



**Registration of a Charge**

Company name: **AMBER TAVERNS LIMITED**

Company number: **05335601**



X4C42UB5

Received for Electronic Filing: **21/07/2015**

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**Details of Charge**

Date of creation: **07/07/2015**

Charge code: **0533 5601 0140**

Persons entitled: **U.S. BANK TRUSTEES LIMITED**

Brief description: **THE FREEHOLD PROPERTY BEING LION HOTEL, 17 HIGH STREET, SANDBACH, CW11 1AH REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER CH472004.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**JOEI CHUNG, DWF LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5335601

Charge code: 0533 5601 0140

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2015 and created by AMBER TAVERNS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st July 2015 .

Given at Companies House, Cardiff on 22nd July 2015

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

7 July

2015

- (1) Amber Taverns Limited
- (2) U.S. Bank Trustees Limited as Security Agent

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**Supplemental Legal Mortgage**

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Relating to Land at the freehold property Lion Hotel, 17 High Street, Sandbach, CW11 1AH  
registered at HM Land Registry under Title Number CH472004

CERTIFIED TO BE A TRUE  
COPY OF THE ORIGINAL

- 8 JUL 2015

DWF LLP  
5 St Paul's Square  
Old Hall Street  
Liverpool L3 9AE

*DWF LLP*

THIS DEED is dated

7 July

2015 between:

- (1) **AMBER TAVERNS LIMITED** of The Victory Offices, 112 Victory Road, Blackpool, FY1 3NW and registered in England and Wales with company number 05335601 (the "**Chargor**"); and
- (2) **U.S. BANK TRUSTEES LIMITED** a company incorporated under the laws of England and Wales with registered number 02379632 and having its registered office at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR (the "**Security Agent**").

## BACKGROUND

- (A) This Supplemental Legal Mortgage is supplemental to a debenture dated 28 May 2014, made between, amongst others, Ingleby (1951) Limited (the "**First Chargor**"), the Chargor and the Security Agent (the "**Debenture**").
- (B) This is a Finance Document (as defined in the Facilities Agreement).
- (C) The Security Agent holds the benefit of this Supplemental Legal Mortgage, including the security created and other rights granted in it on trust for the Secured Parties.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

## 1 Interpretation

### 1.1 Definitions

In this Deed:

"**Property**" means

- (a) the property specified in Schedule 1 (*Details of Property*);
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situation on or forming part of such property; and

- (c) any proceeds of sale and all rights, powers, benefits, warranties and guarantees given or implied in relation to the property including all rights under any agreement for sale, agreement for lease or licence.

## 1.2 Interpretation

- 1.2.1 Save as provided in Clause 2 (*Incorporated Provisions*) or otherwise defined in this Supplemental Legal Mortgage, capitalised terms defined in the Debenture shall have the same meaning in this Supplemental Legal Mortgage.
- 1.2.2 The provisions of Clause 1.2 of the Debenture apply to this Supplemental Legal Mortgage (including the provisions incorporated herein by Clause 2 (*Incorporated Provisions*)) as if expressly set out herein, *mutatis mutandis*, with each reference to the deed therein being deemed to be a reference to this Supplemental Legal Mortgage.
- 1.2.3 The terms of the other Finance Documents are incorporated in this Supplemental Legal Mortgage to the extent required to ensure that any purported disposition of the Property contained in this Supplemental Legal Mortgage is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.2.4 If the Security Agent reasonably consider that an amount paid by the Chargor or any other person to a Secured Party is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Supplemental Legal Mortgage.

## 2 Incorporated provisions

- 2.1 For the avoidance of doubt and without prejudice to the generality of the foregoing Clauses, the provisions of the Debenture apply in relation to the Property to the extent that the same apply to the Property (as defined in the Debenture) and (so far as necessary to make them apply to and be enforceable in relation to the Property) they shall be deemed to be incorporated into this Supplemental Legal Mortgage, *mutatis mutandis*, as though set out in full herein with each reference therein to:

2.1.1 **Debenture** being deemed to be a reference to this Supplemental Legal Mortgage; and

2.1.2 **Schedule 2** being deemed to be a reference to the Schedule to this Supplemental Legal Mortgage.

### **3 Fixed Security**

3.1 The Chargor charges with full title guarantee subject to Permitted Security and encumbrances disclosed in any Property Report in favour of the Security Agent (as agent and trustee for the Secured Parties) with the payment and discharge of the Secured Liabilities, by way of first legal mortgage the Property.

### **4 Application to the Land Registry**

4.1 The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Property:

"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 Deed*] in favour of U.S. Bank Trustees Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its duly authorised office."

and, where applicable, notice of an obligation to make further notices.

### **5 Continuation**

5.1 Except insofar as supplemented hereby, the Debenture will remain in full force and effect.

5.2 References in the Debenture to "this deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by this Supplemental Legal Mortgage and to this Supplemental Legal Mortgage.

5.3 This Supplemental Legal Mortgage is supplemental to the Debenture. On and from the date of Supplemental Legal Mortgage:

5.3.1 the Supplemental Legal Mortgage and the Debenture shall be read and construed as one document and in particular the definition of "Property" in the Debenture shall include the Property described in the Schedule hereto; and

5.3.2 the Chargor acknowledges that references to the "Debenture" in each Facility Agreement are references to the Debenture as amended by this Supplemental Legal Mortgage.

**6 Third party rights**

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

**7 Governing law**

7.1 This Deed is governed by English law.

**8 Counterparts**

8.1 This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Mortgage by signing any such counterpart.

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed.

## SCHEDULE 1

The freehold property Lion Hotel, 17 High Street, Sandbach, CW11 1AH registered at HM Land Registry under Title Number CH472004.

**EXECUTION**

**The Chargor**

Executed as a deed by **AMBER TAVERNS LIMITED** acting by a director

**Director**

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

**Communications to be delivered to:**

Address: Amber Taverns Limited  
The Victory Offices,  
112 Victory Road,  
Blackpool,  
FY1 3NW

Fax number:

Attention:

**The Security Agent**

Executed as a deed by, [  
attorney for  
**U.S. BANK TRUSTEES LIMITED**  
in the presence of:

] as

as attorney for  
**U.S. BANK TRUSTEES LIMITED**

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

**Communications to be delivered to:**

Address:

Fax number:

Attention: