



**Registration of a Charge**

Company name: **AMBER TAVERNS LIMITED**

Company number: **05335601**



X78VSW1M

Received for Electronic Filing: **25/06/2018**

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**Details of Charge**

Date of creation: **15/06/2018**

Charge code: **0533 5601 0182**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **THE FREEHOLD LAND BEING TAF FECHAN OFFICES, CASTLE STREET, MERTHYR TYDFIL CF47 8BG AND REGISTERED UNDER TITLE NUMBER CYM561862.**

**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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DWF LLP**



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

Company number: 5335601

Charge code: 0533 5601 0182

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th June 2018 and created by AMBER TAVERNS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th June 2018 .

Given at Companies House, Cardiff on 27th June 2018

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 15 June 2018

- (1) Amber Taverns Limited
- (2) GLAS Trust Corporation Limited

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**Supplemental Legal Mortgage**

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Relating to the freehold land being Taf Fechan Offices, Castle Street, Merthyr Tydfil CF47 8BG registered at HM Land Registry under Title Number CYM561862

RESTRICTED

THIS DEED is dated 15 June 2018 between:

- (1) **Amber Taverns Limited** of The Victory Offices, 112 Victory Road, Blackpool, Lancashire FY1 3NW and registered in [England and Wales] with company number 05335601 (the "**Chargor**"); and
- (2) **GLAS Trust Corporation Limited** as agent and trustee for itself and each of the Secured Parties (as defined in the Senior Facilities Agreement which is defined in the Debenture) (the "**Security Agent**").

## BACKGROUND

- (A) This Supplemental Legal Mortgage is supplemental to a debenture dated 27 October 2017, made between, amongst others, Amber Taverns Limited (the "**First Chargor**"), the Chargor and the Security Agent (the "**Debenture**").
- (B) This is a Secured Finance Document (as defined in the Debenture).
- (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 (as defined in the Senior Facilities Agreement).
- (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*);

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- (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 (*Interpretation*) 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 Secured Finance Documents (as defined in the Debenture) 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 considers 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 Senior Facilities Agreement) 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 as continuing security for payment and discharge of the Secured Liabilities, with full title guarantee all right, title and interest from time to time 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                      in favour of GLAS Trust Corporation 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 the Supplemental Legal Mortgage and the Debenture shall be read and construed as one document and in particular the definition of "Property" in the Senior Facilities Agreement shall include the Property described in the Schedule hereto.

**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 Property**

The freehold land being Taf Fechan Offices, Castle Street, Merthyr Tydfil CF47 8BG registered at HM Land Registry under Title Number CYM561862



## EXECUTION

### The Chargors

**Amber Taverns Limited**

Executed as a deed by  
a director

J. BAER  
Baer

### Director

in the presence of:

Witness Signature:

G Robert

Witness Name:

G Robert

Witness Address:

28 Broad Oak Lane  
Preston PR1 0UY

Witness Occupation:

Director

### The Security Agent

**SIGNED by**

For and on behalf of

**GLAS TRUST CORPORATION LIMITED**

By:

Address: 45 Ludgate Hill, London EC4M 7JU, United Kingdom

Fax: +44 (0)20 3070 0113

Email: [tmg@glas.agency](mailto:tmg@glas.agency)

Attention: Transaction Management Group

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