargor;
 - (ii) If the Security Subjects are the tenant's right in a lease, vary the terms of or surrender the lease (declaring that the Chargor irrevocably and by way of security appoints the Lender as its attorney for it and in its name and on its behalf to execute and deliver and otherwise perfect any document which may be required of the Chargor under this Standard Security or may be required in the exercise of the Lender's rights under this Standard Security or otherwise for any purpose connected with this Standard Security);
 - (iii) bring or defend any proceedings in the name of the Chargor in relation to the Security Subjects as the Lender thinks fit;
 - (iv) exercise on behalf of the Chargor all or any of the powers given to landlords and tenants (as the case may be) in respect of the

Security Subjects but without incurring any liability in respect of the powers so exercised;

- (v) sell, let, grant licences of, vary the terms of or terminate or accept any surrender of leases or tenancies of all or any part of the Security Subjects or grant any option over all or any part of the Security Subjects on such terms and conditions (including as to the payment of money) as the Lender thinks fit (in its absolute discretion);
- (vi) do all such other acts and things as may be considered by the Lender to be necessary for or incidental to any of the powers contained in the said Standard Conditions or otherwise preserve, improve, sell or assign the Security Subjects."


For and on behalf of the Chargor

This is the plan referred to in the foregoing Standard Security by Barclay & Mathieson Limited in favour of Secure Trust Bank plc.



Millar & Bryce Limited, Bonnington Bond, 2 Anderson Place, Leith, Edinburgh, EH6 5NP

