

MR01

Particulars of a charge

Laserform

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 the
instrument Use form MR08

For further information, please



A3D4J50M
A16 29/07/2014 #349
COMPANIES HOUSE
A3CCDT2I
A21 17/07/2014 #62
COMPANIES HOUSE

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 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. It must be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 8 6 5 3 7 3 1
Company name in full Booth Brothers Energy Limited ✓

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 d1 d4 m0 m7 y2 y0 y1 y4 ✓

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 Fern Trading Limited ✓

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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

✓ Leasehold land at Smeathalls Farm, Birkin,
Knottingley WF11 9LZ - title number NYK412813

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

✓ ☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

✓ ☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

✓ ☒ Yes

☐ No

8

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

X *Borges Salinas CEO* X

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

MR01

Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Charlotte Dutton**Company name **Burges Salmon**Address **One Glass Wharf**Post town **Bristol**

County/Region

Postcode **B S 2 0 Z X**

Country

DX **7829 Bristol**Telephone **0117 939 2000****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:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8653731

Charge code: 0865 3731 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th July 2014 and created by BOOTH BROTHERS ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th July 2014.

DX

Given at Companies House, Cardiff on 5th August 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 14TH JULY 2014

We certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy of the instrument is a correct copy of the original instrument.

Signed *[Signature]* (CD) Burges Salmon LLP
Date 25/07/14
Solicitor's Reference CD08

SUPPLEMENTAL DEBENTURE

WINNIPEG HEAT LIMITED	(1)
CASPIAN HEAT LIMITED	(2)
BOOTH BROTHERS ENERGY LIMITED	(3)
(together, the Chargors)	
 FERN TRADING LIMITED (as Security Trustee)	 (4)

CONTENTS

Clause	Heading	Page
1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY	2
3	CHARGES	2
4	REGISTRATION ISSUES	2
5	INCORPORATION	3
6	DESIGNATION	3
7	COUNTERPARTS	4
8	THIRD PARTIES	4
9	LAW	4
	Schedule 1 - The Additional Property	5

THIS DEED is dated 14TH JULY

2014 and made

BETWEEN

- (1) **WINNIPEG HEAT LIMITED** (Registered number 07971262)
- (2) **CASPIAN HEAT LIMITED** (Registered number 07971255)
- (3) **BOOTH BROTHERS ENERGY LIMITED** (Registered number 8653731)

together the **Chargors**, and

- (4) **FERN TRADING LIMITED** as agent and security trustee for the other Secured Parties (the **Security Trustee**)

BACKGROUND

- (A) The Chargors and the Security Trustee are party to the debenture dated 15 January 2014 and made between the Chargors and the Security Trustee (the "**Debenture**")
- (B) This Deed is supplemental to the Debenture and it is intended that it takes effect as a deed notwithstanding that the Security Trustee may have executed it under hand only
- (C) The Company is obliged by the Debenture to mortgage, charge and/or assign the additional property to the Security Trustee in the terms set out below

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

"**Additional Property**" means the property details of which are set out in Schedule 1 (*Additional Property*) (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in the future on it and all easements, access-rights, rights of way, wayleaves and rights attaching to it and in each case each and every part of it

1.2 Definitions and interpretation in Debenture

The terms of clause 1 (*Definitions and Interpretation*) of the Debenture shall apply in this Deed with all necessary modifications and as if they were set out in full in this Deed

2 COVENANT TO PAY

2.1 Covenant to pay

The terms of clause 2 (*Covenant to Pay*) of the Debenture shall apply in this Deed with all necessary modifications and as if they were set out in full in this Deed

3 CHARGES

The Chargors with full title guarantee hereby charge to the Security Trustee (for the benefit of and as trustee for itself and each of the other Secured Parties), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets from time to time owned by it or in which it may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof)

3.1 Mortgage

By way of first legal mortgage, the Additional Property

3.2 Assignment

By way of absolute assignment, the assets referred to in clause 4.3 (*Assignment*) of the Debenture to the extent that they relate to the Additional Property

3.3 Fixed Charge

To the extent that they are not subject to a mortgage pursuant to clause 3.1 or an assignment pursuant to clause 3.2, by way of first fixed charge, the assets referred to in clause 4.2 (*Fixed Charge*) of the Debenture to the extent that they relate to the Additional Property

4 REGISTRATION ISSUES

4.1 Notice of charge

The Chargors hereby consent to the registration of the following restriction against the Additional Property and all its present and future registered titles (whether or not specified in this Deed) and against any title to any of its unregistered property of which is or ought to be the subject of a first registration of title at the Land Registry at the date of this Deed

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its solicitor"

5 INCORPORATION

5.1 Incorporation

All the terms, powers and provisions contained in the Debenture are deemed to be incorporated into this Deed as if set out in full (with all necessary modifications) in this Deed and shall apply to the Additional Property as if included in and mortgaged, charged and assigned by the Debenture

5.2 Representations and undertakings

- (a) Without prejudice to the generality of clause 5.1 above, the Company
 - (i) represents and warrants to the Security Trustee as trustee for itself and for the benefit of each of the other Secured Parties all the representations and warranties expressed or implied in or by the terms of the Debenture as if they were set out in full in this Deed, and
 - (ii) undertakes to the Security Trustee as trustee for itself and for the benefit of each of the other Secured Parties all the undertakings and obligations expressed or implied in or by the terms of the Debenture as if they were set out in full in this Deed

5.3 Continuation

- (a) Except insofar as supplemented hereby, the Debenture will remain in full force and effect
- (b) The definition of Properties in the Debenture shall hereby include the Additional Property
- (c) References in the Debenture to "this Deed" and similar expressions shall be deemed to be references to the Debenture as supplemented by this Deed and to this Deed

5.4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of the Facility Agreement and any other relevant loan agreements relating to any disposition of an interest in the Additional Property shall be deemed to be incorporated in this Deed

6 DESIGNATION

This Deed and the Debenture as supplemented by this Deed shall be designated a Finance Document

7 COUNTERPARTS

This Deed may be signed in any number of counterparts and this has the same effect as if the signatures on counterparts were on a single copy of this Deed. Each counterpart, when executed and delivered, shall constitute an original of this Deed, but all the executed and delivered counterparts shall together constitute a single instrument.

8 THIRD PARTIES

For the purposes of section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the parties state that they do not intend any term of this Deed to be enforced by any third parties but any third party right which exists or is available independently of that Act is largely preserved.

9 LAW

9.1 English law

This Deed and any non contractual obligations arising out of or in connection with this Deed shall be governed by and shall be construed in accordance with English law.

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE DATE STATED AT THE BEGINNING OF IT

Schedule 1

The Additional Property

Address	Tenure	Title Number
Smeathalls Farm, Birkin, Knottingley (WFI 9LZ)	Leasehold	NYK412813

CHARGORS

EXECUTED as a DEED
By WINNIPEG HEAT LIMITED

acting by -

DUNCAN BULLOCK
Director

in the presence of a witness

Name of witness

JENNY HEDLEY
INVESTMENT ADMIN
20 OLD BAILEY
LONDON EC4M 7AN

Address

Occupation

EXECUTED as a DEED
By CASPIAN HEAT LIMITED

acting by -

DUNCAN BULLOCK
Director

in the presence of a witness

Name of witness

JENNY HEDLEY
INVESTMENT ADMIN
20 OLD BAILEY
LONDON EC4M 7AN

Address

Occupation

EXECUTED as a DEED
By BOOTH BROTHERS ENERGY
LIMITED

acting by -

)
)
)
)
)

DUNCAN BULLOCK
Director

in the presence of a witness)

Name of witness

Address

JENNY HEDLEY
INVESTMENT ADMIN
20 OLD BAILEY
LONDON EC4M 7AN

Occupation

SECURITY TRUSTEE

EXECUTED as a DEED
By FERN TRADING LIMITED

acting by -

)
)
)
)
)

PAUL LATHAM
Authorised Signatory

in the presence of a witness)

Name of witness

Address

Occupation

CHARLOTTE HUGHES

20 OLD BAILEY
LONDON
EC4M 7AN

EXECUTIVE ASSISTANT