

MR01

Particulars of a charge

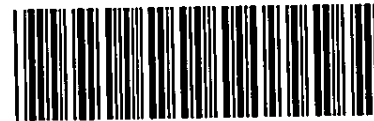
194500/23



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is payable  
Please see 'How to pay'

FRIDAY  
SA



\*A5KHKS8Z\*

A13 25/11/2016 #353  
COMPANIES HOUSE  
\*A5HMSGMR\*  
A08 15/10/2016 #183  
COMPANIES HOUSE

☒ **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 when the charge is  
instrument Use form

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. If  
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. This will be  
scanned and placed on the public record. Do not send the original

**1 Company details**

Company number 0 6 9 2 6 1 2 8

Company name in full Firth and Co Wine Merchants 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 0 2 0 6 2 0 1 6

**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 Richard France

Name Paul Caddick

Name Richard Boothroyd

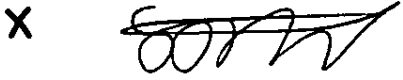

Name Bill Calvert

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	<b>Brief description</b>	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	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
Brief description	(1) By way of first legal mortgage all freehold and leasehold property now vested in the Company, and (2) By way of first fixed charge all estates or interests in any freehold and leasehold property of the Company (not being properly charged by clause 1 above) now and in the future vested in the Company		
5	<b>Other charge or fixed security</b>	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  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	<b>Floating charge</b>	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	<b>Negative Pledge</b>	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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	<b>Trustee statement <sup>①</sup></b>	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 <input type="checkbox"/>	<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)
9	<b>Signature</b>	Please sign the form here  Signature   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 Francis Martin

Company name Blacks Solicitors LLP

Address Hanover House

22 Clarendon Road

Post town Leeds

County/Region West Yorkshire

Postcode L S 2 9 N Z

Country UK

DX 720480 Leeds 49

Telephone 0113 207 0000

**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 £23 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

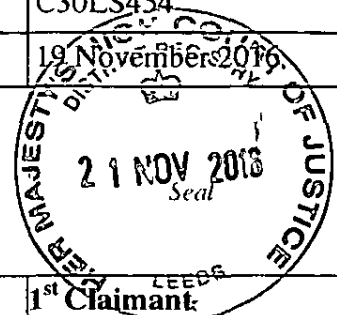
**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

# General Form of Judgment or Order

In the High Court of Justice Chancery Division Leeds District Registry	
Claim Number	C30LS454
Date	19 November 2016



FIRTH AND CO WINE MERCHANTS LIMITED	1 <sup>st</sup> Claimant Ref SABY/FIR564/1
REGISTRAR OF COMPANIES	1 <sup>st</sup> Defendant Ref

Before District Judge Goldberg sitting at Leeds District Registry, Leeds Combined Court Centre, The Courthouse, 1 Oxford Row, Leeds, LS1 3BG

**UPON** the application of the Claimant seeking an Order under Section 859F of the Companies Act 2006

**AND UPON** the Court being satisfied that the omission to register the Charge dated 02 June 2016 was due to inadvertence and that it is just and equitable to grant relief and that is not prejudicial to the position of creditors of the Claimant

**AND UPON** there being no objection by the Defendant

**IT IS ORDERED THAT:**

- 1 The time period for registering the Charge dated 02 June 2016 be extended pursuant to Section 859F of the Companies Act 2006 to 21 days from the date of this Order ✓
- 2 The Claimant do deliver a copy of this Order to the Registrar of Companies
- 3 There be no order as to costs

This Order is without prejudice to the rights of any person acquired between the date of creation of the Charge and the date of its actual registration

Dated 15 November 2016



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6926128

Charge code: 0692 6128 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd June 2016 and created by FIRTH AND CO WINE MERCHANTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2016

Dx

Given at Companies House, Cardiff on 2nd December 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated

2 June

2016

**FIRTH AND CO WINE MERCHANTS LIMITED**

and

**RICHARD FRANCE**

and

**PAUL CADDICK**

and

**RICHARD BOOTHROYD**

And

**BILL CALVERT**

---

**DEBENTURE**

---

 Satdeep Samhi

**CERTIFIED A TRUE COPY**

**Blacks Solicitors LLP**

**BLACKS**  
SOLICITORS

Hanover House, 22 Clarendon Road, Leeds, West Yorkshire, LS2 9NZ  
[www.LawBlacks.com](http://www.LawBlacks.com)

## CONTENTS

1	Definitions and interpretation	1
2.	Borrower's obligation to pay	3
3.	Creation of security	3
4.	Crystallisation	4
5.	Borrower's representation and warranties	4
6.	Borrower's undertakings and covenants	5
7.	Liability of borrower	7
8.	Enforcement	7
9.	Appointment, powers and removal of receivers	8
10	Powers of sale, leasing etc	9
11	Attorney	9
12	Application of moneys received	10
13	Indemnity	10
14.	Release	11
15.	Continuing security	11
16	Further security	11
17	Miscellaneous	11
18.	Notices	13
19	Confidential Information	13
20	Governing law and jurisdiction	14
	SCHEDULE 1 Assets charged by way of fixed charge	15

THIS AGREEMENT is dated

2 June

2016

**BETWEEN**

- (1) **FIRTH AND CO WINE MERCHANTS LIMITED** incorporated and registered in England and Wales with company number 06926128 whose registered office is at Newton Bank, Newton Le Willows, Bedale, North Yorkshire, DL8 1TE (the "**Borrower**"); and
  - (2) **RICHARD FRANCE** of Appleton House, Main Street, Appleton Roebuck, York, YO23 7DG,
  - (3) **PAUL CADDICK** of Deer Park Grange, Fryston Common Lane, Monk Fryston, Leeds, LS25 5ER;
  - (4) **RICHARD BOOTHROYD** of RBA, Riverside West, Whitehall Rd, Leeds, LS14 4NW, and
  - (5) **BILL CALVERT** of Sutton Place, Sutton, Thirsk, YO7 2PS,
- (together the "**Lenders**" and each a "**Lender**").

**BACKGROUND**

- (A) The Lenders have agreed to provide the Borrower with the loan on the terms of the Loan Agreement.
- (B) The Borrower has agreed to provide security to the Lender to secure the payment and discharge of the Secured Liabilities
- (C) The Borrower has agreed to create the security required by entering into this Deed

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Words and expressions defined in the Loan Agreement (defined below) will have the same meanings in this Deed unless they are expressly defined in this Deed

1.2 In this Deed, unless otherwise provided

**"Charged Assets"** means all the Land, assets, goodwill and undertakings of the Borrower present or future for the time being subject to the security interests created by this Deed (including those listed in Schedule 1),

**"Default Rate"** means the rate of interest provided in clause 5.1 of the Loan Agreement;

**"Encumbrance"** means any mortgage, charge, pledge, lien or other security interest of any kind, and any right of set off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the



Borrower's business;

**"Insurance"** means each contract or policy of insurance to which the Borrower is a party or in which it has an interest;

**"Intellectual Property"** means copyright, patents, know-how, trade secrets, trade marks, trade names, the right to sue in passing off, design right, get-up, database right, customer lists, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which the Borrower is or may be entitled and (vi) wherever existing and the benefit of any agreement or any licence for the use of any such right;

**"Land"** means any right or interest in or over land wherever situated, including without limitation any buildings and fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by such person by virtue of the ownership, possession or occupation of land and/or all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds an interest,

**"Loan Agreement"** means the loan agreement dated 2 June 2016 between the Borrower and the Lenders,

**"Receiver"** means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver (if the Lenders are permitted to appoint such administrative receiver);

**"Secured Liabilities"** means the liabilities of the Borrower to the Lenders under or pursuant to the Loan Agreement and Security Documents and any interest, commission, costs, charges and expenses of the Lenders;

**"Securities"** means all right, title and interest of the Borrower, now or in the future, in any:

(a) stocks,

(b) shares,

- (c) instruments creating, or
- (d) acknowledging any debt or other securities issued by any person, and

**"Security Period"** the period starting on the date of this debenture and ending on the day on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

**1.3** Unless the context otherwise requires:

- 1.3.1** each gender includes the others;
- 1.3.2** the singular and the plural are interchangeable;
- 1.3.3** references to clauses, mean to clauses to this Deed,
- 1.3.4** references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.3.5** clause headings do not affect their interpretation, and
- 1.3.6** references to legislation include any modification or re-enactment thereof before the date of this Deed.

**1.4** Writing includes manuscript, and facsimiles but not email.

**2. BORROWER'S OBLIGATION TO PAY**

- 2.1** The Borrower covenants with the Lenders that it will pay and discharge to the Lenders the Secured Liabilities on written demand by the Lenders' Representative when due.
- 2.2** The making of one demand under this Deed will not stop the Lenders making any further demands
- 2.3** The Lenders will not make any demand unless they are entitled to do so.

**3. CREATION OF SECURITY**

- 3.1** As continuing security for the payment and discharge of the Secured Liabilities the Borrower charges to the Lenders with full title guarantee
  - 3.1.1** by way of first legal mortgage all Land now owned by the Borrower;
  - 3.1.2** by way of first fixed charge any right, title or interest which the Borrower has now or acquires in the future to any Land; and
  - 3.1.3** by way of first floating charge the Borrower's bank accounts and other assets not otherwise effectively charged by clauses 3.1.1 and 3.1.2
- 3.2** Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.1.3.

#### 4. CRYSTALLISATION

- 4.1 The floating charge created by clause 3.1.3 will crystallise into a fixed charge.
- 4.1.1 by notice in writing given by the Lenders' Representative to the Borrower at any time after the security constituted by this Deed becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower, or
- 4.1.2 automatically and instantly without notice if the Borrower resolves, without the Lenders' Representative's prior written consent, to take or takes any step to:
- 4.1.2.1 create an Encumbrance over any or all of the Charged Assets;
- 4.1.2.2 create a trust over any or all of the Charged Assets;
- 4.1.2.3 dispose of any or all of the Charged Assets, except if such disposal is in the ordinary course of the Borrower's business;
- 4.1.3 automatically and instantly without notice if any person resolves, without the Lenders' Representative's prior written consent, to take or takes any step to levy any distress, execution, sequestration or other process against any or all of the Charged Assets; or
- 4.1.4 automatically and instantly without notice if an Event of Default occurs.
- 4.2 Any asset acquired by the Borrower after crystallisation has occurred under clause 4.1 which would be subject to a floating charge if crystallisation had not occurred will be charged by way of a fixed charge, unless the Lenders' Representative confirms otherwise in writing.
- 4.3 Any charge by the Borrower that has crystallised under clause 4.1 may, by notice in writing given at any time by the Lenders' Representative to the Borrower, be reconverted into a floating charge in relation to the Charged Assets specified in the notice and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower

#### 5. BORROWER'S REPRESENTATION AND WARRANTIES

- 5.1 The Borrower represents and warrants to the Lenders as follows
- 5.1.1 **Ownership:** The Borrower is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Deed.
- 5.1.2 **Adverse claims and covenants:** The Borrower has not received or acknowledged notice of any material adverse claim by any person in respect of the Charged Assets and there are no covenants, agreements, conditions, interests rights or other matters which may materially adversely affect the Charged Assets.

- 5.1.3 **Breach of law or regulation:** The Borrower has at all times complied in all material respects with all applicable laws and regulations and has not breached any law or regulation which would materially adversely affect the Charged Assets.
- 5.1.4 **Third Party Rights:** The Charged Assets are not subject to terms entitling a third party to terminate or limit the use of any facility necessary for the enjoyment and use of the Charged Assets
- 5.1.5 **Overriding interests:** Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Land.
- 5.1.6 **Liquidation or administration:** No Encumbrance expressed to be created by this Deed is liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise

## 6. BORROWER'S UNDERTAKINGS AND COVENANTS

- 6.1 The Borrower covenants not, without the prior written consent of the Lenders' Representative, to.
  - 6.1.1 (except in the case of assets charged by way of floating charge only which the Borrower may deal with in the ordinary course of its business) part with possession of, or transfer, sell, lease, assign or otherwise dispose of all or any of the Charged Assets, or attempt or agree to do so,
  - 6.1.2 create, attempt to create, allow to subsist any mortgage, debenture, charge or pledge, increase the amount secured by the Deed, permit any lien (except a lien arising by operation of law in the ordinary course of trading) or other encumbrance to arise on or affect all or any of the Charged Assets;
  - 6.1.3 permit any person to be registered as proprietor of any of the Charged Assets under the Land Registration Act 2002 or create or permit to arise any unregistered interest which overrides first registration affecting such property within Schedule 1 to that Act, to become entitled to any proprietary right or interest which might affect the value of any land fixtures or fixed plant and machinery charged by this Deed;
  - 6.1.4 redeem or purchase its own shares or pay dividends of an unusual amount;
  - 6.1.5 cancel, assign or allow to lapse its interest under any credit sale, hire purchase, leasing, rental, licence or similar agreement and to produce proof of payments due under such agreements on request from the Lenders' Representative;
  - 6.1.6 do or allow any act or omission which may prejudice the value to the Lenders of the Charged Assets; or
  - 6.1.7 create any subsidiaries.

- 6 2 The Borrower covenants that it will, unless, in any case, the Lenders' Representative has given his written consent otherwise:
- 6.2.1 carry on its business properly and efficiently and not materially change how it conducts its business;
  - 6.2.2 notify the Lenders' Representative in writing of any breach of this Deed, the Loan Agreement or any other Security Document, immediately on it becoming aware of such breach;
  - 6.2.3 get in and realise, in the ordinary course of business, all book and other debts and other assets charged under clause 3.1, on receipt pay all monies received in respect of such assets into the account as the Lenders' Representative may specify prior to which the Borrower will hold such moneys on trust for the Lenders and execute such assignment of any such asset as the Lenders may require,
  - 6 2 4 in relation to the Land part of the Charged Assets observe all covenants, not enter into any onerous or restrictive obligation, effect or allow any development within the Town and Country Planning Acts, do, allow or omit anything infringing any statute or regulation and maintain and keep them in good and substantial repair;
  - 6 2 5 maintain all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment part of the Charged Assets in good working order and condition,
  - 6.2 6 in relation to the Intellectual Property part of the Charged Assets observe all covenants and obligations and maintain and renew all relevant registrations, permits and licences;
  - 6 2 7 institute, pursue and defend proceedings relating to the Charged Assets as required to protect their value and apply moneys from such proceedings in discharge of sums due to the Lenders,
  - 6 2 8 at its own expense, keep insured any of the Charged Assets to their full replacement value including professional fees with reputable insurers in the name of the Borrower or, at the Lenders' Representative request, the joint names of the Borrower and the Lenders;
  - 6 2 9 punctually pay all insurance premiums, have the Lenders interest noted on the policy and produce the insurance documents including any receipt on request of the Lenders' Representative . If the Borrower does not maintain insurance, the Lenders may do so at the Borrower's expense;
  - 6.2 10 punctually pay, and indemnify the Lenders against, all moneys due in respect of the Charged Assets,
  - 6 2 11 comply with all statutory, regulatory and other requirements applying to the Charged Assets except where actually or potentially adverse to the Lenders' interest, when the Borrower will immediately consult the

Lenders' Representative and make or join the Lenders' Representative in making such representations as the Lenders' Representative may request;

6.2 12 deposit with the Lenders or their nominee all deeds and documents of title relating to all land, buildings and other real property belonging to the Borrower, all certificates and documents of title relating to the Securities and all other documents relating to the Charged Assets as the Lenders' Representative may request; or

6.2 13 if requested by the Lenders' Representative, ensure that each subsidiary of the Borrower guarantees to the Lenders payment of all monies covenanted to be paid under this Deed and charge its undertaking, property and assets to secure such payment in such manner as the Lenders' Representative may request.

## **7. LIABILITY OF BORROWER**

7.1 The Borrower's liability in respect of the Secured Liabilities shall not be discharged or prejudiced by:

7 1 1 the renewal, determination, variation or increase of the loan under the Loan Agreement or the acceptance or variation of any compromise, arrangement or settlement or the omission to claim or enforcement of payment from any other person by the Lenders, or

7 1 2 any security, guarantee, indemnity, remedy or other right held by or available to the Lenders being or becoming wholly or partially illegal, void or unenforceable on any ground; or

7 1 3 any other act or omission (except where such act or omission is the Lenders' act or omission) which but for this provision might have discharged or otherwise prejudiced the liability of the Borrower.

7.2 The Borrower may not require the Lenders to:

7 2 1 enforce any security or other right; or

7 2 2 claim any payment from; or

7.2 3 otherwise proceed;

against any other person before enforcing this Deed against the Borrower.

## **8. ENFORCEMENT**

The Lenders may enforce this Deed at any time after:

8 1 the occurrence of an Event of Default;

8 2 the floating charge has crystallised under clause 4,

8 3 there has occurred any event which in the Lenders' Representative's reasonable opinion is actually or potentially adverse to the Borrower, or

8.4 there has occurred any other event which in the Lenders' Representative's reasonable opinion is actually or potentially jeopardises the security created by this Deed

**9. APPOINTMENT, POWERS AND REMOVAL OF RECEIVERS**

9.1 At any time after the security created by this Deed becomes enforceable the Lenders' Representative may without further notice appoint in writing any one or more persons to be a receiver or a receiver and manager. Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise).

9.2 The Lender may determine the remuneration of the Receiver.

9.3 The appointment of a Receiver will not preclude the Lenders' Representative from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed receiver continues to act or not.

9.4 The Receiver will be the agent of the Borrower and the Borrower will be solely liable for the acts, defaults, and remuneration of the Receiver unless and until the Borrower goes into liquidation after which the receiver shall act as principal. In no event will the Receiver become the agent of the Lenders.

9.5 The Receiver will have and be entitled to exercise all the powers set out in Schedule 1 and Schedule 2 to the Insolvency Act 1986 and the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Borrower

9.5.1 in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration;

9.5.2 to grant options, licences or any other whatsoever in the Charged Assets,

9.5.3 to sever fixtures from and to repair, improve and make any alterations to, the Charged Assets;

9.5.4 to exercise any voting rights appertaining to the Borrower;

9.5.5 to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of the Deed, and

9.5.6 to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same;

9.6 Neither the Lenders nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver.

9.7 Section 109 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

**10. POWERS OF SALE, LEASING ETC**

- 10 1 Section 103 of the Law of Property Act 1925 shall not apply to this Deed but the statutory power of sale will as between the Lenders and a purchaser arise on and be exercisable at any time after the execution of this Deed but the Lenders will not exercise such power unless the security created by this Deed has become enforceable or after the appointment of a Receiver under clause 9.
- 10 2 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lenders are extended to allow the Lenders to grant or surrender leases of any land vested in the Borrower or in which it has an interest on such terms and conditions as the Lenders' Representative may think fit provided that the security constituted by this Deed has become enforceable.
- 10.3 The statutory power of sale exercisable by the Lenders is extended to allow the Lenders to sever any fixtures from the land and sell them separately
- 10 4 No person dealing with the Lenders or a Receiver, its agents or delegates will be concerned with whether this Deed has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due upon this Deed, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lenders or the Receiver, or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly
- 10.5 Section 93 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates

**11. ATTORNEY**

- 11.1 By way of security the Borrower irrevocably appoints the Lenders' Representative, whether or not a Receiver has been appointed, and any Receiver separately as Borrower's attorney with full power to appoint substitutes and to delegate in its name and on its own behalf and as its act and deed or otherwise at any time after this security has become enforceable to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act that may be required of the Borrower under this Deed, or may be deemed by such attorney necessary or desirable for any purpose of this Deed or to enhance or perfect the security intended to be constituted by such attorney or to convey or transfer legal ownership of any Charged Assets.
- 11 2 The Borrower will ratify and confirm all transactions entered into by the Lenders' Representative or Receiver in the proper exercise of their powers in accordance with this Deed and all transactions entered into by the Lenders' Representative or the Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid.



**12. APPLICATION OF MONEYS RECEIVED**

**12.1** Any money received under this Deed will, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:

**12.1.1** in satisfaction of all costs, charges and expenses incurred and payments made by the Lenders and/or the Receiver and of the remuneration of the Receiver;

**12.1.2** in or towards satisfaction of the Secured Liabilities; and

**12.1.3** as to the surplus, if any, to the person or persons entitled to it

**13. INDEMNITY**

**13.1** The Borrower will indemnify the Lenders against all and any costs, charges and expenses arising:

**13.1.1** out of any of the assets charged or assigned pursuant to clause 3 resulting in the Borrower or the Lenders or the Receiver infringing or allegedly infringing any third party rights; and

**13.1.2** in relation to any proceedings referable to the Borrower brought against the Lenders and/or the Receiver or to which the Lenders and/or the Receiver may be joined whether as the plaintiff or defendant that relate to any of the Charged Assets.

**13.2** The Borrower agrees that if it fails to pay any moneys in respect of the Charged Assets or to take (or not take) any action which might diminish the value of the Charged Assets to the Lenders, the Lenders may pay such monies or take such action and recover the cost from the Borrower.

**13.3** The Borrower indemnifies the Lenders and their employees and agents fully at all times against any claim, liability, loss or expense incurred by the Lenders directly or indirectly as a result of any delay or failure of the Borrower in complying with clause 6 or with any law, regulation, directive or code of practice applicable to the Borrower or to its business or the Charged Assets or relating to the protection of the environment or to health and safety matters.

**13.4** Without prejudice to the generality of this clause the costs recoverable by the Lenders and/or any Receiver under this Deed shall include:

**13.4.1** all reasonable costs incurred by the Lenders and the beneficiaries in preparing and administering this Deed or perfecting the security created by it;

**13.4.2** all reasonable costs, whether or not allowable on a taxation by the courts, of all proceedings for the enforcement of this Deed or for the recovery or attempted recovery of the Secured Liabilities; and

**13.4.3** all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this Deed

- 13.5 Any overdue amounts secured by the Deed will carry interest at the Default Rate Interest will accrue on a day-to-day basis to the date of repayment in full and, if unpaid, will be compounded with quarterly rates on the usual quarter days Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment
- 13.6 Money received or held by the Lenders pursuant to this debenture may, from time to time after demand of all or any part of the Secured Liabilities has been made, be converted into such currency as the Lenders consider necessary or desirable to discharge the Secured Liabilities in that currency at the Lenders' then prevailing spot rate of exchange, as conclusively determined by the Lenders' Representative, for purchasing the currency to be acquired with the existing currency
- 14. RELEASE**
- 14.1 Subject to clause 14.2 below, the Lenders will, at the request and cost of the Borrower, execute all documents as the Borrower may reasonably require to release the Charged Assets from the security constituted by this Deed.
- 14.2 Any release, discharge or settlement between the Lenders and the Borrower will be conditional upon no payment or security received by the Lenders in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise.
- 15. CONTINUING SECURITY**
- 15.1 This Deed will remain as continuing security in favour of the Lenders, regardless of the settlement of any account or any other matter whatever and will be without prejudice and in addition to any and all other rights, remedies or security which is or are in place now or in the future in respect of any Charged Assets in favour of the Lenders for the payment of an Indebtedness.
- 16. FURTHER SECURITY**
- The Borrower will on the demand of the Lenders' Representative execute and deliver to the Lenders' Representative at the cost of the Borrower any document that the Lenders' Representative reasonably requires further to secure the payment of the Secured Liabilities, or to create, enhance or perfect any fixed security over any of the Charged Assets or to give full effect to this debenture or to vest title to any of the Charged Assets in the Lenders or the Lenders' nominee or any purchaser.
- 17. MISCELLANEOUS**
- 17.1 Survival**
- Notwithstanding termination of this Deed, any provisions which have not been fully implemented or performed remain in full force and effect and will continue to bind, and to be enforceable against the relevant party and will not be extinguished or affected by any other event or matter except a specific and duly authorised written waiver or release of the other party to this Deed

**17.2 Variation**

Variations to this Deed will only have effect when agreed in writing by the parties' authorised representatives including the Lenders' Representative.

**17.3 Severability**

The unenforceability of any part of this Deed will not affect the enforceability of any other part

**17.4 Waiver**

Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

**17.5 Consent**

Consent by a party, where required, will not prejudice its future right to withhold similar consent.

**17.6 Further assurance**

Each party will, at its own cost do all further acts and execute all further documents necessary to give effect to this Deed.

**17.7 Rights of third parties**

This Deed is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

**17.8 Assignment and subcontracting**

17.8.1 The Lender may assign any of its rights under this Deed or transfer all its rights or obligations by novation to another bank or financial institution. The consent of the Borrower is required for an assignment or transfer by the Lender.

17.8.2 The Borrower may not assign any of its rights or transfer any rights or obligations under this Deed

**17.9 Entire agreement**

This Deed and documents referred to in it represent the entire agreement between the parties and supersede all previous agreements, term sheets and understandings relating to the Loan whether written or oral

**17.10 Succession**

This Deed will bind and benefit each party's successors and assignees

**17.11 Counterparts**

This Deed may be signed in any number of separate counterparts. Each, when executed and delivered by a party, will be an original, all counterparts will together constitute one instrument

**18. NOTICES**

**18.1** Notices under this Deed will be in writing and sent to the persons and addresses in clause 18.2. They may be given, and will be deemed received

**18.1.1** by first-class post: two Business Days after posting;

**18.1.2** by airmail: seven Business Days after posting,

**18.1.3** by hand on delivery;

**18.1.4** by facsimile. on receipt of a successful transmission report from the correct number;

**18.1.5** by email. on receipt of a delivery return mail from the correct address.

**18.2** Notices will be sent:

**18.2.1** to the Borrower at Andrew Firth, Newton Bank, Newton Le Willows, Bedale, North Yorkshire, DL8 1TE; and

**18.2.2** to the Lender at: Richard France, Appleton House, Main Street, Appleton Roebuck, York, YO23 7DG

**19. CONFIDENTIAL INFORMATION**

**19.1** The Lenders may disclose:

**19.1.1** on a confidential basis to a subsidiary and any actual or potential assignee, transferee or sub-participant of its rights or obligations under this agreement in addition to any publicly available information such information about the Borrower and its subsidiaries as the Lenders shall consider appropriate; and

**19.1.2** any information about the Borrower and its subsidiaries to any person to the extent that it is required to do so by any applicable law, regulation or court order

**19.2** Subject to clause 19.1, neither party will, without the other's prior written consent, disclose:

**19.2.1** the existence or terms of this Deed;

**19.2.2** any information relating to the customers, suppliers, methods, products, plans, finances, trade secrets or otherwise to the business or affairs of the other party which is obviously confidential or has been identified by the other party as such, and

**19.2.3** any information developed by either party in performing its obligations under, or otherwise pursuant to this Deed,

**19.2.1, 19.2.2 and 19.2.3 together Confidential Information.**

**19.3** Neither party will use the other's Confidential Information except to perform this Deed

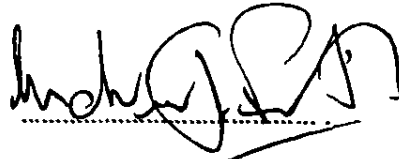
- 19.4 Disclosure of Confidential Information may be made to a party's:
- 19.4.1 officers;
  - 19.4.2 employees;
  - 19.4.3 professional advisers; and
  - 19.4.4 consultants and other agents,
- on condition that the party disclosing is responsible for compliance with the obligations of confidence hereunder.
- 19.5 Confidential Information does not include information which:
- 19.5.1 is or becomes public other than by breach of this Deed;
  - 19.5.2 was known to the other party before this Deed without breach of confidence,
  - 19.5.3 is independently developed by or becomes available to the other party without using any information supplied by the first party; or
  - 19.5.4 is required to be disclosed by law or regulatory authority
- 19.6 On termination of this Deed all confidential and other information relating to or supplied by a party and which is or should be in the other's possession will be returned by the other or (at the first party's option) destroyed and certified as destroyed.
- 19.7 This clause 19 will remain in force for a period of five years from the date of this Deed.
- 20. GOVERNING LAW AND JURISDICTION**
- 20.1 This Deed is governed by the laws of England and Wales.
- 20.2 The parties will submit to the exclusive jurisdiction of the courts of England
- IN WITNESS WHERE OF** the Party have executed and delivered this Deed on the day and year first above written.

## **SCHEDULE 1**

### **ASSETS CHARGED BY WAY OF FIXED CHARGE**

- 1 All shares held by the Borrower in any other company whether a subsidiary or not.
2. All or any stocks, shares (other than those described in paragraph 1 above), bonds and securities of any kind (marketable or otherwise), negotiable instruments, warrants, loan notes and any other financial instruments held by the Borrower.
3. All dividends, allotments, options, bonuses, rights issues, offers, benefits and advantages accruing, arising or offered in respect of the shares and investments described in paragraphs 1 and 2 above.
- 4 All fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment of the Borrower and the benefit of any agreements, licences and warranties in respect thereof
5. All book debts of the Borrower arising in the ordinary course of its business and all benefits, security and rights held in or to secure the payment of the book debts
- 6 All debts and moneys due or payable to the Borrower except those referred to in paragraph 5 above including all amount standing credit of the Borrower's bank accounts
7. All present and future goodwill in the Borrower.
8. All rights under any agreement to which the Borrower is a party which has not been assigned to the Lenders

Executed as a deed by **FIRTH AND CO WINE MERCHANT LIMITED** acting by a director, in the presence of:



Witness signature



Witness name

Sectabap Samhhi

Address

Hanover House, 21 Clarendon Road, Leam, W2 9WE

Occupation

Solicitor

Executed as a deed by **RICHARD FRANCE** in the presence of:

.....

Witness signature

.....

Witness name

.....

Address

.....

Occupation

.....

Executed as a deed by **PAUL CADDICK** in the presence of:

.....

Witness signature

.....

Witness name

.....

Address

.....

Occupation

.....

Executed as a deed by **FIRTH AND CO WINE MERCHANT LIMITED** acting by a director, in the presence of.

.....

Witness signature

.....

Witness name

.....

Address

.....

Occupation

.....

Executed as a deed by **RICHARD FRANCE** in the presence of:



Witness signature

H. Shu .....

Witness name

HOLLIE SHACKLETON

Address

21 GLADSTONE ST, HG 2 80G

Occupation

SURVEYOR

Executed as a deed by **PAUL CADDICK** in the presence of:

.....

Witness signature

.....

Witness name

.....

Address

.....

Occupation

.....



Executed as a deed by **FIRTH AND CO  
WINE MERCHANT LIMITED** acting by a  
director, in the presence of

.....

Witness signature

.....

Witness name

.....

Address

.....

Occupation

.....

Executed as a deed by **RICHARD  
FRANCE** in the presence of

.....

Witness signature

.....

Witness name

.....

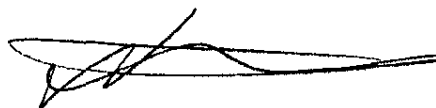
Address

.....

Occupation

.....

Executed as a deed by **PAUL CADDICK**  
in the presence of



.....

Witness signature

..... *Paul Caddick* .....

Witness name

..... *Paul Andrew Bennett* .....

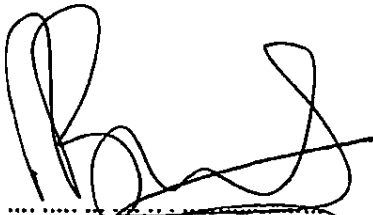
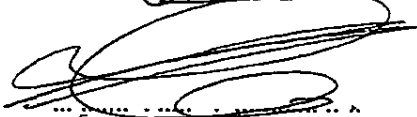
Address

..... *11, Green View, Camrau, Doncaster* .....

Occupation

..... *Accountant* .....

Executed as a deed by **RICHARD BOOTHROYD** in the presence of:

  
.....  
  
.....

Witness signature

Witness name

Address

Occupation

Victoria Young

H. WENTVALE COURT, WENTBRIDGE, WF8 3JR

PA. S.O. CHAIRMAN

Executed as a deed by **BILL CALVERT** in the presence of:

.....

Witness signature

.....

Witness name

.....

Address

.....

Occupation

.....

Executed as a deed by **RICHARD  
BOOTHROYD** in the presence of.

.....

Witness signature

.....

Witness name

.....

Address

.....

Occupation

.....

Executed as a deed by **BILL CALVERT** in  
the presence of

*B. Calvert*  
.....

Witness signature

*L. Atkinson*  
.....

Witness name

*Liz Atkinson*  
.....

Address

*29-33 Westgate 4157 10/2*  
.....

Occupation

*Accountant*  
.....