

MR01

Particulars of a charge

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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
must be scanned and placed on the public record



A05 04/01/2014 #120
COMPANIES HOUSE

SATURDAY

1 Company details

Company number 00057696

Company name in full Hall & Woodhouse Limited

116 For official use

Filing 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 01/08/2013

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 Barclays Bank 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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4	Description	<p>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</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>
Description	<p>(a) The freehold property known as Beach House, Westover, Milford on Sea, Lymington and registered at HM Land Registry under title number HP138687; ✓</p> <p>(b) The freehold property known as Ship and Shovell, 1 Craven Passage, Charing Cross, London and registered at HM Land Registry under title number NGL760674; ✓</p> <p>(c) The freehold property known as Griffin, 107 London Road, Warmley, Bristol and registered at HM Land Registry under title number AV235525; ✓</p> <p>(d) The freehold property known as Yachtsman, Lake Road, Hamworthy, Poole and registered at HM Land Registry under title number DT2379, and ✓</p> <p>(e) The freehold property known as White Horse Inn, Shaston Road, Stourpaine, Dorset DT11 8TA and registered at HM Land Registry under title number DT366074. ✓</p>		
5	Fixed charge or fixed security	<p>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</p> <p><input type="checkbox"/> Yes</p> <p>✓ <input checked="" type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p>✓ <input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>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</p> <p>✓ <input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

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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




× *Osborne Clarke*

×

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

MR01**Particulars of a 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	Hannah Vanstone (Ref 1006369/HWV)
Company name	Osborne Clarke
Address	
2 Temple Back East	
Temple Quay	
Post town	
Bristol	
County/Region	
Postcode	B S I 6 E G
Country	
DX 7818 Bristol	
Telephone	0117 917 4090
	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	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> 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	



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 57696

Charge code: 0005 7696 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2013 and created by HALL & WOODHOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2014.

Given at Companies House, Cardiff on 9th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

*I certify that, save for material redacted
pursuant to s.159 of the Companies
Act 2006, this copy instrument is
a correct copy of the original instrument.*
Osborne Clarke 03/01/2014

SUPPLEMENTAL DEBENTURE

dated 18 DECEMBER 2013

by way of supplement to a Debenture dated
8 March 2011 (as supplemented by a letter dated 5 April 2011)

HALL & WOODHOUSE LIMITED

and

BARCLAYS BANK PLC

as Security Agent

OSBORNE CLARKE

2 Temple Back East
Temple Quay
Bristol
BS1 6EG

HWV/1006369/19666643 4/HWV

This Supplemental Debenture is made as a deed on 18th December 2013

Between:

- OC
- (1) **Hall & Woodhouse Limited** (Company Number 00057696) whose registered office is at The Brewery, Blandford, St Mary, Dorset DT11 9LS (the "**Chargor**"), and
 - (2) **Barclays ^{Bank} Security Agent** PLC as agent and trustee for the Secured Parties (as defined in the Common Terms Agreement defined below) (the "**Security Agent**")

Background.

Since the date of the Debenture (as defined below), the Chargor has acquired the Additional Property and enters into this Supplemental Debenture to supplement the security granted by it pursuant to the Debenture

It is agreed as follows

1 Interpretation

- 1.1 In this Supplemental Debenture, terms which are defined in Clause 1 (*Definitions and interpretation*) of the Debenture and which are not otherwise expressly defined in this Supplemental Debenture shall have the meanings and shall be construed as provided in Clause 1 (*Definitions and Interpretation*) of the Debenture, save that by virtue of Clause 4 (*Security*) of the Debenture, references within the Debenture to "Scheduled Property" shall be construed so as to extend to and include the Additional Property
- 1.2 In this Supplemental Debenture the following expressions have the following meanings, unless the context otherwise requires

"Additional Property" means the following freehold property

Property	HM Land Registry Title Number
BEACH HOUSE Westover, Milford On Sea, Lymington	HP138687
SHIP AND SHOVELL 1 Craven Passage, Charing Cross, London	NGL760674
GRIFFIN 107 London Road, Warmley, Bristol	AV235525
YACHTSMAN Lake Road, Hamworthy, Poole	DT2379
WHITE HORSE INN Shaston Road, Stourpaine, Dorset DT11 8TA	DT366074

including, without limitation, all Fixtures on such property, all proceeds and rights of sale and insurance derived from such property and the benefit of all covenants to which the Chargor is entitled in respect of such property, all of which are now or at any time after the date of this Supplemental Debenture become the property of the Chargor

"Common Terms Agreement" means the common terms agreement dated 8 March 2011 made between, amongst others, the Chargor and the Security Agent as amended from time to time

"**Debenture**" means the debenture granted by the Chargor, amongst others, in favour of the Security Agent dated 8 March 2011 (as supplemented by a letter dated 5 April 2011) as continuing security for the Secured Liabilities

1 3 Construction

- (a) The provisions of Clause 1 2 of the Debenture shall apply to this Supplemental Debenture as if set out in full in this Supplemental Debenture
- (b) The Debenture shall continue and remain in full force and effect and this Supplemental Debenture shall be read and construed as one with the Debenture so that all references to "**this Debenture**" in the Debenture shall include reference to this Supplemental Debenture
- (c) Any reference in this Supplemental Debenture to a "**Chargor**" or to the "**Security Agent**" shall be construed so as to include its respective successors in title, permitted assignees or permitted transferees

1 4 Effect as a Deed

This Supplemental Debenture is intended to take effect as a deed notwithstanding that any party to this Supplemental Debenture may have executed it under hand only

1 5 Full title guarantee and implied covenants

All the security created or given under this Supplemental Debenture

- (a) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994,
- (b) is continuing security for the payment and discharge of the Secured Liabilities,
- (c) is created in favour of the Security Agent.

2 Covenant to pay

The Chargor irrevocably and unconditionally covenants with the Security Agent to pay to the Security Agent (as agent and trustee for the Secured Parties) or discharge on demand all the Secured Liabilities when the Secured Liabilities become due

3 Charging Clause

Supplemental to Clause 4 (Security) of the Debenture, the Chargor hereby charges, by way of first legal mortgage, the Additional Property and all Rights relating to the Additional Property ✓

4 Representations and warranties

The Chargor represents and warrants to the Security Agent as at the date of this Supplemental Debenture that all of the representations and warranties set out in Clause 11 (*Representations and warranties*) of the Debenture are true and accurate as if repeated on the date of this Supplemental Debenture with references to the facts and circumstances subsisting on that date

5 Third party rights

- 5 1 Unless expressly provided to the contrary in this Supplemental Debenture, a person who is not a party to it has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of this Supplemental Debenture

5 2 For the avoidance of doubt, the terms of this Supplemental Debenture are intended to be enforceable by each of the Secured Parties

6 Counterparts

This Supplemental Debenture may be executed in any number of counterparts, each of which is an original, and which together constitute one and the same document as if the signatures on the counterparts were on a single copy of this Supplemental Debenture

7 Incorporated provisions

7 1 The provisions of the Debenture shall apply to the Additional Property to the same extent that they apply to the Scheduled Property and they shall be deemed to be incorporated into this Supplemental Debenture, *mutatis mutandis*, as though set out in full in this Supplemental Debenture, subject to any necessary changes

7 2 Without prejudice to the generality of Clause 7 1 above, clauses 7 (*Further Assurance*), 15 (*Default*), 16 (*Statutory Power of Sale*), 18 (*Receiver*), 19 (*Protection of Third Parties*), 20 (*No Liability as Mortgagee in Possession*), 29 (*Release*) and 28 (*Assignment*) of the Debenture shall apply to this Supplemental Debenture *mutatis mutandis*, as though set out in full in this Supplemental Debenture, subject to any necessary changes

8 Governing law and jurisdiction

This Supplemental Debenture and any dispute, controversy, proceedings, claim or obligation of whatever nature arising out of or in any way relating to it, its subject matter or formation (whether contractual or non-contractual) is governed by and shall be construed in accordance with English law

IN WITNESS whereof this Supplemental Debenture has been entered into on the date appearing at the head of page 1 and has been duly executed as a deed by the Chargor and it is delivered by the Chargor as a deed on the date appearing at the head of page 1

Signatories to Supplemental Debenture

The Chargor

Executed and Delivered as a Deed
for and on behalf of
Hall & Woodhouse Limited
by a director
in the presence of

)
)
)
)
)



Director

JA SUTT

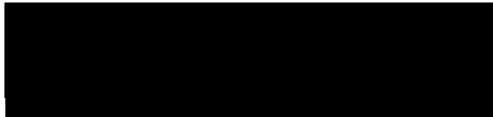
Signature of witness



Name

JA SUTT

Address



Occupation

DIRECTOR

The Security Agent

Signed
for and on behalf of
Barclays Bank PLC
by its duly authorised signatory
in the presence of

)
)
)
)
)

Name

Signature of witness

Name

Address

Occupation

The Chargor

)
)
)
)
)

Signature of witness

Name

Address

Occupation

[REDACTED]

Name _____

Chris Kerche

Signature of witness

Name**Address**

Occupation

TERESA McWILLIAMS

Vice President,