



Registration of a Charge

Company name: **E.H. Booth & Co., Limited**

Company number: **00049933**



X62U6WHU

Received for Electronic Filing: **23/03/2017**

Details of Charge

Date of creation: **23/03/2017**

Charge code: **0004 9933 0038**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE FOR THE FINANCE PARTIES (SECURITY TRUSTEE)**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS THE SUPERMARKET PREMISES AT HALSTEAD LANE, BARROWFORD BB9 6HJ REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS LAN148039, LAN1715, LAN59657, LAN28304 AND LAN31299. FOR FURTHER DETAILS PLEASE REFER TO SCHEDULE 1 OF THE CHARGING INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 49933

Charge code: 0004 9933 0038

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2017 and created by E.H. Booth & Co., Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2017 .

Given at Companies House, Cardiff on 24th March 2017

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 23 March 2017

E. H. BOOTH & CO., LIMITED

THE ROYAL BANK OF SCOTLAND PLC
as Security Trustee

**SUPPLEMENTAL CHARGE
BY WAY OF LEGAL
MORTGAGE**

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This Deed is made on

23 March

2017

Between

- (1) **E.H. Booth & Co., Limited** (registered in England with number 00049933) (**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:

Agreement for Lease means an agreement to grant an Occupational Lease for all or part of the Property

Facilities Agreement means the facilities agreement dated 2 July 2015 between the Chargor as the company, the original borrower and the original guarantor, The Royal Bank of Scotland plc and HSBC Bank plc as mandated lead arrangers and bookrunners, the financial institutions listed in Part 1 of Schedule 1 thereto as original lenders, National Westminster Bank Plc and HSBC Bank plc as original ancillary lenders, the persons listed in Part 2 of Schedule 2 thereto as original hedge counterparties and The Royal Bank of Scotland plc as agent and security trustee (as amended and restated from time to time including by an amendment and restatement agreement between the same parties thereto on or about the date of this Deed)

Headlease means in relation to each of the properties described in the Schedule (Properties), the lease for a term of 999 years from its completion to be made on or around the date hereof between the Chargor and Capita Trust Company Limited

Lease Document means:

- (a) an Agreement for Lease
- (b) an Occupational Lease or
- (c) any other document designated as such by the Security Trustee and the Chargor

Occupational Lease means any lease or licence or other right of occupation or right to receive rent to which the Property may at any time be subject and includes any guarantee of a tenant's obligations under the same.

Party means a party to this Deed

Properties means each of the leasebacks of the whole of each property comprised in each Headlease for a term of 175 years from their completion and to be made on or around the date hereof between Capita Trust Company Limited and the Chargor immediately following the grant of the Headleases

Rental Income means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of a Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable
- (b) any sum received from any deposit held as security for performance of a tenant's obligations
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor
- (d) any other monies paid or payable in respect of occupation and/or usage of a Property and any fixture and fitting on a Property including any fixture or fitting on a Property for display or advertisement, on licence or otherwise
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement, waiver, extension or release of any Lease Document
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease Document
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease Document
- (i) any Tenant Contributions and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor

Security Agreement means the debenture dated 2 July 2015 and provided by the Chargor in favour of the Security Trustee

Tenant Contributions means any amount paid or payable to the Chargor by any tenant under a Lease Document or any other occupier of the Property, by way of:

- (a) contribution to:
 - (i) ground rent
 - (ii) insurance premia
 - (iii) the cost of an insurance valuation
 - (iv) a service or other charge in respect of the Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Property or
 - (v) a reserve or sinking fund or
- (b) VAT

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Security Agreement 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 Security Agreement 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 **Security Agreement**) 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 Security Agreement

- (a) This deed is supplemental to the Security Agreement.
- (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 Security Agreement.
- (c) Clauses 2 (Covenant to pay), 3.9 (Small company moratorium), 4 (Continuing security), 5 (Negative Pledge), 6 (Restrictions on disposals), 7 (Further assurance), 10.1(f) (Documents of Title), 12 (Security power of attorney), 13 (Enforcement of security) and 14 (Receiver) to 31 (Enforcement) (inclusive) of the Security Agreement 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 Security Agreement) shall be read as a reference to this Deed
- (d) The Security Agreement shall remain in full force and effect and all references in the Finance Documents to the Security Agreement shall be to the Security Agreement 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 Properties and all Fixtures on the Property.

2.3 Assignments

The Chargor assigns:

- (a) all Rental Income in respect of each Property, and all other sums, payable under any Occupational Lease affecting each Property and to which it is a party;
- (b) the Relevant Agreements relating to each Property and to which it is a party; and
- (c) the Relevant Policies relating to each Property.

The Chargor shall remain liable to perform all its obligations under each such Occupational Lease to which it is a party, each Relevant Agreement to which it is a party and each Relevant Policy.

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 that clause.

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 each Property.
- (b) The Chargor confirms that the Properties are 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 Chargor 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 each Property).

4 Notices of assignments and charges

4.1 Rental Income

- (a) The Chargor shall give notice in the form specified in Part 1 (Form of notice of assignment) of Schedule 2 to each tenant under each Occupational Lease that the Chargor has assigned to the Security Trustee all its right, title and interest in the Rental Income and other monies payable under that Occupational Lease.
- (b) The Chargor shall give the notices referred to in clause 4.1(a):
 - (i) in the case of an Occupational Lease subsisting at the date of this deed, on the date of this deed; and
 - (ii) in the case of an Occupational Lease coming into existence after the date of this deed, upon the Chargor entering into that Occupational Lease.
- (c) The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified Part 2 (Form of acknowledgment) of Schedule 2 within 5 Business Days of that notice being given.

4.2 Relevant Agreements

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

4.3 Insurance policies

The Chargor shall comply with its obligations under clause 10.4 (Insurance Policies) of the Security Agreement in respect of each Relevant Policy assigned under clause 2.3 (Assignments).

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**

Property description	Title Number(s)
Supermarket premises at Halstead Lane, Barrowford BB9 6HJ	LAN148039, LAN1715, LAN59657, LAN28304 & LAN31299
That part of the supermarket premises at Scotland Road, Carnforth, Lancashire as demised in a Lease dated the date hereof and made between (1) E.H. Booth & Company., Limited and (2) Capita Trust Company Limited	LA620045, LA945648 (part), LA929305, LAN104095 & LAN146418
Supermarket premises at Station Road, Clitheroe, Lancashire	LAN68093 & LAN73202
Supermarket premises at Sharoe Green Lane, Fulwood, Preston, Lancashire	LA405219 & LA389664
Supermarket premises at Dodgson Croft Road, Kirkby Lonsdale, Lancashire	CU144424, CU153446, CU158280, CU160341 & CU201027
Supermarket premises at Berry Lane, Longridge, Preston	LA968433 & LA728112
Supermarket premises at The Mansion House and land on the north side of Liverpool Road, Longton	LA766417, LA645333 & LAN26831
Supermarket premises at Land at Haven Road, Lytham	LA934649, LA784859, LA530004 & LAN71860
That part of the supermarket premises at Millbrook Way, Penwortham, Preston, Lancashire as demised in a Lease dated the date hereof and made between (1) E.H. Booth & Company., Limited and (2) Capita Trust Company Limited	LAN114704, LA547910 (part), LA526660
That part of the supermarket premises at Kirkgate, Settle, Yorkshire as demised in a Lease dated the date hereof and made between (1) E.H. Booth & Company., Limited and (2) Capita Trust Company Limited	NYK266447, NYK57190, NYK244069 (part) & NYK244073
Supermarket premises at Hala Road, Scotforth, Lancaster	LA888888
That part of the supermarket premises at Oubas Hill, Ulverston, Cumbria as demised in a Lease dated the date hereof and made between (1) E.H. Booth & Company., Limited and (2) Capita Trust Company Limited	CU81935 (part) & CU104434 (part)
Supermarket premises at Victoria Street, Windermere	CU224324

OR

Unregistered Land

None.

Schedule 2

Occupational Leases

Part 1 - (Form of notice of assignment)

To: ♦

Dated: ♦

Dear Sirs

The lease described in the attached schedule (the Lease)

We hereby notify you that we have assigned to The Royal Bank of Scotland plc (**Security Trustee**) as security trustee for itself and certain financial institutions all our right, title and interest in and to the Lease (including all rental income and other monies payable under the Lease).

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Trustee relating to the Lease; and
- 2 to pay all sums payable by you under the Lease directly to our account at:

Bank: ♦
Account number: ♦
Sort code: ♦

(the Rent Account)] or such other account as the Security Trustee may specify from time to time.

We remain liable to perform all our obligations [as landlord] under the Lease and the Security Trustee is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Trustee and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of
E. H. Booth & Co., Limited

The Schedule

[Description of Lease]

[Attach form of acknowledgment]

Part 2 - (Form of acknowledgment)

To: The Royal Bank of Scotland plc
[address]

To: E. H. Booth & Co., Limited (**Chargor**)
[address]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the enclosed is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a) we will not agree to any amendment, waiver or release of any provision of the Lease without the prior written consent of the Security Trustee;
- (b) we shall act in accordance with the Notice;
- (c) the Chargor will remain liable to perform all its obligations under the Lease and the Security Trustee is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Lease;
- (d) no breach or default on the part of the Chargor of any of the terms of such Lease will be deemed to have occurred unless we have given notice of such breach to the Security Trustee specifying how to make good such breach;
- (e) we have made all necessary arrangements for all future payments payable under such Lease to be made into the Rent Account;
- (f) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Lease in favour of any other person; and
- (g) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Lease.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of
[Tenant]

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 Fabian McNeilly

Address One St Peter's Square

Manchester, M2 3DE

The Security Trustee

Executed as a deed
 as duly authorised attorney
 for and on behalf of **The Royal Bank of
 Scotland plc** 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)
ANDREW J. GUTHRIE)
 as duly authorised attorney)
 for and on behalf of **The Royal Bank of**)
Scotland plc in the presence of)
 [REDACTED]

Signature of witness

Name *PAUL FLETCHER*

Address Syndicated Loans Agency
 The Royal Bank of Scotland plc
 250 Bishopsgate
 London
 EC2M 4AA