

MR01

Particulars of a charge



181165/13

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. If 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 will be scanned and placed on the public record

WEDNESDAY



A25 06/11/2013 #328

COMPANIES HOUSE

For official use

0036

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 0 0 4 9 9 3 3

Company name in full E H Booth & Co , Limited ✓

2 Charge creation date

Charge creation date 03 01 11 00 13 00 ✓

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 The Royal Bank of Scotland plc ✓

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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Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Freehold land lying on the north side of Liverpool Road, Longton, registered at the Land Registry with title number LA645333

Freehold land being The Mansion House, Liverpool Road, Longton, PR4 5NB, registered at the Land Registry with title number LA766417

Part of the freehold land hatched red on the plan entitled 'Plan' at schedule 2 of the Charge, being property at Liverpool Road, Longton, registered at the Land Registry with title number LAN26831

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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 *Addenau* X

✓

This form must be signed by a person with an interest in the charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **MEIKHJ/304919-3654**

Company name
Addleshaw Goddard LLP

Address **Sovereign House**

Sovereign Street

Post town **Leeds**

County/Region

Postcode

L	S	1		1	H	Q
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Country **United Kingdom**

DX **12004 Leeds**

Telephone **0113 209 2000**

**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. 49933

Charge code: 0004 9933 0036

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st October 2013 and created by E.H.BOOTH & CO., LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2013.

D+

Given at Companies House, Cardiff on 12th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 31 October 2013

E.H. BOOTH & CO., LIMITED
as Chargor

THE ROYAL BANK OF SCOTLAND PLC
as Security Trustee

SUPPLEMENTAL CHARGE BY WAY OF
LEGAL MORTGAGE

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

Addleshaw Goddard LLP

DATE 4. 11. 2013
ADDLESHAW GODDARD LLP

ADDLESHAW GODDARD

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This Deed is made on

31 October

2013

Between

- (1) E H Booth & Co , Limited (registered in England with number 49933) (**Chargor**), and
- (2) The Royal Bank of Scotland plc as security trustee for the Finance Parties (**Security Trustee**, which term shall include any person appointed as security trustee or as an additional security trustee in accordance with the terms of the Intercreditor Deed)

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed

Debenture means the debenture dated 7 September 2011 and made between the Chargor and the Security Trustee as security trustee for the Finance Parties

Facilities Agreement means the facilities agreement dated 7 September 2011 between, amongst others, the Chargor, The Royal Bank of Scotland plc and Lloyds TSB Bank plc as mandated lead arrangers, The Royal Bank of Scotland plc as agent, The Royal Bank of Scotland plc as security trustee, the financial institutions named therein as original lenders, National Westminster Bank Plc and Lloyds TSB Bank plc as original ancillary lenders and the financial institutions named therein as original hedge counterparties, as may be amended, novated, supplemented, extended or restated from time to time

Party means a party to this Deed

Property means the property described in schedule 1 (Property) to this Deed

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Debenture has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed
- (b) Clause 1.2 (Interpretation) of the Debenture is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Deed** (meaning the Debenture) shall be read as a reference to this Deed

1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999
- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it

1 4 Debenture

- (a) This deed is supplemental to the Debenture
- (b) On and from the date of this Deed, the Property shall be deemed to form part of the Secured Assets and the Secured Property for the purposes of the Debenture
- (c) Clauses 2 (Covenant to pay), 3 9 (Small company moratorium), 4 (Continuing security), 5 (Negative pledge), 6 (Restrictions on disposals), 7 (Further assurance), 10 (Undertakings), 11 (Power to remedy), 12 (Security power of attorney), 13 (Enforcement of security) and 14 (Receiver) to 31 (Enforcement) (inclusive) of the Debenture shall apply to this Deed, the Property and the realisation of the Security created under this Deed as if set out in this Deed in full but so that each reference in those clauses to **this Deed** (meaning the Debenture) shall be read as a reference to this Deed
- (d) The Debenture shall remain in full force and effect and all references in the Finance Documents to the Debenture shall be to the Debenture as amended and/or supplemented by this Deed

1 5 Incorporated terms

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2 Charging provisions**2 1 General**

All Security created by the Chargor under clauses 2 2 to 2 4 inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Trustee as security trustee for the Finance Parties

2 2 First legal mortgages

The Chargor charges by way of first legal mortgage the Property, and all Premises and Fixtures on the Property

2 3 Assignments

- (a) The Chargor assigns (subject to a proviso for reassignment on redemption and to the required consent of any third party being obtained)
 - (i) the Relevant Agreements relating to the Property and to which it is a party, and

(ii) the Relevant Policies relating to the Property

- (b) The Chargor shall remain liable to perform all its obligations under each Relevant Agreement to which it is a party and each Relevant Policy
- (c) Notwithstanding the other terms of this clause 2.3, prior to the occurrence of a Declared Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements

2.4 First fixed charges

The Chargor charges by way of first fixed charge to the extent that any legal mortgage in clause 2.2 or any assignment in clause 2.3 is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in those clauses

3 Land Registry

3.1 Application for restriction

- (a) The Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of the Property
- (b) The Chargor confirms that the Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003

3.2 Tacking and further advances

The Lenders are, subject to the terms of the Facilities Agreement, under an obligation to make further advances to the Borrowers and this security has been made for securing such further advances. The Security Trustee and the Chargor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title of the Property)

4 Notices of assignments and charges

4.1 Relevant Agreements

The Chargor shall comply with its obligations under clause 9.1 (Relevant Agreements) of the Debenture in respect of each Relevant Agreement (other than an Occupational Lease) assigned under clause 2.3 (Assignments) of this Deed

4.2 Insurance policies

The Chargor shall comply with its obligations under clause 9.2 (Insurance Policies) of the Debenture in respect of each Relevant Policy assigned under clause 2.3 (Assignments) of this Deed

5 Finance Document

This Deed is a Finance Document

6 Counterparts

This Deed and/or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed and/or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

7 Governing law

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.

This Deed has been executed as a deed and delivered on the date given at the beginning of this Deed.

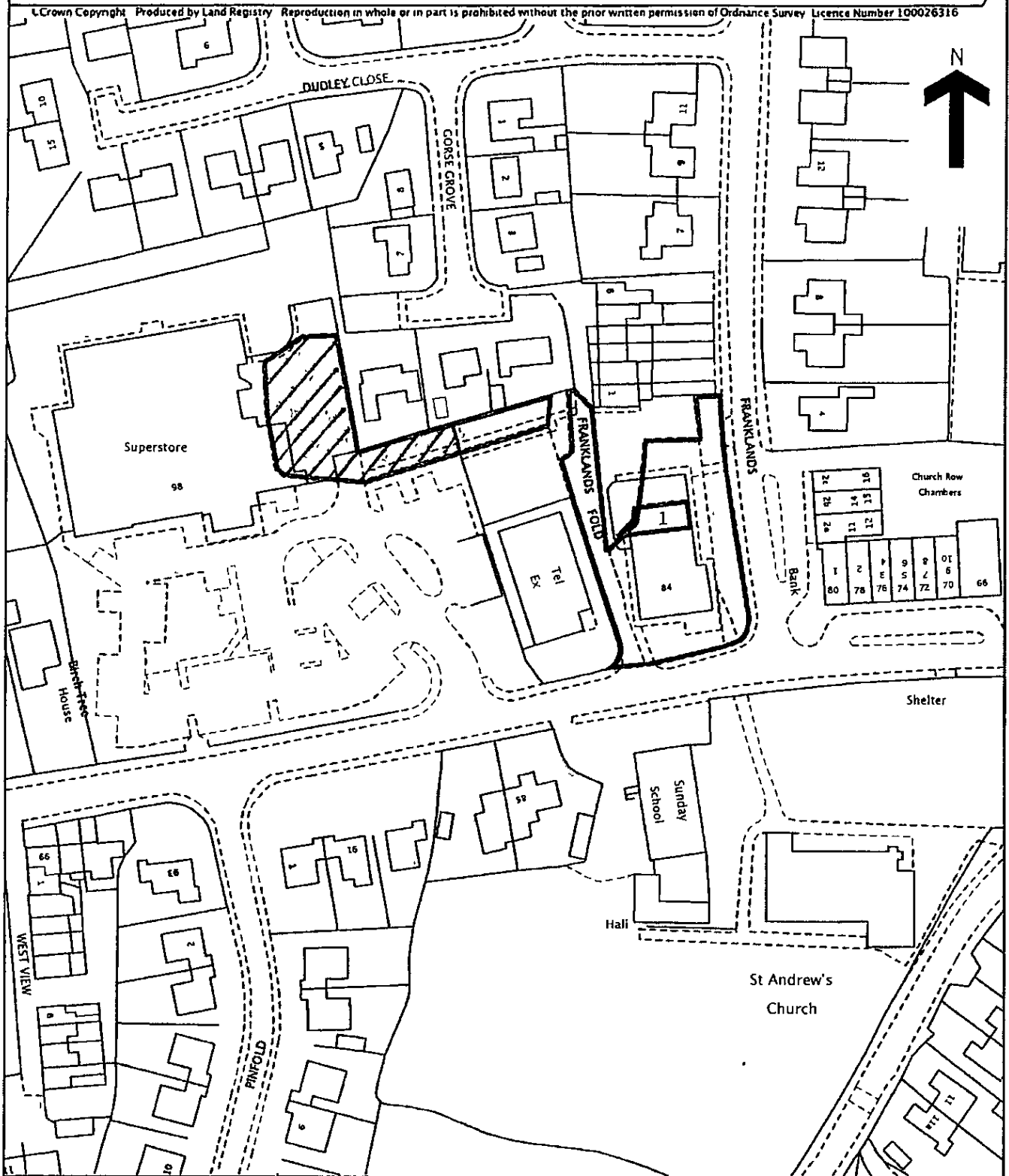
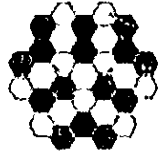
Schedule 1**Property****Registered Land**

Description	Title Number	
Freehold land lying on the north side of Liverpool Road, Longton	LA645333	
Freehold land being The Mansion House, Liverpool Road, Longton, PR4 5NB	LA766417	
Part of the freehold land hatched red on the plan entitled "Plan 3" at schedule 2 of this Deed being property at Liverpool Road, Longton	LAN26831	AG

PLAN

Land Registry
Official copy of
title plan

Title number **LAN26831**
Ordnance Survey map reference **SD4825NW**
Scale **1:1250**
Administrative area **Lancashire : South Ribble**



SIGNATORIES TO THE DEED

Chargor

Executed as a deed by

E.H. Booth & Co , Limited

acting by a director in the presence of

)

)

)

Director



Signature of witness

Name **J. A. FERGUSON**

Address **Perth**

Scotland

The Security Trustee

Executed as a deed by

The Royal Bank of Scotland plc

acting in its capacity as Security Trustee by its attorney

)

)

)

as attorney for **The Royal Bank of Scotland plc** acting in its capacity as Security Trustee

in the presence of

Signature of witness

Name

Address

SIGNATORIES TO THE DEED

Chargor

Executed as a deed by)
E.H. Booth & Co , Limited)
acting by a director in the presence of) Director

Signature of witness

Name

Address ..

.....

The Security Trustee

Executed as a deed by)
The Royal Bank of Scotland plc)
acting in its capacity as Security Trustee by its) as attorney for The Royal Bank of Scotland
attorney *Andrew N. Gormley* plc acting in its capacity as Security Trustee

in the presence of

Signature of witness

Name

LEE DENNITTICRUE

Address

Syndicated Loans Agency
The Royal Bank of Scotland plc
2 1/2 Devonshire Square
London
EC2M 4BA