



Registration of a Charge

Company name: **Gorgemead Limited**

Company number: **01425062**

Received for Electronic Filing: **04/09/2017**



X6EA4KNV

Details of Charge

Date of creation: **31/08/2017**

Charge code: **0142 5062 0054**

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

Brief description: **THE PROPERTY KNOWN AS 7 MARKET PLACE, RAMSBOTTOM, BURY, BL0 9AJ REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER GM85713. FOR MORE DETAILS OF PROPERTY PLEASE SEE THE SCHEDULE OF THE SUPPLEMENTAL CHARGE.**

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: 1425062

Charge code: 0142 5062 0054

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st August 2017 and created by Gorgemead Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th September 2017 .

Given at Companies House, Cardiff on 6th September 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 31 August 2017

GORGEMEAD LIMITED
as Chargor

THE ROYAL BANK OF SCOTLAND PLC
as Security Agent

SUPPLEMENTAL CHARGE
BY WAY OF LEGAL
MORTGAGE

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This Deed is made on

31 August

2017

Between

- (1) **Gorgemead Limited** (registered in England with number 01425062) (**Chargor**); and
- (2) **The Royal Bank of Scotland plc** (registered in England with number SC090312) as security agent for the Finance Parties (**Security Agent**, which term shall include any person appointed as security agent or as an additional security agent in accordance with the terms of the Facilities Agreement).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Borrower means the Chargor

Company means Asan Holdings Limited (registered in Jersey with number 105997)

Facilities Agreement means the facilities agreement dated 9 March 2017 between the Company as parent, the Chargor as borrower, the Company and certain of its subsidiaries (including Marsh (Bolton) Limited) as guarantors, Lloyds Bank plc and The Royal Bank of Scotland plc as Arrangers and Original Lenders and The Royal Bank of Scotland plc as Agent and Security Agent under which the Lenders agree to make available to the Borrower the facilities

Party means a party to this Deed

Property means the property described in the Schedule (Property)

Security Agreement means the security agreement dated 9 March 2017 and provided by, amongst others, the Chargor in favour of the Security Agent

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), 12 (Security power of attorney), 13 (Enforcement of security) and 14 (Receiver) to 32 (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;
- (d) granted in favour of the Security Agent as security agent for the Finance Parties; and
- (e) granted pursuant to clause 7 (Further assurance) of the Security Agreement.

2.2 First legal mortgages

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

2.3 Assignments

The Chargor assigns:

- (a) the Relevant Agreements relating to the Property and to which it is a party; and
- (b) the Relevant Policies relating to the 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 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 Agent 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 Security Agreement in respect of each Relevant Agreement (other than an Occupational Lease) assigned under clause 2.3 (**Assignments**).

4.2 Insurance policies

The Chargor shall comply with its obligations under clause 9.2 (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 signed on behalf of the Security Agent and executed as a deed by the Chargor and is delivered on the date given at the beginning of this Deed.

The Schedule**Property****Registered Land**

Country and District (or Address or Description London Borough)	Title Number
7 Market Place, Ramsbottom, Bury (BL0 9AJ)	GM85713
49 Thicketford Road, Bolton (BL2 2LS)	GM15112
385 Eaton Road, West Derby, Liverpool (L12 2AJ)	MS283542
395 Tonge Moore Road, Bolton (BL2 2JS)	GM137560

SIGNATORIES TO THE DEED

Chargor

Executed as a deed by

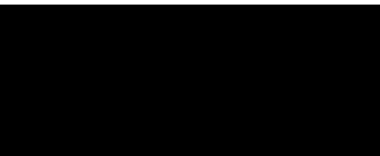
Gorgemead Limited

acting by a director in the presence of

)

)

)



Director

Signature of witness

Name BARRIE MILLS

Address LYNSTOCK HOOD LYNSTOCK WAY

LOSTOCK BOLTON BL6 4SA

The Security Agent

The Royal Bank of Scotland plc

By:

SIGNATORIES TO THE DEED

Chargor

Executed as a deed by)
Gorgemead Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name

Address

.....

The Security Agent

The Royal Bank of Scotland plc

By: 