



Registration of a Charge

Company name: **HALL & WOODHOUSE LIMITED**

Company number: **00057696**

Received for Electronic Filing: **24/01/2020**



X8XBN3PD

Details of Charge

Date of creation: **23/01/2020**

Charge code: **0005 7696 0020**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT**

Brief description: **THE PROPERTY KNOW AS OR BEING CRANBERRY FARM, BADGER WAY, CRANBROOK, EXETER EX5 2DZ AND REGISTERED AT LAND REGISTRY WITH TITLE NUMBER DN675131. PLEASE REFER TO THE CHARGE INSTRUMENT FOR DETAIL OF FURTHER PROPERTY.**

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: **WE 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:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 57696

Charge code: 0005 7696 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd January 2020 and created by HALL & WOODHOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th January 2020 .

Given at Companies House, Cardiff on 27th January 2020

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**

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

Dated this 24 January 2020

Signed Osborne Clarke LLP
(TM)

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

SUPPLEMENTAL DEBENTURE

BS1 6EG

dated 23 January 2020

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

This Supplemental Debenture is made as a deed on 23 January 2020

Between:

- (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 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 Properties 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 Properties.
- 1.2 In this Supplemental Debenture the following expressions have the following meanings, unless the context otherwise requires:

"**Additional Properties**" means the following freehold property:

Property	HM Land Registry Title Number
Cranberry Farm Badger Way, Cranbrook, Exeter EX5 2DZ	DN675131
The Plough Portsmouth Road, Bursledon, Southampton SO31 8BT	HP439931

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 Properties and all Rights relating to the Additional Properties.

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 Properties 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

Signature of witness:

Name: **MARIANNE JARNS**
Address: **1, BANKS COTTAGES**
PILBOLTRENTIDE
BORCHESTER DT2 8QA
Occupation: **BUYER**

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:

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

Signature of witness:

Name:

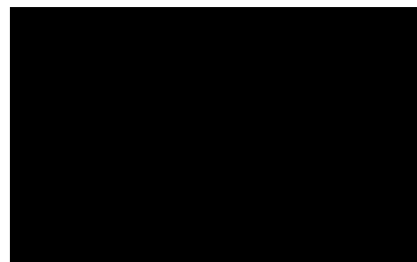
Address:

Occupation:

The Security Agent

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

)
)
)
)
)



Name:

Simon Deaves

Signature of witness:

Name:

Address:

Occupation:

BANK OFFICIAL

LISA MARIIGNA

Barclays Bank PLC
1 Churchill Place
Canary Wharf
London
E14 5HP