



Registration of a Charge

Company name: **Edward Billington and Son Limited**

Company number: **00059883**

Received for Electronic Filing: **29/09/2016**



X5GJ8KEG

Details of Charge

Date of creation: **20/09/2016**

Charge code: **0005 9883 0011**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: 59883

Charge code: 0005 9883 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th September 2016 and created by Edward Billington and Son Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th September 2016 .

Given at Companies House, Cardiff on 30th September 2016

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 *20 September* 2016

EDWARD BILLINGTON AND SON LIMITED
as Chargor

BARCLAYS BANK PLC
as Lender

SUPPLEMENTAL DEBENTURE

Contents

Clause	Page
1 Definitions and Interpretation	1
2 Charging provisions	2
3 Notices of assignments and charges	2
4 Finance Document	2
5 Supplemental Debenture	3
6 Third Party Rights.....	3
7 Counterparts.....	3
8 Governing law	3
 Schedule	
Part 1 - Additional Relevant Contract.....	4
Part 2 - Additional Charged Securities	4

This Deed is made on

20 September

2016

Between

- (1) **Edward Billington and Son Limited** (registered in England and Wales with number 00059883) (**Chargor**); and
- (2) **Barclays Bank PLC** (**Lender**).

BACKGROUND:

- A The Chargor is a party to the Debenture (as defined below) under which it granted security over all its present and future assets as security for the Secured Obligations (as defined in the Debenture).
- B The Chargor enters into this Deed in order to more effectively perfect the security created by the Debenture over the Additional Relevant Contract and the Additional Charged Securities (as defined below).

It is agreed

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Additional Relevant Contract means the agreement specified in part 1 of schedule 1 (Additional Relevant Contract) to this Deed together with each other agreement supplementing or amending or novating or replacing the same

Additional Charged Securities means the securities specified in part 2 of schedule 1 (Additional Charged Securities) to this Deed

Debenture means the debenture dated 31 January 2014 and made between, amongst others, the Chargor and the Lender

1.2 Interpretation

- (a) Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Deed (unless otherwise defined in this Deed).
- (b) Clause 1.2 (Interpretation) of the Debenture applies with any necessary changes to this Deed as if it were set out in full in this Deed.

1.3 Incorporated provisions

- (a) The provisions of the Debenture apply in relation to the Additional Relevant Contract and the Additional Charged Securities to the extent that the same apply to the Relevant Contracts and the Charged Securities in the Debenture and (so far as necessary to make them apply to and be enforceable in relation to the Additional Relevant Contract and the Additional Charged Securities) they shall be deemed to be incorporated into this Deed, *mutatis mutandis*, as though set out in full herein.

- (b) All references in the Debenture to the "Security Assets" include the Additional Relevant Contract, the Additional Charged Securities and the other assets charged by this Deed, and to "this Security" includes the Security created by or pursuant to this Deed.
- (c) All provisions of the Debenture relating to the "Security Assets" (including, without limitation, obligations of the Chargor and rights of enforcement) apply respectively to the Additional Relevant Contract, the Additional Charged Securities and the other assets charged by this Deed and to the Security created by this Deed.

2 Charging provisions

2.1 General

All Security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Lender;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

2.2 Assignments

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to the Additional Relevant Contract, all rights and remedies in connection with the Additional Relevant Contract and all proceeds and claims arising from it;

2.3 First fixed charges

The Chargor charges and agrees to charge, by way of first fixed charge, all of its present and future right, title and interest in and to:

- (a) the Additional Charged Securities together with all Related Rights from time to time accruing to those Additional Charged Securities; and
- (b) to the extent that the Additional Relevant Contract is not effectively assigned under clause 2.1(a) (Assignments), the Additional Relevant Contract.

3 Notices of assignments and charges

Immediately upon execution of this Deed, the Chargor shall, in respect of the Additional Relevant Contract, deliver a duly completed notice of assignment to each other party to that Additional Relevant Contract, and procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 5 (Form of notice to and acknowledgement by party to Relevant Contract) to the Debenture.

4 Finance Document

This Deed is a Finance Document.

5 Supplemental Debenture

- (a) This Deed is supplemental to the Debenture
- (b) From the date of this Deed the provisions of the Debenture and of this Deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in this Deed.
- (c) For the avoidance of doubt, the provisions of the Debenture and the other Finance Documents (except as amended by this Deed) continue to apply and remain in full force and effect.

6 Third Party Rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

7 Counterparts

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 by e-mail attachment or telecopy shall be an effective mode of delivery.

8 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

Executed as a deed by the parties or their duly authorised representatives on the date of this Deed.

Schedule 1

Part 1 - Additional Relevant Contract

Date of Additional Relevant Contract	Parties	Details of the Additional Relevant Contract
On or around the date of this Deed	(1) Simon Paul Dunkley (2) Lucy Ann Dunkley (3) Stephen John Foster (4) Claire Margaret Foster (5) Mark Ryan (6) Mark Andrew Beeston (7) Robert Durkin (8) Edward Billington and Son Limited	Agreement for the sale and purchase of the entire share capital of Dunkleys Limited

Part 2 - Additional Charged Securities

Name of company in which shares are held	Class of shares held	Number of shares held
Dunkleys Limited	A Ordinary shares of £1 each	9600
Dunkleys Limited	B Ordinary shares of £1 each	3900
Dunkleys Limited	C Ordinary shares of £1 each	600
Dunkleys Limited	D Ordinary shares of £1 each	100
Dunkleys Limited	F Ordinary shares of £1 each	2367
Dunkleys Limited	G Ordinary shares of £1 each	2367
Dunkleys Limited	H Ordinary shares of £1 each	1600

EXECUTION PAGES TO THE DEED

Chargor

Executed as a deed by)
Edward Billington and Son Limited)
 acting by a director in the presence of) Director

Signature of witness

Name Richard Capper

Address Hill Dickinson

Liverpool

Lender

Signed as a deed by

as attorney for and on behalf of
Barclays Bank PLC
 in the presence of

(attorney's signature)

Signature of witness

Name

Address

EXECUTION PAGES TO THE DEED

Chargor

Executed as a deed by)
Edward Billington and Son Limited)
acting by a director in the presence of) Director

.....
Signature of witness


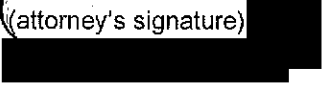
Name


Address

Lender

Signed as a deed by **PAUL DEVENPORT**

as attorney for and on behalf of
Barclays Bank PLC
in the presence of


(attorney's signature)



.....
Signature of witness

Name **Andrew Nuthall**

Address **1st Floor, 3 Hardman Street,**
Manchester, M3 3HF