



Registration of a Charge

Company Name: **BLAKEMORE PROPERTY LTD**

Company Number: **01393723**



Received for filing in Electronic Format on the: **05/05/2021**

XA3UKS7T

Details of Charge

Date of creation: **23/04/2021**

Charge code: **0139 3723 0015**

Persons entitled: **HSBC CORPORATE TRUSTEE (UK) COMPANY AS SECURITY TRUSTEE**

Brief description: **LAND KNOWN AS TALBOT GREEN DEPOT, LANELAY ROAD, PONTYCLUN CF72 8XX, REGISTERED UNDER TITLE NUMBERS CYM219156, WA271072, WA431827, WA496294 AND WA636809. FOR FURTHER DETAILS OF ALL PROPERTY CHARGED PLEASE SEE THE LAND LISTED IN SCHEDULE 1 OF THE DEED.**

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:

LISA BOYLE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1393723

Charge code: 0139 3723 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd April 2021 and created by BLAKEMORE PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th May 2021 .

Given at Companies House, Cardiff on 6th May 2021

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 April 2021

- (1) A.F.BLAKEMORE AND SON LIMITED and BLAKEMORE PROPERTY LTD as Original Chargors
- (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as Security Trustee
-

Supplemental Mortgage

Supplemental mortgage in connection with a debenture dated 24 April 2020

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

Eversheds Sutherland (International) LLP

Date: 26 April 2021

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

This Supplemental Mortgage is made on 23 April 2021 between:

- (1) **A.F.BLAKEMORE AND SON LIMITED** a company incorporated in England and Wales with registered number 00391135 whose registered address is Long Acres Ind Est, Rosehill, Willenhall, West Midlands, WV13 2JP (the "**Parent**");
- (2) **BLAKEMORE PROPERTY LTD** a company incorporated in England and Wales with registered number 01393723 whose registered address is Long Acres Ind Est, Rosehill, Willenhall, West Midlands, WV13 2JP (together with the Parent, the "**Original Chargors**");
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security trustee for the Secured Parties appointed under the Intercreditor Agreement (the "**Security Trustee**")

1. INTERPRETATION

1.1 Definitions

In this Supplemental Mortgage:

"**Charged Account**" means each account listed in Part III of Schedule 1 (*Details of Secured Property*).

"**Debtors**" has the meaning given to that term in the Intercreditor Agreement.

"**Debt Documents**" means each of the Intercreditor Agreement, the Hedging Agreements, the Senior Finance Agreements, the Security Documents (as each such term is defined in the Intercreditor Agreement) and any other document designated as such by the Security Trustee and the Parent.

"**Facility Agreement**" means the facilities agreement originally dated 18 March 2011, between amongst others (1) the Parent (2) the subsidiaries of the Parent listed in part I schedule 1 thereto as the Original Borrowers (3) the subsidiaries of the Parent listed in part I schedule 1 therein as the Original Guarantors (4) HSBC UK Bank Plc, The Governor and Company of the Bank of Ireland and Barclays Bank PLC as the Arrangers (5) the financial institutions listed in part II of schedule 1 therein as the Original Lenders (6) HSBC Bank Plc as the Agent and (7) HSBC Corporate Trustee Company (UK) Limited as the Security Trustee, as amended and restated, pursuant to a deed of amendment and restatement dated 7 March 2014, as amended pursuant to a consent and amendment letter dated 6 July 2015, as amended and restated pursuant to a deed of amendment and restatement dated 31 August 2016 and as amended pursuant to amendment agreements dated 31 July 2017, 30 July 2018, 17 December 2018, 25 April 2019 and 31 July 2019 and as further amended by a deed of amendment and restatement dated 24 April 2020 and as further amended and restated on or about the date of this Deed.

"**Intercreditor Agreement**" means the intercreditor agreement dated 24 April 2020 and made between, among others, the Parent, the Debtors, Harriet Holdings Limited as Junior Creditor, the Intra-Group Lenders and the Finance Parties as amended and restated from time to time.

"**Intra-Group Lenders**" has the meaning given to that term in the Intercreditor Agreement.

"**Mortgaged Property**" means the Real Property listed in Part I of Schedule 1 (*Details of Secured Property*).

"**Secured Obligations**" means all present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under any of the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"**Secured Party**" means the Senior Creditors, the Security Trustee, any Receiver or Delegate."

"Secured Property" means the assets of the Original Chargors which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Mortgage.

"Security Agreement" means a debenture dated 24 April 2020 between the Original Chargors and the Security Trustee.

1.2 Construction

In this Supplemental Mortgage:

- 1.2.1 unless a contrary indication appears, terms defined in the Facility Agreement and the Security Agreement have the same meaning in this Supplemental Mortgage;
- 1.2.2 the provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:
 - 1.2.2.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and
 - 1.2.2.2 references to the Real Property listed in Part I of Schedule 2 (*Details of Charged Property*) to the Security Agreement shall be construed as references to Schedule 1 to this Supplemental Mortgage; and
- 1.2.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage.

1.3 Incorporation of other terms

The terms of the other Finance Documents and of any side letters between any of the parties to this Supplemental Mortgage are incorporated into this Supplemental Mortgage to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third party rights

- 1.4.1 Unless expressly provided to the contrary in this Supplemental Mortgage, a person who is not a party to this Supplemental Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Mortgage.
- 1.4.2 Notwithstanding any term of this Supplemental Mortgage, the consent of any person who is not a party to this Supplemental Mortgage is not required to rescind or vary this Supplemental Mortgage at any time.

2. COVENANT TO PAY

Each Original Chargor, as principal debtor and not just as surety, covenants with the Security Trustee to pay or discharge the Secured Obligations in the manner provided for in the Debt Documents.

3. GRANT OF SECURITY

3.1 Mortgage

Each Original Chargor charges by way of first legal mortgage the Mortgaged Property described opposite its name in Schedule 1 (*Details of Secured Property*).

3.2 **Fixed charges**

Each Original Chargor charges by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property described opposite its name in Schedule 1 (Details of Secured Property);
- 3.2.2 all its plant and machinery situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*);
- 3.2.3 (save to the extent assigned under Clause 3.3 (*Assignment*)), all Associated Benefits relating to any of the Secured Property;
- 3.2.4 all its:
 - 3.2.4.1 Charged Accounts; and
 - 3.2.4.2 other accounts,

in each case maintained with a Secured Party and all monies (including interest) at any time standing to the creditor of such account.

3.3 **Assignment**

Each Original Chargor assigns by way of security:

- 3.3.1 all its accounts maintained with any bank, financial institution or other person (other than a Secured Party) and all monies (including interest) at any time standing to the credit of such account; and
 - 3.3.2 the Insurances listed in Part II of Schedule 1 (*Details of Secured Property*);
- together with all Associated Benefits relating to the Secured Property.

4. **INCORPORATION OF PROVISIONS**

The terms of the Security Agreement apply to the Mortgaged Property to the extent that they apply to the Real Property listed in Part I of Schedule 2 (*Details of Charged Property*) of the Security Agreement and will be deemed to be incorporated into this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

- 4.1.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and
- 4.1.2 references to the Real Property listed in Part I of Schedule 2 (*Details of Charged Property*) to the Security Agreement shall be construed as references to Schedule 1 to this Supplemental Mortgage.

5. **RESTRICTION**

Each Original Chargor shall ensure that a restriction in the following terms is entered on the register of title of the Mortgaged Property at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF THIS SUPPLEMENTAL MORTGAGE] in favour of HSBC Corporate Trustee Company (UK) Limited referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. Each Original Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

6. **AMENDMENT TO SECURITY AGREEMENT**

6.1 With effect from the date of this Supplemental Mortgage, the Parties agree that the Security Agreement shall be amended as follows:

6.1.1 the definition of "Secured Party" in Clause 1.1 (*Definitions*) of the Security Agreement shall be deleted in its entirety and replaced with the following:

""**Secured Party**" means the Senior Creditors, the Security Trustee, any Receiver or Delegate."

7. **CONTINUATION**

7.1 Except as supplemented and amended by this Supplemental Mortgage, the Security Agreement will remain in full force and effect.

7.2 On and from the date of this Supplemental Mortgage:

7.2.1 this Supplemental Mortgage and the Security Agreement shall be read and construed as one document and, in particular, the definition of "Secured Property" in the Security Agreement shall include the Secured Property and the definition of "Secured Party" shall be amended as set out in Clause 6 (*Amendment*) above; and

7.2.2 each Original Chargor acknowledges that references to a "Security Agreement" in the Facility Agreement are references to the Security Agreement as supplemented by this Supplemental Mortgage.

8. **COUNTERPARTS**

This Supplemental Mortgage may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Supplemental Mortgage.

9. **GOVERNING LAW**

This Supplemental Mortgage and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

10. **JURISDICTION**

10.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

10.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Mortgage may argue to the contrary.

10.3 This Clause 10 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Supplemental Mortgage is executed as a deed and delivered on the date stated at the beginning of this Supplemental Mortgage.

SCHEDULE 1**Details of Secured Property****Part I – Mortgaged Property**

| Property Address | Post Code | Title Number(s) |
|---|------------------|--|
| Talbot Green Depot, Lanelay Road, Pontyclun | CF72 8XX | CYM219156, WA271072, WA431827, WA496294 and WA636809 |
| Hastings Depot, 1-9 Ivy House Lane, Hastings | TN35 4NN | HT22954 |
| Hilton Cross Business Park, Cannock Road, Staffordshire | WV10 7QZ | SF537723 |
| 67 Green Arbour Road, Thurcroft, Rotherham | S66 9DD | SYK54020 |
| Dolgellau Eurospar, Bala Rd, Dolgellau | LL40 2YF | WA602950 |
| Maerdy Road (former Maerdy Hotel), Ferndale, Rhondda Cynon Taff | CF43 4BA | CYM198672 and WA629513 |
| Willenhall Lorry Park, Trailer Park, Westacre, Willenhall Trading Estate, Willenhall | WV13 2JP | WM582019 |
| 7 Chester Road, Oakenholt, Flint, Flintshire | CH6 5DZ | CYM460959 |
| Garage and Filling Station, Church Street, Bishops Castle, Shropshire | SY9 5AA | SL132037 |
| 2-4 Mill Green, Warboys, Huntingdon | PE28 2SA | CB347410 |
| Ecclestone Bakery, 13 High Street, Wrexham | LL11 3SA | CYM549252 |
| 7, 9 and 20A Westgate Street, Blakeney | NR25 7NQ | NK302203 |
| 26-28 Sandygate Road, Sheffield | S10 5HN | SYK318905 |
| Grantham Road, Sleaford | NG34 7NB | LL144116 |

| Property Address | Post Code | Title Number(s) |
|--|-----------|----------------------|
| 59 Rhosddu Road, Wrexham | LL11 2NW | WA764402 |
| Land and buildings on the East side of Station Road, Docking | PE13 8LS | NK87258 |
| Spar Stores and Castle House, Blueboar Square, St Clears, Carmarthen | SA33 4AA | WA516441 |
| 172 and 174 Burgh Road, Skegness | PE25 2RW | LL61246 and LL50095 |
| Llanberis, Town Road, Tetney, Grimsby | DN35 5JE | LL129928 |
| 143 Long Lane, Upton, Cheshire | CH2 1JF | CH328415 |
| 66 and 68 The Highway, New Inn, Gwent | NP4 0PL | WA829570 |
| 195 and 197 Cardiff Road, Newport | NP9 3BP | WA636682 and WA93730 |
| 93 and 95 High Street, Porthmadog | LL49 9EU | WA577496 |
| Coventry Road, Market Harborough | LE16 9BX | LT328194 |
| 26 High Street, Prestatyn | LL19 9BB | CYM66771 |
| 14 and 16 Ewenny Road, Bridgend | CF31 3HP | CYM218378 |
| 3 Elmtton Road, Worksop | S80 4HD | DY97330 and DY379731 |
| 55 Station Road, Queensferry | CH5 1SU | WA654584 |
| 67 High Street, Much Wenlock | TF13 6AE | SL55471 |
| Castle Hotel, High Street, Llanberis | LL55 4SU | WA601505 |
| 7 Stafford Street, Brewood | ST19 9EH | SF311397 |
| 2 and 3 Caernarvon Court, Cheltenham | GL51 3JA | GR40513 |
| 16 Church Street, Wrexham | LL14 5HA | CYM394532 |

| Property Address | Post Code | Title Number(s) |
|---|-----------|------------------------|
| 43-45 High Street, Chipping Sodbury | BS37 6BA | GR299535 |
| 210 Winsover Road, Spalding | PE11 1HQ | LL118326 |
| New Market Square, Dorvil Road, Blaenau, Ffestiniog | LL41 3HW | WA743854 |
| 52-56 Vicars Cross, Chester | CH3 5LB | CH273601 |
| 63 and 65 North Road, Cardigan | SA43 1LS | CYM191241 and WA501418 |
| 38 and 39 Longbridge Street, Llanidloes, Powys | SY18 6EF | WA632798 |
| 64 Twydall Green, Gillingham | ME8 6XJ | K945196 |
| 37 Colwyn Avenue, Colwyn Bay, Rhos-on- Sea | LL28 4RB | CYM184109 |
| Post Office and Stores, Towyn Road, Towyn, Abergele | LL22 9HE | WA594450 |
| Darlaston Car Park, Steelmans Road, Darlaston | | WM945677 |
| 10 Harford Square, Lampeter | SA48 7DX | CYM513510 |
| 2, 3, 4 and 6 Llanfabon Drive, Trethomas | CF83 8GZ | WA656825 and WA661803 |
| 5 Church View, Bodelwyddan | LL18 5TF | CYM7140 and WA416644 |
| 2 Norwich Road, Lingwood | NR13 4BH | NK261559 |
| 26 Castle Street, Hay on Wye, Hereford | HR3 5DF | CYM514527 |
| 54 and 56 High Street, Clydach | SA6 5LN | WA47582 |
| 35 Welsh Road, Garden City, Deeside, Flintshire | CH5 2HU | WA632578 and WA582202 |
| 46-48 Church Road, Ton Pentre, Rhondda | CF41 7EH | CYM259833 |

| Property Address | Post Code | Title Number(s) |
|---|-----------|------------------------|
| Ogwen Terrace, Bethesda, Bangor | LL57 3AR | WA865015 |
| 52 and 53 High Street, Gorseinon | SA4 4BR | WA495506 |
| 1-3 Castle Street, Loughor | SA4 6TU | WA563375 |
| 86 High Street, Porth | CF39 8PL | WA262157 |
| Trusthorpe Road, Sutton on Sea | LN12 2ET | LL253382 |
| Barningham Village Stores and Post Office, 1 Church Road, Barningham | IP31 1DD | SK173968 |
| Spar Stores, Lon Goch, Madyn Rd, Amlwch | LL68 9DL | WA635279 |
| Spar Store, Plas Yn Dre Street, Dolgellau | LL40 1BB | WA856699 |
| 202 and 204 Bocking Lane, Sheffield | S6 6AE | SYK442196 |
| 1 Pritchard Street Tonyrefail | CF39 8AB | WA401885 |
| 7 North Street, Crowland | PE6 0EG | LL103422 |
| Co-operative Retail Stores, 1 Fontygary Road, Rhoose | CF62 3DR | WA449979 and CYM208315 |
| 8-10 Strelley Road, Aspley | NG8 3AP | NT393686 |
| 15 High Street, Conwy | LL32 8DE | CYM467455 |
| Coed Mawr, Village Road, Llanfeirfechan | LL33 0AA | WA741086 |
| Spar Stores, Old Plant Road, Newbridge, Newport | NP11 5BX | WA374798 |
| Howe Lane, Goxhill, Barrow-upon-Humber | DN19 7JD | HS136686 |
| 85 Earlsgate, Winterton, Scunthorpe | DN15 9SS | HS156640 |
| 32/34 High Street, Lydd, Kent | TN29 9AJ | K532231 |

Part II – Insurances

| Brief description of policy, including policy number | Date of policy | Insurance company or underwriter (including address for service of notices) |
|--|----------------|---|
| [] | [] | [] |
| [] | [] | [] |

Part III
Bank accounts

| Name of Chargor | Original | Name or designation of bank account | Account Details | Name of institution and branch at which account held |
|-----------------|----------|-------------------------------------|-----------------|--|
|-----------------|----------|-------------------------------------|-----------------|--|

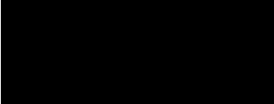

EXECUTION of SUPPLEMENTAL MORTGAGE

The Original Chargors

Executed as a deed by **A.F.BLAKEMORE**
AND SON LIMITED acting two directors

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Director

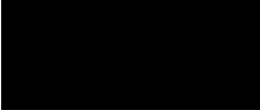

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Director

Executed as a deed by **BLAKEMORE**
PROPERTY LTD acting by two directors

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Director

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Director

The Security Trustee

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By:

