



**Registration of a Charge**

Company name: **A.F.BLAKEMORE AND SON LIMITED**

Company number: **00391135**



X9HFRIM8

Received for Electronic Filing: **09/11/2020**

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**Details of Charge**

Date of creation: **06/11/2020**

Charge code: **0039 1135 0013**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **LAND AT UNIT 9 PIONEER COURT, MORTON PALMS BUSINESS PARK,  
DARLINGTON DL1 4WB REGISTERED UNDER TITLE NUMBER DU329988**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT  
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**SANDRA JUOZAITIENE**



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

Company number: 391135

Charge code: 0039 1135 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2020 and created by A.F.BLAKEMORE AND SON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th November 2020 .

Given at Companies House, Cardiff on 10th November 2020

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

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**Dated:** 6 November 2020

- (1) A.F. BLAKEMORE AND SON LIMITED as Original Chargor  
(2) LLOYDS BANK PLC as Security Trustee
- 

**Supplemental Mortgage**

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Supplemental mortgage in connection with a security agreement dated 24 April 2020

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

*Eversheds Sutherland (International) LLP*

Date: 06/11/2020

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

This Supplemental Mortgage is made on 6 November 2020 between:

- (1) **A.F. BLAKEMORE AND SON LIMITED** a company incorporated in England and Wales with registered number 00391135 whose registered address is Long Acres Ind Est, Rosehill, Willenhall, West Midlands, WV13 2JP (the "**Original Chargor**"); and
- (2) **LLOYDS BANK PLC** as security trustee for the Secured Parties appointed under the Intercreditor Agreement (the "**Security Trustee**").

## 1. INTERPRETATION

### 1.1 Definitions

In this Supplemental Mortgage:

**"Charged Account"** means each account listed in Part III of Schedule 1 (*Details of Secured Property*).

**"Debtors"** has the meaning given to that term in the Intercreditor Agreement.

**"Debt Documents"** means each of the Intercreditor Agreement, the Hedging Agreements, the Senior Finance Agreements, the Security Documents (as each such term is defined in the Intercreditor Agreement) and any other document designated as such by the Security Trustee and the Original Chargor.

**"Facility Agreement"** means the facilities agreement originally dated 18 March 2011, between amongst others (1) the Original Chargor (2) the subsidiaries of the Original Chargor listed in part I schedule 1 thereto as the Original Borrowers (3) the subsidiaries of the Original Chargor listed in part I schedule 1 therein as the Original Guarantors (4) Lloyds Bank Plc and Barclays Bank PLC as the Arrangers (5) the financial institutions listed in part II of schedule 1 therein as the Original Lenders (6) Lloyds Bank Plc as the Agent (7) Lloyds Bank Plc as the Security Trustee and (8) Lloyds Bank Plc and Barclays Bank PLC as the Original Hedge Counterparties, as amended and restated, pursuant to a deed of amendment and restatement dated 7 March 2014, as amended pursuant to a consent and amendment letter dated 6 July 2015, as amended and restated pursuant to a deed of amendment and restatement dated 31 August 2016 and as amended pursuant to amendment agreements dated 31 July 2017, 30 July 2018, 17 December 2018, 25 April 2019 and 31 July 2019 and as further amended by a deed of amendment and restatement dated 24 April 2020.

**"Intercreditor Agreement"** means the intercreditor agreement dated 24 April 2020 and made between, among others, the Original Chargor, the Debtors, Harriet Holdings Limited as Junior Creditor, the Intra-Group Lenders and the Finance Parties.

**"Intra-Group Lenders"** has the meaning given to that term in the Intercreditor Agreement.

**"Mortgaged Property"** means the Real Property listed in Part I of Schedule 1 (*Details of Secured Property*).

**"Secured Obligations"** means all present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under any of the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

**"Secured Property"** means the assets of the Original Chargors which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Mortgage.

**"Security Agreement"** means a security agreement dated 24 April 2020 between the Original Chargors and the Security Trustee.

### 1.2 Construction

In this Supplemental Mortgage:

- 1.2.1 unless a contrary indication appears, terms defined in the Facility Agreement and the Security Agreement have the same meaning in this Supplemental Mortgage;
- 1.2.2 the provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:
  - 1.2.2.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and
  - 1.2.2.2 references to the Real Property listed in Part I of Schedule 2 (*Details of Charged Property*) to the Security Agreement shall be construed as references to Schedule 1 to this Supplemental Mortgage; and
- 1.2.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage.

### 1.3 **Incorporation of other terms**

The terms of the other Finance Documents and of any side letters between any of the parties to this Supplemental Mortgage are incorporated into this Supplemental Mortgage to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

### 1.4 **Third party rights**

- 1.4.1 Unless expressly provided to the contrary in this Supplemental Mortgage, a person who is not a party to this Supplemental Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Mortgage.
- 1.4.2 Notwithstanding any term of this Supplemental Mortgage, the consent of any person who is not a party to this Supplemental Mortgage is not required to rescind or vary this Supplemental Mortgage at any time.

## 2. **COVENANT TO PAY**

The Original Chargor, as principal debtor and not just as surety, covenants with the Security Trustee to pay or discharge the Secured Obligations in the manner provided for in the Debt Documents.

## 3. **GRANT OF SECURITY**

### 3.1 **Mortgage**

The Original Chargor charges by way of first legal mortgage the Mortgaged Property.

### 3.2 **Fixed charges**

The Original Chargor charges by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property;
- 3.2.2 all its plant and machinery situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*);

3.2.3 (save to the extent assigned under Clause 3.3 (*Assignment*)), all Associated Benefits relating to any of the Secured Property;

3.2.4 all its:

3.2.4.1 Charged Accounts; and

3.2.4.2 other accounts,

in each case maintained with a Secured Party and all monies (including interest) at any time standing to the creditor of such account.

### 3.3 **Assignment**

The Original Chargor assigns by way of security:

3.3.1 all its accounts maintained with any bank, financial institution or other person (other than a Secured Party) and all monies (including interest) at any time standing to the credit of such account; and

3.3.2 the Insurances listed in Part II of Schedule 1 (*Details of Secured Property*);

together with all Associated Benefits relating to the Secured Property.

### 4. **INCORPORATION OF PROVISIONS**

The terms of the Security Agreement apply to the Mortgaged Property to the extent that they apply to the Real Property listed in Part I of Schedule 2 (*Details of Charged Property*) of the Security Agreement and will be deemed to be incorporated into this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

4.1.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and

4.1.2 references to the Real Property listed in Part I of Schedule 2 (*Details of Charged Property*) to the Security Agreement shall be construed as references to Schedule 1 to this Supplemental Mortgage.

### 5. **RESTRICTION**

The Original Chargor shall ensure that a restriction in the following terms is entered on the register of title of the Mortgaged Property at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF THIS SUPPLEMENTAL MORTGAGE] in favour of Lloyds Bank Plc referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. The Original Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

### 6. **CONTINUATION**

6.1 Except as supplemented by this Supplemental Mortgage, the Security Agreement will remain in full force and effect.

6.2 On and from the date of this Supplemental Mortgage:

6.2.1 this Supplemental Mortgage and the Security Agreement shall be read and construed as one document and, in particular, the definition of "Secured Property" in the Security Agreement shall include the Secured Property; and

6.2.2 the Original Chargon acknowledges that references to a "Security Agreement" in the Facility Agreement are references to the Security Agreement as supplemented by this Supplemental Mortgage.

## **7. COUNTERPARTS**

This Supplemental Mortgage may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Supplemental Mortgage.

## **8. GOVERNING LAW**

This Supplemental Mortgage and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

## **9. JURISDICTION**

9.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

9.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Mortgage may argue to the contrary.

9.3 This Clause 9 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

**This Supplemental Mortgage is executed as a deed and delivered on the date stated at the beginning of this Supplemental Mortgage.**



## **SCHEDULE 1**

### **Details of Secured Property**

#### **Part I - Mortgaged Property**

<b>Address/description of the Real Property</b>	<b>Title number</b>
Unit 9 Pioneer Court, Morton Palms Business Park, Darlington DL1 4WB	DU329988

#### **Part II - Insurances**

<b>Brief description of policy, including policy number</b>	<b>Date of policy</b>	<b>Insurance company or underwriter (including address for service of notices)</b>
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]

#### **Part III Bank accounts**

<b>Name of Chargor</b>	<b>Original</b>	<b>Name or designation of bank account</b>	<b>Account Details</b>	<b>Name of institution and branch at which account held</b>
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EXECUTION of SUPPLEMENTAL MORTGAGE

The Original Chargor

Executed as a deed by **A.F. BLAKEMORE** )  
**AND SON LIMITED** acting by one director in )  
the presence of: )



Director **GEORGEY HALLAM**

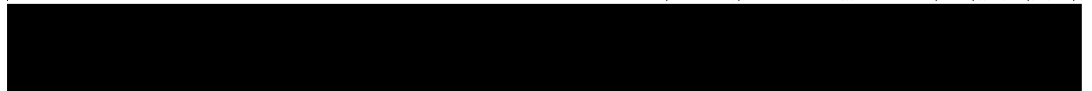
Name:

Witness signature:



Witness name: **MARY TITLEY**

Witness address:



**The Security Trustee:**

**LLOYDS BANK PLC**

By:

Address:

Email:

EVERSHEDS  
SUTHERLAND

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**Dated:** 6 November 2020

- (1) A.F. BLAKEMORE AND SON LIMITED as Original Chargor  
(2) LLOYDS BANK PLC as Security Trustee

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**Supplemental Mortgage**

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*Eversheds Sutherland (International) LLP*

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**SCHEDULE 1****Details of Secured Property****Part I – Mortgaged Property**

<b>Address/description of the Real Property</b>	<b>Title number</b>
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**Part II – Insurances**

<b>Brief description of policy, including policy number</b>	<b>Date of policy</b>	<b>Insurance company or underwriter (including address for service of notices)</b>
[                      ]	[                      ]	[                      ]
[                      ]	[                      ]	[                      ]

**Part III  
Bank accounts**

<b>Name of Chorgor</b>	<b>Original</b>	<b>Name or designation of bank account</b>	<b>Account Details</b>	<b>Name of institution and branch at which account held</b>
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**EXECUTION of SUPPLEMENTAL MORTGAGE**

**The Original Chargor**

Executed as a deed by **A.F. BLAKEMORE** )  
**AND SON LIMITED** acting by one director in )  
the presence of: ) .....  
**Director**  
**Name:**

Witness signature:  
  
Witness name:  
  
Witness address:

**The Security Trustee**

**LLOYDS BANK PLC**

By:



Address New Uberior House, 11 Earl Grey Street, Edinburgh, EH3 9BN

Email:

