



Registration of a Charge

Company name: **VENUS PROPERTIES LIMITED**

Company number: **02062694**



X4GG835F

Received for Electronic Filing: **22/09/2015**

Details of Charge

Date of creation: **17/09/2015**

Charge code: **0206 2694 0031**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT TO THE FINANCE PARTIES**

Brief description: **THE PROPERTY KNOWN AS 153 BLACKSTOCK ROAD, LONDON, N4 2JS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER LN202576. THE PROPERTY KNOWN AS 155 BLACKSTOCK ROAD, LONDON, N4 2JS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER LN215389.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2062694

Charge code: 0206 2694 0031

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th September 2015 and created by VENUS PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2015 .

Given at Companies House, Cardiff on 23rd September 2015

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



Dated *17 September* 2015

VENUS PROPERTIES LIMITED
as Chargor

BARCLAYS BANK PLC
as Security Agent

**SUPPLEMENTAL CHARGE BY WAY OF
LEGAL MORTGAGE**

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This Deed is made on

17 September

2015

Between

- (1) **Venus Properties Limited** (registered in England & Wales with number 02062694) (**Chargor**); and
- (2) **Barclays Bank PLC** as security agent for the Finance Parties (**Security Agent**, which term shall include any person appointed as security agent or as an additional security agent in accordance with the terms of the Facility Agreement).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Borrowers means the Chargor and the other companies listed in schedule 1 of the Facility Agreement

Debenture means the debenture dated 24 July 2013 granted by the Borrowers (including the Chargor) as chargors in favour of the Security Agent

Facility Agreement means the facility agreement dated 24 July 2013 as amended and restated on or about the date of this Deed between the Borrowers as borrowers and Barclays Bank PLC as arranger, original lender (**Original Lender**), original counterparty, facility agent and security agent under which the Original Lender agreed to make available to the Borrowers the term loan facility

Party means a party to this Deed

Properties means the properties described in the schedule (Properties) (and each a Property)

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Debenture has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (b) Clause 1.2 (Interpretation) of the Debenture is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Deed** (meaning the **Debenture**) shall be read as a reference to this Deed.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

1.4 **Debenture**

- (a) This deed is supplemental to the Debenture.
- (b) On and from the date of this Deed, each Property shall be deemed to form part of the Secured Assets and the Secured Property for the purposes of the Debenture.
- (c) Clauses 2 (Covenant to pay), 3.9 (Documents of Title), 3.10 (Small company moratorium), 4 (Continuing security), 5 (Negative Pledge), 6 (Restrictions on disposals), 7 (Further assurance), 12 (Security power of attorney), 13 (Enforcement of security) and 14 (Receiver) to 31 (Enforcement) (inclusive) of the Debenture shall apply to this Deed, each Property and the realisation of the Security Interests created under this Deed as if set out in this Deed in full but so that each reference in those clauses to **this Deed** (meaning the Debenture) shall be read as a reference to this Deed
- (d) The Debenture shall remain in full force and effect and all references in the Finance Documents to the Debenture shall be to the Debenture as amended and/or supplemented by this Deed.

1.5 **Incorporated terms**

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 **Charging provisions**

2.1 **General**

All Security Interests created by the Chargor under clauses 2.2 to 2.4 inclusive are:

- (a) continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset; and
- (d) granted in favour of the Security Agent as security agent for the Finance Parties.

2.2 **First legal mortgages**

The Chargor charges by way of first legal mortgage each Property and all Fixtures on each Property.

2.3 Assignments

The Chargor assigns:

- (a) all Rental Income in respect of each Property, and all other sums, payable under any Occupational Lease affecting each Property and to which it is a party;
- (b) the Relevant Agreements relating to each Property and to which it is a party; and
- (c) the Relevant Policies relating to each Property.

The Chargor shall remain liable to perform all its obligations under each such Occupational Lease to which it is a party, each Relevant Agreement to which it is a party and each Relevant Policy.

2.4 First fixed charges

The Chargor charges by way of first fixed charge to the extent that any legal mortgage in clause 2.2 or any assignment in clause 2.3 is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause.

3 Land Registry

3.1 Application for restriction

- (a) The Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of each Property.
- (b) The Chargor confirms that no Property is affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

3.2 Tacking and further advances

The Lenders are, subject to the terms of the Facility Agreement, under an obligation to make further advances to the Borrowers and this security has been made for securing such further advances. The Security Agent and the Chargor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title of each Property).

4 Notices of assignments and charges

4.1 Rental Income

The Chargor shall comply with its obligations under clause 10.1 (Rental Income) of the Debenture in respect of each Occupational Lease to which each Property is subject.

4.2 Relevant Agreements

The Chargor shall comply with its obligations under clause 10.2 (Relevant Agreements) of the Debenture in respect of each Relevant Agreement (other than an Occupational Lease) assigned under clause 2.3 (Assignments).

4.3 Insurance policies

The Chargor shall comply with its obligations under clause 10.3 (Insurance Policies) of the Debenture in respect of each Relevant Policy assigned under clause 2.3 (Assignments).

5 Finance Document

This Deed is a Finance Document.

6 Counterparts

This Deed and/or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed and/or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

7 Governing law

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

This Deed has been executed as a deed and delivered on the date given at the beginning of this Deed.

The Schedule

Properties

Country and District (or Address or Description London Borough)	Title Number
153 Blackstock Road, London N4 2JS	LN202576
155 Blackstock Road, London N4 2JS	LN215389

SIGNATORIES TO THE DEED

Chargor

Executed as a deed by)
Venus Properties Limited)
acting by a director in the presence of)

Director

.....
Signature of witness

Name SUSAN LAWSON

Address

The Security Agent

Executed as a deed)
)
by)
as duly authorised attorney)
for and on behalf of)
Barclays Bank PLC
in the presence of

.....
Signature of witness

Name

Address

SIGNATORIES TO THE DEED

Chargor

Executed as a deed by)
Venus Properties Limited)
acting by a director in the presence of) Director

Signature of witness

Name

Address

The Security Agent

Executed as a deed)
by Niv Kazimirov)
as duly authorised attorney)
for and on behalf of)
Barclays Bank PLC)
in the presence of)

Signature of witness

Name MICHAEL VAN REE

Address 1 CHURCHILL PLACE

E14 5MP