



**Registration of a Charge**

Company name: **Barwood General Partner 2012 Limited**

Company number: **08235733**



X626F362

Received for Electronic Filing: **14/03/2017**

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**Details of Charge**

Date of creation: **13/03/2017**

Charge code: **0823 5733 0001**

Persons entitled: **JACOBS DOUWE EGBERTS OPS GB LIMITED**

Brief description: **PART OF THE AT RUSCOTE AVENUE, BANBURY, OXON AS CONTAINED  
UNDER LAND REGISTRY TITLE NUMBER ON9734**

**Contains fixed charge(s).**

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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: **WJS**



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

Company number: 8235733

Charge code: 0823 5733 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2017 and created by Barwood General Partner 2012 Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2017 .

Given at Companies House, Cardiff on 15th March 2017

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 13<sup>n</sup> March 2017

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**BARWOOD COMMERCIAL PROPERTY  
LIMITED PARTNERSHIP**

(1)

**AND**

**JACOBS DOUWE EGBERTS OPS GB LIMITED**

(2)

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**LEGAL CHARGE**

**(Works)**

**relating to land at Ruscote Avenue, Banbury,  
Oxon**

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THIS DEED is made on

13<sup>th</sup> March

2017

**BETWEEN:**

- (1) **BARWOOD COMMERCIAL PROPERTY LIMITED PARTNERSHIP** (LP number 15224) whose registered office is at Grange Park Court, Roman Way, Grange Park, Northampton NN4 5EA acting by its general partner **BARWOOD GENERAL PARTNER 2012 LIMITED** (company number 08235733) whose registered office is at Grange Park Court, Roman Way, Northampton, Northamptonshire NN4 5EA (the "**Chargor**")
- (2) **JACOBS DOUWE EGBERTS OPS GB LIMITED** (Company Number 09401139) whose registered office is at Ruscote Avenue, Banbury, Oxfordshire OX16 2QU (the "**Chargee**")

**BACKGROUND**

- (A) By the Transfer, the Chargee transferred the Property to the Chargor for the consideration stated in the Transfer.
- (B) In the Agreement for Sale the Chargor agreed that it will carry out certain works defined as Separation Works in the Agreement for Sale.
- (C) It was agreed that this Deed should be executed by the Chargor in order to secure the carrying out of such Separation Works by the Chargor.

The Chargee and the Chargor agree as follows:

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

**1925 Act**

the Law of Property Act 1925;

**Agreement for Sale**

the sale agreement dated 3<sup>rd</sup> December 2014 as amended by a Supplemental Agreement dated 29 November 2016 and a Second Supplementary Agreement ~~of even date~~ and made between Mondelez UK Limited (1) and the Chargor (2) and a Deed of Novation of even date and made between Mondelez UK Limited (1) the Chargee (2) and the Chargor (3);

**Events of Default**

the events or circumstances described in Schedule 3 (*Events of Default*) and "**Event of Default**" shall be construed accordingly;

**Party**

any party to this Deed and "**Parties**" shall be construed accordingly;

**Property**

the land briefly described in Schedule 1 (*the Property*) which has been transferred by the Chargee to the Chargor

FF  
dated  
28<sup>th</sup> Feb  
2017

by the Transfer;

<b>Receiver</b>	any one or more receivers and/or managers appointed by the Chargee pursuant to this Deed in respect of the Chargor or over all or any part of the Property;
<b>Remedial Measures</b>	shall have the meaning ascribed by paragraph 3.3 of Schedule 4 of the Agreement for Sale;
<b>Secured Obligations</b>	the Chargee undertaking the Separation Works in accordance with clause 12 of the Agreement for Sale and in the event the Chargee fails to do so the costs incurred by the Chargor in undertaking the Remedial Measures up to the sum of One Million Four Hundred and Fifty Four Thousand Two Hundred and Eighty Three Pounds;
<b>Separation Works</b>	the works to be carried out by the Chargor as set out in clause 12 of the Agreement for Sale;
<b>Transfer</b>	the transfer dated of even date made between the Chargee (1) and the Chargor (2);
<b>VAT</b>	value added tax as referred to in the Value Added Tax Act 1994; and
<b>Working Day</b>	any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

## 1.2 Interpretation

In this Deed:

- (a) the clause headings shall not affect its construction;
- (b) words importing only one gender shall include the other genders;
- (c) words importing the singular shall include the plural and vice versa;
- (d) every reference to any clause number or Schedule shall be a reference to that clause of or Schedule to this Deed;
- (e) every reference to any legislation in this Deed shall be deemed to refer to any statutory amendment or modification or re-enactment for the time being in force;
- (f) references to the Property include any part of the Property;
- (g) the expressions "Chargee" and "Chargor" include their respective successors, and (in the case of the Chargee) its transferees and assignees;
- (h) where the expression "Chargor" includes more than one person the expression shall include each and all of such persons as the context may permit, and each such

person shall be jointly and severally liable under this Deed; and

- (i) where any term in this Deed is not defined in it then that term shall have the meaning ascribed to it in the Agreement for Sale.

## **2 COVENANT TO CARRY OUT WORKS**

The Chargor covenants that it will carry out the Separation Works in accordance with clause 12 of the Agreement for Sale.

## **3 CHARGE**

The Chargor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations charges the Property to the Chargee by way of legal mortgage.

## **4 UNDERTAKINGS**

The Chargor covenants that during the continuance of this security it will comply with the undertakings set out in Schedule 2 (*Undertakings*).

## **5 FURTHER ASSURANCE**

The Chargor covenants that it shall (if and when required by the Chargee) do all such acts and things as the Chargee shall from time to time reasonably require to perfect or protect the security intended to be created by this Deed over the Property or to facilitate the realisation of the security.

## **6 CERTAIN POWERS OF THE CHARGE: ENFORCEMENT**

### **6.1 Powers of Enforcement**

At any time on or after an Event of Default or if requested by the Chargor, the Chargee may, without further notice, without the restrictions contained in the 1925 Act and whether or not a Receiver shall have been appointed, exercise:

- (a) all the powers conferred upon mortgagees by the 1925 Act as varied or extended by this Deed; and
- (b) all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

### **6.2 Statutory Power of Leasing**

Following an Event of Default, the Chargee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Chargee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the 1925 Act.

## **7 APPOINTMENT AND POWERS OF RECEIVER**

### **7.1 Appointment**

- (a) At any time after an Event of Default or if requested by the Chargor, the Chargee may by instrument in writing executed as a deed appoint any qualified person to be a Receiver of the Property.
- (b) Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Chargee may specify to the contrary in the appointment.
- (c) The Chargee may (subject, where relevant, to section 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.

### **7.2 Receiver as Agent**

Any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration.

### **7.3 Powers of Receiver**

- (a) Any Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the 1925 Act, without the restrictions contained in section 103 of the 1925 Act) and power on behalf and at the expense of the Chargor to do or omit to do anything which the Chargor could do or omit to do in relation to the Property.
- (b) Without limitation to the powers referred to in paragraph (a) a Receiver shall have power to:
  - (i) take possession of, collect and get in all or any of the Property;
  - (ii) manage, develop, alter, improve or reconstruct the Property;
  - (iii) buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage;
  - (iv) acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Property;
  - (v) without the restrictions imposed by section 103 of the 1925 Act or the need to observe any of the provisions of sections 99 and 100 of the 1925 Act, sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with the Property in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with the Property in the name and on behalf of the Chargor or otherwise;
  - (vi) make and effect such repairs or renewals to the Property as he may think fit and maintain, renew, take out or increase insurances;



200m 100m 0m 100m 200m 300m  
Scale Bar 1:2500



A 19.01.17 RED LINE REVISED TO COMMENTS  
REV DATE NOTES CHK

Client  
DB SYMMETRY

Project  
JDE  
RUSCOTE AVENUE  
BANBURY

Drawing Title  
WAREHOUSE TRANSFER PLAN

Drawn	Checked	Project Size	Scale	Date
CW	W	A2	1:1250	05.01.17
Project No.	Drawing No.	Revision		
14334	8001	A		

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- (vii) appoint managers, agents, officers and employees for any of the purposes referred to in this clause 7.3 (*Powers of Receiver*) or to guard or protect the Property at such salaries and commissions and for such periods and on such terms as he may determine;
- (viii) without any further consent by or notice to the Chargor exercise for and on behalf of the Chargor all the powers and provisions conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to security of tenure or rents or agriculture in respect of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- (ix) institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Property or submit to arbitration as he may think fit; and
- (x) sign any document, execute any deed and do all acts and things as may be considered by him to be incidental or conducive to any of the powers in this clause 7.3 (*Powers of Receiver*) or to the realisation of the security created by or pursuant to this Deed and to use the name of the Chargor for all these purposes.

#### **7.4 Remuneration**

- (a) The Chargee may from time to time determine the remuneration of any Receiver and s109(6) of the 1925 Act shall be varied accordingly.
- (b) A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

### **8 APPLICATION OF PROCEEDS: PURCHASERS**

#### **8.1 Application of Proceeds**

All moneys received by the Chargee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Chargee in its absolute discretion may from time to time determine.

#### **8.2 Protection of Purchasers**

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Chargee or any Receiver to exercise any of the powers conferred by this Deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

#### **8.3 No Liability as Mortgagee in Possession**

Neither the Chargee nor any Receiver shall be liable to account as mortgagee in possession in respect of the Property or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable.

**9 RELEASE**

The Chargee will release the Property from this Deed and charge on the Certificate Date as defined in Schedule 4 of the Agreement for Sale.

**10 MISCELLANEOUS**

**10.1 Remedies Cumulative**

No failure or delay on the part of the Chargee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

**10.2 Successors and Assigns**

Any appointment or removal of a Receiver under clause 7 (*Appointment and Powers of Receiver*) and any consents under this Deed may be made or given in writing signed by or on behalf of any successors or assigns of the Chargee.

**10.3 Unfettered Discretion**

Any liability or power which may be exercised or any determination which may be made under this Deed by the Chargee may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.

**10.4 Provisions Severable**

Each provision of this Deed is severable and distinct from the others and, if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired.

**11 NOTICES**

**11.1 Form of Notices**

Any notice served under this Deed is to be:

- (a) in writing;
- (b) signed by or on behalf of the Party giving it; and
- (c) delivered by hand, first-class post, pre-paid or recorded delivery at the address of the Party on whom it is served set out above or such other address which it may notify in writing to the other Parties at any time.

## **11.2 Time of Receipt**

If a notice is received after 4.00 pm on a Working Day, or on a day which is not a Working Day, it is to be treated as having been received on the next Working Day.

## **11.3 Deemed Receipt**

Unless the time of actual receipt is proved, a notice served by the following means is to be treated as having been received:

- (a) if delivered by hand, at the time of delivery; or
- (b) if sent by post, on the second Working Day after posting.

## **12 ENFORCEMENT**

### **12.1 Governing Law**

This Deed and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) shall be governed by the law of England and Wales.

### **12.2 Jurisdiction**

Subject to any provision of this Deed which expressly permits or requires some other means of dispute resolution to be used, each Party irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales in respect of any matter, dispute or claim arising out of or in connection with this Deed (whether contractual or non-contractual in nature).

## **13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Each Party confirms that no term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

**THIS DOCUMENT** has been executed as a deed by the Parties but is not delivered until dated.

## **SCHEDULE 1**

### **The Property**

The freehold property being the land shown edged red on the plan attached and being part of the land registered at the Land Registry under title number ON9734.

## **SCHEDULE 2**

### **Undertakings**

#### **1 COMPLIANCE WITH COVENANTS ETC**

Observe and perform all covenants affecting the Property (whether imposed by agreement, statute or otherwise).

#### **2 PROPERTY OUTGOINGS**

Punctually pay, or cause to be paid, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of the Property or by the owner or occupier of it.

#### **3 ORDERS AND PROPOSALS**

Within seven days of receipt send to the Chargee copies of any notice or order (or proposal for the same) given issued or made to the Chargor by any local or other authority whether under agreement, statute or otherwise relating to the Property.

## **SCHEDULE 3**

### **Events of Default**

#### **1 BREACH OF OBLIGATIONS OF THE CHARGE**

The Chargor entering upon the Property to carry out any Remedial Measures in accordance with paragraph 3.5 of Schedule 4 of the Agreement for Sale or to comply with the Secured Obligations.

#### **2 INSOLVENCY**

The Chargor is deemed unable to pay its debts within the meaning of section 123(1)(a), (b), (e) or (2) Insolvency Act 1986 or otherwise becomes insolvent or stops or suspends making payments with respect to all or any class of its debts or announces an intention to do so or the Chargor (being an individual) dies or becomes mentally disordered or has a bankruptcy petition presented against him/her or has an interim order or bankruptcy order made against him/her (in each case within the meaning of the Insolvency Act 1986).

#### **3 APPOINTMENT OF RECEIVERS AND MANAGERS**

An administrative or other receiver is appointed of or any part of the assets and/or undertaking of the Chargor or any other steps are taken to enforce any security over all or any part of the assets of the Chargor.

#### **4 COMPOSITIONS**

Any steps are taken, or negotiations commenced, by the Chargor or by any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the Chargor and any of its creditors.

#### **5 WINDING UP**

Any petition is presented or other step is taken for the purpose of winding up the Chargor or an order is made or resolution passed for the winding up of the Chargor or a notice is issued convening a meeting for the purpose of passing any such resolution.

#### **6 ADMINISTRATION**

Any petition is presented or other step is taken for the purpose of the appointment of an administrator of the Chargor or an administration order is made in relation to the Chargor.

SIGNED as a DEED by  
BARWOOD COMMERCIAL PROPERTY  
LIMITED PARTNERSHIP  
acting by its general partner  
BARWOOD GNEERAL PARTNER  
2012 LIMITED

Authorised signatory



Witness signature



Witness name

JACQUELINE WILBOURN

Witness address

GRANGE PARK COURT  
ROMAN WAY  
NORTHAMPTON  
NN4 5EA