



**Registration of a Charge**

Company name: **GLADMAN DEVELOPMENTS LIMITED**

Company number: **03341567**



X8ZB9T7N

Received for Electronic Filing: **21/02/2020**

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**Details of Charge**

Date of creation: **19/02/2020**

Charge code: **0334 1567 0104**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED AS SECURITY TRUSTEE**

Brief description: **FREEHOLD LAND AND BUILDINGS KNOWN AS GLADMAN HOUSE,  
ALEXANDRIA WAY, CONGLETON, CW12 1LB - TITLE NO.: CH540863**

**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:

**ASHURST LLP**



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

Company number: 3341567

Charge code: 0334 1567 0104

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th February 2020 and created by GLADMAN DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st February 2020 .

Given at Companies House, Cardiff on 24th February 2020

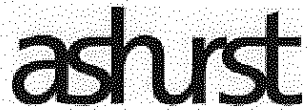
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**Execution Version**

## Supplemental Legal Mortgage

Gladman Developments Limited

as Chargor

and

Lucid Trustee Services Limited

as Security Agent

relating to freehold land and buildings known as  
Gladman House, Alexandria Way, Congleton,  
CW12 1LB and registered under title number  
CH540863 at the Land Registry

19

February 2020

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THIS DEED is made on 19 February 2020

**BETWEEN:**

- (1) **GLADMAN DEVELOPMENTS LIMITED** (a company incorporated in England and Wales with registered number 03341567) (the "**Chargor**"); and
- (2) **LUCID TRUSTEE SERVICES LIMITED** (a company incorporated in England and Wales with registration number 10992576) as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

**RECITALS:**

- (A) This deed is supplemental to a debenture dated 21 August 2018 (the "**Original Debenture**") between, amongst others, the Chargor and the Security Agent.
- (B) The Chargor is legal owner of the property specified in the schedule to this deed (the "**Property**") and is required to enter into this deed by clause 4 (Further Assurance) of the Original Debenture.
- (C) This deed is supplemental to the Original Debenture and it is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

**THE PARTIES AGREE** as follows:

**1. INTERPRETATION AND CONSTRUCTION**

- 1.1 Words and expressions defined in the Original Debenture and in the Facility Agreement (itself defined in the Original Debenture) have, unless expressly defined in this deed or the context requires otherwise, the same meaning in this deed.
- 1.2 The provisions of clause 1.2 (Construction) of the Original Debenture apply to this deed as though they were set out in full in this deed except that references to the Original Debenture are to be construed as references to this deed.

**2. CHARGING CLAUSE**

- 2.1 The Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee and by way of first legal mortgage, all of its right title and interest in the Property.
- 2.2 The Chargor confirms that, by the terms of the Original Debenture it has charged in favour of the Security Agent by way of fixed charge all Related Rights, as they relate to the Property.

**3. INCORPORATION**

- 3.1 The provisions of clauses 4 (Further Assurance) to clause 28 (Miscellaneous) (both inclusive) of the Original Debenture (with the exception of clause 8 (Investments) to clause 14 (Insurances) (both inclusive)) shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed and references in the Original Debenture to "a Chargor" shall be deemed to be references to the Chargor.
- 3.2 References in the Original Debenture to "**this deed**", "**hereof**", "**hereunder**" and expressions of similar import shall be deemed to be references to the Original Debenture (as amended and supplemented by this deed) and to this deed.

4. **LAND REGISTRY**

- 4.1 The Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of the Property on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [**date**] 2020 in favour of Lucid Trustee Services Limited (as security agent) referred to in the charges register. "

- 4.2 Subject to the terms of the Facility Agreement, the Lenders are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. The Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of the Property (including where subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.

5. **CONTINUATION**

- 5.1 The Original Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the Original Debenture and this deed shall be read and construed together.
- 5.2 This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.

6. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Chargor shall not create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Property except as permitted by and in accordance with the Facility Agreement.

7. **FINANCE DOCUMENT**

This document is hereby designated as a Finance Document.

8. **GOVERNING LAW AND JURISDICTION**

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligations arising out of or in connection with this deed) (a "**Dispute**").
- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this deed.

## **SCHEDULE**

### **The Property**

All that freehold land and buildings known as Gladman House, Alexandria Way, Congleton, CW12 1LB registered at the Land Registry under title number CH540863.

## SIGNATORIES

**Executed as a deed by GLADMAN DEVELOPMENTS LIMITED** acting by a director in the presence of:

Signature of director

JENNIFER WARBURTON

Name of director

signature  
of witness:

Name: JAMIE COOPER

Address: GLADMAN HOUSE, ALEXANDRIA WAY  
CONGELTON CW12 1LB

### Notice Details

Address: Gladman House, Alexandria Way, Congelton, CW12 1LB

Attention: Jennifer Warburton

### Security Agent

**Executed as a deed by LUCID TRUSTEE SERVICES LIMITED** acting by its authorised signatory:

Signature

Print name of Authorised Signatory

### Notice Details

Address: 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London, EC2M 5PG

Facsimile: +44 844 507 0035

Attention: Lucid Agency and Trustee Services Limited (deals@lucid-ats.com)