

MR01

Particulars of a charge

laserform

192104/23



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the last page.

☒ **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 where there is no
instrument. Use form MR00

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registra**
21 days beginning with the day after the date of creation of
delivered outside of the 21 days it will be rejected unless it is
court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this
scanned and placed on the public record. **Do not send the**



A7WYØR7C
A23 11/01/2019 #16
COMPANIES HOUSE

FRIDAY

1

Company details

Company number 0 0 7 3 5 0 4 0

Company name in full English National Ballet

For official use

9

Filling 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 d0 d7 m0 m1 y2 y0 y1 y9

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 Barclays Bank PLC

Name

Name

Name

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

Brief description

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.

Brief description

The leasehold property known as Buliding F, Leamouth Peninsula Development Site, Leamouth Peninsula, London E16, in the course of registration at the Land Registry pursuant to clause 2 and as further described in the definition of Mortgaged Property of the accompanying copy 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.

5

Other charge or fixed security

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.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

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.

☒ Yes

☐ No

8

Trustee statement ①

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.

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here.

Signature

Signature

X

Simmons & Simmons LLP

PPM - 10.1.19

X

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 Amanda Gardam (001226-02232)

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country United Kingdom

DX DX Box No 12 Chancery Lane London

Telephone 020 7825 4815



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 735040

Charge code: 0073 5040 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th January 2019 and created by ENGLISH NATIONAL BALLET was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2019.

DX Given at Companies House, Cardiff on 16th January 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated: 7 January 2019
FMBK/001226-02232/SJXK/PPM
L_LIVE_EMEA1:41688326v1

Supplemental Mortgage

between

English National Ballet
as Chargor

and

Barclays Bank PLC
as Bank

WE CERTIFY THAT THE COPY
INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL INSTRUMENT

Simmons & Simmons LLP
Signed (firm name)

PPM
Initials of Signatory

10.1.19
Dated (DD/MM/YY)

Simmons & Simmons

Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom
T +44 20 7628 2020 F +44 20 7628 2070 DX Box No 12

THIS DEED is dated 7 January 2019 and made

BETWEEN:

- (1) **ENGLISH NATIONAL BALLET**, (registered number 00735040) (the "Chargor"); and
- (2) **BARCLAYS BANK PLC**, (the "Bank").

BACKGROUND:

- (A) The Chargor has entered into a security agreement dated 28 June 2017 (the "Security Agreement") between the Chargor and the Bank.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. **Interpretation**

1.1 **Definitions**

In this Deed terms defined in the Security Agreement have the same meaning unless given a different meaning in this Deed and:

"Charged Property" means all of the assets of the Chargor which from time to time are, or are expressed to be, subject to the Transaction Security.

"Mortgaged Property" means the leasehold property known as Building F, Leamouth Peninsula Development Site, Leamouth Peninsula, London E16, the subject of a lease dated ~~December 2018~~ 7 January 2019 between (1) Eco World – Ballymore London City Island Company Limited (company no. 117384) and (2) English National Ballet (company no. 00735040) and in the course of registration at the Land Registry.

"Secured Sums" means:

- (A) all money and liabilities now or in the future due, owing or incurred (before or after that demand) by the Chargor to the Bank in any manner, irrespective of whether the money and liabilities are due, owing or incurred actually or contingently, whether by the Chargor alone or jointly with any other person and whether the Chargor is a principal or a surety and includes and liability (secured or unsecured) of the Chargor's to a third party which subsequently becomes payable to the bank by assignment or otherwise; and
- (B) all interest, commission, fees, charges, costs and expenses which the Bank may charge to the Chargor in the course of the Bank's business or incur in respect of the Chargor or its affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment.

"Secured Party" means the Bank, a Receiver or any Delegate.

"Security Agreement" means the deed dated 28 June 2017 between the Chargor and the Bank.

1.2 **Construction**

- (A) Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed.
- (B) The other provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

2. **Creation of Security**

2.1 **Security generally**

All the Security created, or expressed to be created, under this Deed:

- (A) is created in favour of the Bank;
- (B) is created over the present and future assets of the Chargor;
- (C) is security for the payment of all the Secured Sums; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 **Land**

The Chargor charges by way of a first legal mortgage all estates or interest in the Mortgaged Property, including

- (A) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
- (B) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3. **Land**

3.1 **Charities Act 2011**

In respect of the land charged by the Chargor:

- (A) such land is held by the Chargor, a non-exempt charity, but this mortgage or charge is not one falling within section 124(9) of the Charities Act 2011 (the "Charities Act"), so the restrictions imposed by section 124 of the Charities Act apply; and
- (B) the directors of the charity, being the persons who have the general control and management of its administration certify that:
 - (1) they have power under the provisions establishing the charity and regulating its purposes and administration to effect this charge or mortgage; and
 - (2) they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

3.2 The Land Registry

The Chargor shall:

- (A) promptly and in any event within any applicable priority period, apply to the Land Registry to register the Transaction Security created or expressed to be created by this Deed;
- (B) promptly submit to the Land Registry the duly completed form RX1 requesting a restriction in the form specified by the Bank to be entered on the register of title to the Mortgaged Property in respect of the Transaction Security created or expressed to be created by this Deed;
- (C) promptly submit to the Land Registry a duly completed application to enter the obligation to make further loans or advances on the charges register of the Mortgaged Property; and
- (D) promptly pay all appropriate registration fees.

3.3 Deposit of title deeds

The Chargor shall deposit with the Bank all deeds and documents of title relating to the Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Chargor or procure that its solicitors provide the Bank with an undertaking to hold such documents to the order of the Bank in a form satisfactory to the Bank.

3.4 Investigation of title

The Chargor shall grant the Bank or its lawyers on request all facilities within its power to enable the Bank or its lawyers (at the expense of the Chargor) to:

- (A) carry out reasonable investigations of title to the Mortgaged Property; and
- (B) make such reasonable enquiries in relation to any part of the Mortgaged Property as a prudent mortgagee might carry out.

3.5 Title Information Document

On completion of the registration of any Transaction Security in respect of the Mortgaged Property, the Chargor shall promptly supply to the Bank a certified copy of the Title Information Document issued by the Land Registry.

4. Miscellaneous

With effect from the date of this Deed:

- (A) any reference in the Security Agreement to "this Deed" and similar phrases will include this Deed; and
- (B) any reference to "Mortgaged Property" will include a reference to the Mortgaged Property.

5. **Governing law**

This Deed and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

EXECUTION PAGE TO SUPPLEMENTAL MORTGAGE

The Chargor

Executed as a deed on behalf of

ENGLISH NATIONAL BALLET

acting by a director and its secretary ~~two directors~~

)

)

)

)



Director



~~Director/Secretary~~

Executed as a deed on behalf of the trustees by ~~SUE BUTLER~~
and ~~CAROLINE THOMSON~~, two of their number under
an authority conferred pursuant to section 333 of
the Charities Act 2011, in the presence of:

)

)

)

)

)



Authorised signatory

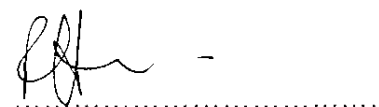


Authorised signatory

Signature of witness

Name (in BLOCK CAPITALS)

Address



PATRICK HARRISON

17 PRINCE OF WALES TERRACE

LONDON W8 5PQ

N. WOODS

NINA WOODS

5 CAMBOURNE AVENUE,
LONDON, W13 9QY

The Bank

Barclays Bank PLC

By:

Dated: 7 January 2019
FMBK/001226-02232/SJXK/PPM
L_LIVE_EMEA1 41688326v1

Supplemental Mortgage

between

English National Ballet
as Chargor

and

Barclays Bank PLC
as Bank

WE CERTIFY THAT, SAVE FOR THE MATERIAL REDACTED PURSUANT TO s.859G OF THE COMPANIES ACT 2006, THIS COPY INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

.....
Signed (firm name)

.....
Initials of Signatory

.....
Dated (DDMMYY)

Simmons & Simmons

Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom
T +44 20 7628 2020 F +44 20 7628 2070 DX Box No 12

THIS DEED is dated 7 January 2019 and made

BETWEEN:

- (1) **ENGLISH NATIONAL BALLET**, (registered number 00735040) (the "Chargor"); and
- (2) **BARCLAYS BANK PLC**, (the "Bank").

BACKGROUND:

- (A) The Chargor has entered into a security agreement dated 28 June 2017 (the "Security Agreement") between the Chargor and the Bank.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. **Interpretation**

1.1 **Definitions**

In this Deed terms defined in the Security Agreement have the same meaning unless given a different meaning in this Deed and:

"Charged Property" means all of the assets of the Chargor which from time to time are, or are expressed to be, subject to the Transaction Security.

"Mortgaged Property" means the leasehold property known as Building F, Leamouth Peninsula Development Site, Leamouth Peninsula, London E16, the subject of a lease dated ~~December 2018~~ 7 January 2019 between (1) Eco World – Ballymore London City Island Company Limited (company no. 117384) and (2) English National Ballet (company no. 00735040) and in the course of registration at the Land Registry.

"Secured Sums" means:

- (A) all money and liabilities now or in the future due, owing or incurred (before or after that demand) by the Chargor to the Bank in any manner, irrespective of whether the money and liabilities are due, owing or incurred actually or contingently, whether by the Chargor alone or jointly with any other person and whether the Chargor is a principal or a surety and includes and liability (secured or unsecured) of the Chargor's to a third party which subsequently becomes payable to the bank by assignment or otherwise; and
- (B) all interest, commission, fees, charges, costs and expenses which the Bank may charge to the Chargor in the course of the Bank's business or incur in respect of the Chargor or its affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment.

"Secured Party" means the Bank, a Receiver or any Delegate.

"Security Agreement" means the deed dated 28 June 2017 between the Chargor and the Bank.

1.2 Construction

- (A) Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed.
- (B) The other provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

2. Creation of Security

2.1 Security generally

All the Security created, or expressed to be created, under this Deed:

- (A) is created in favour of the Bank;
- (B) is created over the present and future assets of the Chargor;
- (C) is security for the payment of all the Secured Sums; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Land

The Chargor charges by way of a first legal mortgage all estates or interest in the Mortgaged Property, including

- (A) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
- (B) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3. Land

3.1 Charities Act 2011

In respect of the land charged by the Chargor:

- (A) such land is held by the Chargor, a non-exempt charity, but this mortgage or charge is not one falling within section 124(9) of the Charities Act 2011 (the "Charities Act"), so the restrictions imposed by section 124 of the Charities Act apply; and
- (B) the directors of the charity, being the persons who have the general control and management of its administration certify that:
 - (1) they have power under the provisions establishing the charity and regulating its purposes and administration to effect this charge or mortgage; and
 - (2) they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

3.2 The Land Registry

The Chargor shall:

- (A) promptly and in any event within any applicable priority period, apply to the Land Registry to register the Transaction Security created or expressed to be created by this Deed;
- (B) promptly submit to the Land Registry the duly completed form RX1 requesting a restriction in the form specified by the Bank to be entered on the register of title to the Mortgaged Property in respect of the Transaction Security created or expressed to be created by this Deed;
- (C) promptly submit to the Land Registry a duly completed application to enter the obligation to make further loans or advances on the charges register of the Mortgaged Property; and
- (D) promptly pay all appropriate registration fees.

3.3 Deposit of title deeds

The Chargor shall deposit with the Bank all deeds and documents of title relating to the Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Chargor or procure that its solicitors provide the Bank with an undertaking to hold such documents to the order of the Bank in a form satisfactory to the Bank.

3.4 Investigation of title

The Chargor shall grant the Bank or its lawyers on request all facilities within its power to enable the Bank or its lawyers (at the expense of the Chargor) to:

- (A) carry out reasonable investigations of title to the Mortgaged Property; and
- (B) make such reasonable enquiries in relation to any part of the Mortgaged Property as a prudent mortgagee might carry out.

3.5 Title Information Document

On completion of the registration of any Transaction Security in respect of the Mortgaged Property, the Chargor shall promptly supply to the Bank a certified copy of the Title Information Document issued by the Land Registry.

4. Miscellaneous

With effect from the date of this Deed:

- (A) any reference in the Security Agreement to "this Deed" and similar phrases will include this Deed; and
- (B) any reference to "Mortgaged Property" will include a reference to the Mortgaged Property.

5. **Governing law**

This Deed and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

EXECUTION PAGE TO SUPPLEMENTAL MORTGAGE

The Chargor

Executed as a deed on behalf of)
ENGLISH NATIONAL BALLET) Director
acting by a director and its secretary/two directors)
) Director/Secretary

Executed as a deed on behalf of the trustees by)
and , two of their number under)
an authority conferred pursuant to section 333 of) Authorised signatory
the Charities Act 2011, in the presence of:)
) Authorised signatory
)

Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
.....
.....

The Bank

Barclays Bank PLC

By: 