



Registration of a Charge

Company name: **BOGH LIMITED**

Company number: **05801655**



X4L0WP2W

Received for Electronic Filing: **27/11/2015**

Details of Charge

Date of creation: **20/11/2015**

Charge code: **0580 1655 0003**

Persons entitled: **PENNINE TRADING LIMITED**

Brief description: **1) DEE HILL COURT LYING TO THE SOUTH OF BOUGHTON, CHESTER (TN: CH291794) 2) CHEPSTOW HOUSE, DEE HILLS PARK, CHESTER, CH3 5AR (TN: CH310733) 3) CHOLMONDLEY HOUSE, DEE HILLS PARK, CHESTER, CH3 5AR (TN: CH321474)**

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:

LANTING ZHANG



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5801655

Charge code: 0580 1655 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2015 and created by BOGH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2015 .

Given at Companies House, Cardiff on 30th November 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**

20 November 2015

Legal Charge

BOGH Limited ⁽¹⁾ and
Pennine Trading Limited ⁽²⁾

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DATE 20 November 2015

PARTIES

- (1) **BOGH LIMITED** (CRN 05801655) whose registered office is at Chepstow House, Dee Hills Park, Chester, Cheshire, CH3 5AR (**Borrower**)
- (2) **PENNINE TRADING LIMITED** (CRN 07690526) whose registered office is at Pennine House White Moss View, Greenside Way, Middleton, Manchester, M24 1UN (**Lender**).

AGREED TERMS

1. INTERPRETATION

1.1 In this deed the following expressions have the following meanings:-

| | |
|---------------------------|--|
| "Charged Property" | the rights, assets and property charged or assigned by clause 3; |
| "Encumbrance" | any mortgage, charge (fixed or floating), pledge, lien, trust or assignment and any other arrangement or interest which has the effect of creating security or payment priority; |
| "Lease" | any letting, underlease or sub-lease and any tenancy, licence or other agreement for possession or occupation; |
| "Obligations" | the monies, obligations and liabilities to the Lender covenanted to be discharged or paid under clause 2; |
| "Planning Acts" | any legislation, directions, notices and bye-laws from time to time in force relating to town and country planning, building and construction; |
| "Property" | the freehold and leasehold properties described in the Schedule; |
| "Receiver" | any person appointed as receiver, manager or receiver and manager; and |
| "VAT" | value added tax or any other tax on added value or on turnover for the time being in force. |

1.2 In this deed, each reference to:-

- 1.2.1 "Charged Property", "Obligations" or "Property" includes a reference to any part of them or it;
- 1.2.2 "Borrower" includes a reference to any person deriving title through the Borrower;
- 1.2.3 "Lender" includes a reference to any person who claims any title or interest through the Lender or any person to whom the business of the Lender is transferred;
- 1.2.4 a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it;
- 1.2.5 the singular includes the plural and vice versa;
- 1.2.6 any gender includes any other gender;
- 1.2.7 "including" and "includes" shall be construed without limitation;

1.2.8 a person includes a company, unincorporated association, partnership or trust; and

1.2.9 "dispose" includes charging, selling, leasing, assigning or transferring or agreeing to do any of the same, granting an option or similar right, creating a trust or other equitable interest or sharing or parting with possession or occupation.

2. SECURED LIABILITIES

The Borrower covenants to:-

- 2.1 discharge on demand from time to time all money and liabilities of any kind and in any currency (whether present or future, actual or contingent and whether as principal or surety or incurred alone or jointly with another and whether the Lender shall have been an original party to the relevant transaction or not) now or in the future due, owing or incurred (before or after that demand) by the Borrower to the Lender in any manner;
- 2.2 pay to the Lender on demand from time to time all interest, commission, fees, charges, costs and expenses which the Lender may charge to the Borrower in the course of the Lender's business or incur in respect of the Borrower or its affairs. The interest will be calculated and compounded in accordance with the Lender's usual practice, before and after any demand or judgment.

In the case of any of the Obligations which is not (but for this clause 2) due for discharge on demand, the Lender shall not make demand before the due date.

3. SECURITY

As a continuing security for the discharge and payment of the Obligations and with full title guarantee, the Borrower:-

- 3.1 charges to the Lender by way of legal mortgage the Property;
- 3.2 assigns to the Lender the benefit of all covenants, rights, claims and guarantees relating to the Property or the Property's construction, use or title and the benefits of all easements serving or relating to the Property, subject to reassignment on redemption;
- 3.3 assigns to the Lender the proceeds of each policy of insurance now or in the future issued in relation to the Property subject to reassignment on redemption; and
- 3.4 charges to the Lender by way of fixed charge all buildings, structures and other items affixed to or forming part of the Property now and in the future.

4. RESTRICTIONS

- 4.1 The Borrower will not without the Lender's prior written consent:-
 - 4.1.1 create or permit to arise or continue any Encumbrance affecting the Charged Property or increase or extend any liability of the Borrower secured on any of the Charged Property;
 - 4.1.2 dispose of the Charged Property; or
 - 4.1.3 grant or accept a surrender of any Lease, or part with or share possession or occupation of the Property nor vary any Lease or reduce any sum payable under any such Lease or enter into any onerous or restrictive obligations affecting the Property.
- 4.2 The Borrower applies to the Chief Land Registrar to enter a restriction on the Register of Title of any registered freehold and leasehold property of the Borrower charged by this deed in the following terms: "no disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time

being of the charge dated 20 November 2015 in favour of Pennine Trading Limited or their conveyancer".

5. INSURANCE

- 5.1 The Borrower will keep comprehensively insured the Property with an insurance office or underwriter acceptable to the Lender against such risks as the Lender shall specify from time to time. The insurance cover must be for the full replacement value plus VAT and be index-linked and with the Lender as co-insured in respect of the Property.
- 5.2 The Borrower will punctually pay when due all premiums payable in respect of any insurance of the Property and if required by the Lender will deliver to the Lender evidence satisfactory to the Lender of payment of such premiums together with a copy of the insurance policies.
- 5.3 The Borrower will pay into an account specified by the Lender all monies which it receives in respect of any policies of insurance or any other of the rights and claims charged under clause 3 and until such payment will hold all monies so received on trust for the Lender. The Lender may apply the same in making good the relevant loss or damage or in or towards discharge of the Obligations.
- 5.4 If the Borrower defaults in its obligations under this clause 5 or at any time after the Lender has demanded repayment of the Obligations, the Lender or any Receiver may effect insurance as specified in this clause 5 without becoming liable to account as mortgagee in possession and the cost of so doing shall be added to the Obligations secured by this deed.
- 5.5 Whenever any insurance whatsoever is effected through the agency of the Lender all sums allowed to the Lender by way of commission or otherwise by the insurers shall belong to the Lender and the Lender shall not be required to account to the Borrower for such sums.

6. DEEDS

The Borrower will from time to time on request deposit with the Lender (or as the Lender may direct) all deeds and documents of title relating to the Property and all insurance policies relating to the Property.

7. UNDERTAKINGS BY THE BORROWER

The Borrower undertakes with the Lender:-

- 7.1 to collect in a proper and efficient manner all monies which it receives in respect of any policies of insurance, income or any other of the rights and claims charged under clause 3;
- 7.2 punctually to pay and to indemnify the Lender and any Receiver against all rents, rates, taxes, duties, assessments and other outgoings payable in respect of the Property;
- 7.3 to observe and perform all covenants (positive and restrictive), conditions, permissions and stipulations from time to time affecting the Property;
- 7.4 to keep all buildings, gates, fences, drains, roads, pathways and other works on the Property in good repair and all fixtures and fixed plant and equipment in working order;
- 7.5 to permit the Lender and its representatives to enter and view the state and condition of the Property;
- 7.6 not to remove or sever any fixture except for the purpose of renewal or replacement by a fixture of equal or greater value;
- 7.7 not to create or permit to arise any overriding interest as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002 affecting the Property;

- 7.8 to comply with all applicable laws and regulations affecting the Property (including all environmental law, legislation relating to the control and handling of hazardous substances or waste and the Planning Acts) and not to make any change of use or carry out any structural or material alteration to the Property or do or permit to be done anything which is a "development" within the meaning of the Planning Acts without the prior written consent of the Lender;
- 7.9 to maintain the Borrower's centre of main interest (COMI) for the purposes of the EU Regulation on Insolvency Proceedings 2000 in the United Kingdom;
- 7.10 to notify the Lender promptly of any indication given to the Borrower that the Property is or may be listed in a register of contaminated land or contaminative use or similar register. The Borrower also agrees to notify the Lender if any environmental or other condition exists which could have a material adverse effect on the value of the Charged Property; and
- 7.11 generally not to do or cause or permit to be done anything to lessen the value or marketability of the Charged Property.

8. POWERS OF THE LENDER

- 8.1 The Lender may without restriction grant or accept surrenders of Leases of the Property or any part of it and grant or vary or reduce any sum payable under any Lease.
- 8.2 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed.
- 8.3 The Lender may, to the extent permitted by law, at any time or if so requested by the Borrower, under hand or by a deed, appoint or remove (subject to section 45 of the Insolvency Act 1986) a Receiver or Receivers of any of the Charged Property, fix and pay the fees of a Receiver and substitute any Receiver, but any Receiver shall be the agent of the Borrower and the Borrower shall be solely responsible for the Receiver's acts, defaults and remuneration.
- 8.4 At any time after a demand for repayment of the Obligations, all or any of the powers conferred by clause 9.1 may be exercised by the Lender, whether as the Borrower's attorney or not, without first appointing a Receiver or notwithstanding any such appointment.
- 8.5 The Lender will not be liable to account to the Borrower as mortgagee in possession for any money not actually received by the Lender and if the Lender or any Receiver takes possession of the Charged Property it or he may at any time relinquish such possession (whether it or he relinquishes such possession in whole or in part).
- 8.6 If the Borrower is in default of any of its obligations under this deed, the Lender or any Receiver may perform such obligation and take such action as is necessary to make good the default without becoming liable to account as a mortgagee in possession.
- 8.7 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.
- 8.8 The Lender may at any time obtain, at the Borrower's expense, an up to date professional valuation of the Property and the Borrower shall give any valuer so instructed all reasonable assistance to enable him to carry out the valuation and permit him such access to the Property and to the records and accounts of the Borrower as he reasonably requires to conclude his valuation.

9. RECEIVERS

- 9.1 Any Receiver appointed by the Lender shall be a receiver and manager and shall have the powers specified in schedule 1 to the Insolvency Act 1986 and the following powers exercisable upon such terms and conditions as he thinks fit:-
 - 9.1.1 to take possession of and generally to manage the Charged Property;

- 9.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract or arrangement to which the Borrower is or is to be a party;
 - 9.1.3 to carry out on the Property or on any other property which it may in his opinion be necessary or desirable to work upon, any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing of equipment and to apply for and obtain all planning permissions, building regulation approvals and other permissions, consents or licences as may be necessary or desirable for such purposes and to effect and/or carry out any development, building or other works;
 - 9.1.4 to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or other property and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Property;
 - 9.1.5 to sell, lease, licence, surrender or accept surrenders of Leases, deal with or dispose of the Charged Property without restriction including power to dispose of any fixtures separately from the land;
 - 9.1.6 to complete any transaction by executing deeds or documents in the name of or on behalf of the Borrower;
 - 9.1.7 to insure the Charged Property and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees, indemnities and security;
 - 9.1.8 to engage, rely on the advice of and dismiss advisers, consultants, officers, managers, agents, workmen and others;
 - 9.1.9 to purchase materials, tools, equipment, goods or supplies;
 - 9.1.10 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;
 - 9.1.11 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
 - 9.1.12 to make any elections for VAT purposes; and
 - 9.1.13 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Property.
- 9.2 In the case of joint Receivers any power may be exercised jointly or severally.
- 9.3 Any Receiver shall apply all money he receives first in discharge of all claims ranking in priority to this deed, secondly in repayment of all money borrowed by him and in payment of his expenses, liabilities and fees and thirdly in or towards the remaining matters specified in section 109(8) of the Law of Property Act 1925.

10. PROTECTION OF PURCHASERS AND POWER OF ATTORNEY

- 10.1 No purchaser or other person shall be obliged or concerned to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 10.2 The receipt of the Lender or any Receiver shall be an absolute discharge and the payer shall not be obliged to see the application of the monies paid to either of them.

- 10.3 Neither the Lender nor any Receiver shall be liable to the Borrower in respect of any loss or damage arising out of the exercise or the attempted, purported or failure to exercise any of their respective powers or arising out of any valuation or report relating to the Charged Property.
- 10.4 The Borrower by way of security irrevocably appoints the Lender and any Receiver severally to be the attorney for the Borrower (with full power of substitution and delegation) in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute all such deeds, instruments and documents and do all such acts and things as may be required by the Lender or any Receiver pursuant to this deed or the exercise of any of their powers.

11. APPROPRIATION, SET-OFF AND RESTRICTION

- 11.1 Subject to clause 11.2, the Lender may apply all payments received in respect of the Obligations in or towards discharge of such part of the Obligations as the Lender decides.
- 11.2 The Lender may open a new account upon the Lender receiving actual or constructive notice of any charge or interest affecting the Charged Property and whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging the Obligations outstanding at the time of receiving such notice.
- 11.3 The Borrower agrees that the Lender may at any time without notice (and notwithstanding any settlement of account or other matter) combine or consolidate all or any of its then existing accounts including accounts, jointly in the name of the Borrower and any other person (whether current, deposit, loan or of any other nature, whether subject to notice or not and whether in sterling or any other currency).
- 11.4 The Lender shall be entitled at any time or times without notice (both before and after demand) to set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower (in either case whether actual or contingent, present or future and irrespective of the branch or office, currency or place of payment) and may for such purpose convert or exchange any currency.

12. PROTECTION OF SECURITY

This deed shall be a continuing security in the Lender's favour, regardless of any settlement of account or any other matter whatsoever and shall be without prejudice and in addition to every other right, remedy or security which the Lender may have now or in the future in respect of any of the Charged Property for the payment of any of the Obligations.

13. FURTHER ASSURANCE

The Borrower will at its own cost at the Lender's or any Receiver's request execute any deed or document and take any action required by the Lender or any Receiver to perfect or protect this security or its priority or further to secure on the Charged Property the Obligations or for facilitating the realisation of the Charged Property or the exercise of any rights or powers of the Lender or any Receiver or for establishing the nature or extent of the Charged Property.

14. COSTS AND PAYMENTS

- 14.1 The Borrower agrees that it is responsible for all costs, charges and liabilities (including professional fees and disbursements and VAT and/or any similar tax) and all other sums paid or incurred by the Lender and/or any Receiver under or in connection with this deed or the Borrower's affairs. The Lender may recover them from the Borrower (on a full indemnity basis) as a debt payable on demand and debit them without notice to any of the Borrower's accounts. They will attract interest and be charged on the Charged Property.
- 14.2 The costs which may be recovered from the Borrower by the Lender and/or any Receiver under this deed include:-

- 14.2.1 all costs incurred by the Lender in preparing and administering this deed or perfecting the security created by it;
 - 14.2.2 all costs (whether or not allowable on a taxation by the Court) of all proceeding to enforce this deed or to recover or attempt to recover the Obligations;
 - 14.2.3 all money spent and all costs arising out of the exercise of any power, right or discretion conferred by this deed;
 - 14.2.4 all costs and losses arising from any default by the Borrower in the payment when due of any of the Obligations or the performance of the Borrower's obligations under this deed; and
 - 14.2.5 all the Lender's charges based on time spent by the Lender's employees and agents in connection with the Borrower's affairs.
- 14.3 All sums payable by the Borrower shall be paid in sterling in immediately available funds and shall be paid to the credit of such account as the Lender may designate. All such payments shall be made in full without set-off of any sum owing by the Lender to the Borrower or counter-claim and free and clear of any deduction of or withholding for or on account of any tax or for any other reason, except to the extent that any such deduction or withholding is required by law.
- 14.4 If, for any reason, any amount payable by the Borrower is paid or recovered in a currency other than sterling and, when converted into sterling at the exchange rate applicable at the time, is less than the sum payable, the Borrower undertakes to make good the amount of the shortfall on demand.

15. CERTIFICATES

A certificate signed by an official of the Lender as to the amount due or owing from the Borrower shall be conclusive evidence against the Borrower, except in the case of obvious error.

16. MERGER OR AMALGAMATION

The Obligations shall include all liabilities of the Borrower to the Lender notwithstanding any change to the name, style or constitution of the Lender and/or the Lender's absorption by or in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person and all sums in respect of advances and other facilities from such other person.

17. NOTICES

- 17.1 All notices or demands must be in writing.
- 17.2 Any notice or demand to the Borrower may be sent by prepaid post, facsimile transmission or delivered to the Borrower at its address set out on page 1 of this deed or the Borrower's last known address. Notices or demands to the Borrower may also be sent by electronic mail to the Borrower's most recent email address held by the Lender.
- 17.3 Any notice to the Lender must be sent by prepaid post or delivered to the Lender at its address as set out in this deed unless it has communicated another address to the Borrower in which case it must be sent to the last address so communicated.

The address for service on the Lender in the case of registered land is Pennine House, White Moss View, Greenside Way, Middleton, Manchester, M24 1UN.

- 17.4 A notice or demand by the Lender sent by post will be deemed served on the day after posting (but, if to another country, three days after posting) and if sent by facsimile transmission shall be deemed to have been given when sent provided a transmission report is received.

- 17.5 The Borrower undertakes to keep its current email address available and live unless and until it notifies the Lender of an alternative address for the purpose of this clause 17.

18. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:-

- 18.1 if it is a body corporate or a partnership, it has the appropriate power and authority to carry on its business, own its assets and property and enter into and comply with its obligations under this deed;
- 18.2 it certifies that none of the provisions, covenants and obligations contained in this deed contravenes any of the provisions of its Memorandum or Articles of Association or other constitutional documents nor will this deed or its performance infringe any law or obligation binding upon it;
- 18.3 it has complied with every formality and obtained every licence or consent and satisfied every other requirement (statutory or otherwise) which may be necessary to procure the effectiveness of this deed;
- 18.4 the Charged Property is not subject to any Encumbrance other than the charges contained in this deed; and
- 18.5 all information given by the Borrower to the Lender in connection with the Charged Property was when given and is now true, accurate and comprehensive in all material respects.

19. LAW AND JURISDICTION

- 19.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 19.2 The Borrower irrevocably submits to the exclusive jurisdiction of the English courts.

20. ASSIGNMENT AND TRANSFER

- 20.1 The successors in title of the parties shall have the benefit of and be subject to this deed.
- 20.2 The Lender may at any time dispose of or deal in any manner with or without notice to any other person all or any part of its rights, beneficial interests or benefits under this deed.
- 20.3 The Lender may give such information relating to the Borrower, its affairs or this deed as it thinks fit to any of its associated companies and to any third party proposing to take an assignment and/or transfer from the Lender and/or to enter into contractual relations with the Lender with respect to this deed.

21. INDEMNITY

The Borrower will indemnify the Lender on demand against any loss or expense (including legal fees) sustained or incurred as a result either of a failure by the Borrower to perform any of its obligations under this deed or of any representation or warranty made in this deed having been incorrect when made.

22. WAIVER

No failure to exercise or any delay in exercising any right or remedy under this deed shall operate as a waiver of it or of any other right or remedy under it. No single or partial exercise of any such right or remedy shall prevent any further or other exercise of it or the exercise of any other right or remedy.

23. MISCELLANEOUS

23.1 The obligation on the part of the Lender to make further advances to the Borrower is deemed incorporated into this deed and the Borrower applies to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of the Property.

23.2 If two or more persons are included in the expression "Borrower":-

23.2.1 the use in this deed of the word "Borrower" shall be deemed to refer to such persons both together and separately;

23.2.2 the liability of each Borrower under this deed shall be joint and several;

23.2.3 any communication under this deed shall be deemed to be served on every Borrower if served on one Borrower; and

23.2.4 the Lender may release or discharge any one or more of them from all or any liability or obligation under this deed or may make any arrangement or composition with any such person without by so doing releasing any other or others of them.

IN WITNESS whereof this deed was duly executed as a deed and delivered on the date specified on page 1.

SCHEDULE 1

Description of Property

Administrative Area : Cheshire West and Chester

Title Number : CH291794

Class of Title : Freehold

Property Description : Dee Hills Court lying to the south of Boughton, Chester

Administrative Area : Cheshire West and Chester

Title Number : CH310733

Class of Title : Leasehold

Property Description : Chepstow House, Dee Hills Park, Chester, CH3 5AR

Administrative Area : Cheshire West and Chester

Title Number : CH321474

Class of Title : Leasehold

Property Description : Cholmondley House, Dee Hills Park, Chester, CH3 5AR

Executed as a deed by **BOGH LIMITED** acting by
Kenneth Roscoe, a director, in the
presence of:

.....
Director

Signature (Witness)

Print Name

Address

Occupation Solicitor

Signed as a deed by **PENNINE TRADING LIMITED**
acting by,
in the presence of:

.....
Director

Signature (Witness)

Print Name

Address

Occupation

