

MR07

Particulars of alteration of a charge (particulars of a negative pledge)



Companies House

☒ **What this form is for**
You may use this form to notify
that a charge has been altered.

☒ **What this form is NOT for**
You may not use this form to
notify that a charge has been altered
on an LLP. Please use form LL M



A21 *A7ECKCR5* #107
12/09/2018
COMPANIES HOUSE

Please include a certified copy of the instrument of alteration
This will be placed on the public record.

1 Company details

Company number

Company name in full **THE ABBEY GROUP CAMBRIDGE UNITE
LIMITED**

→ 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

When was the charge created?

→ **Before 06/04/2013. Complete Part A and Part C**

→ **On or after 06/04/2013. Complete Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced.

Instrument description

Continuation page

Please use a continuation page if
you need to enter more details.

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged as set out when the charge was registered.

Short particulars

Continuation page

Please use a continuation page if you need to enter more details.

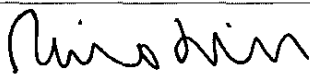
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Part B Charges created on or after 06/04/2013

B1	Charge code
Charge code ①	<div>Please give the charge code. This can be found on the certificate.</div> <div>0219-7844-0013 /</div>
	<div>① Charge code This is the unique reference code allocated by the registrar.</div>

Part C To be completed for all charges

C1	Signature
Signature	<div>Please sign the form here.</div> <div><div>Signature</div><div>X  X</div><div>ON BEHALF OF THE ABBEY GROUP CAMBRIDGE LTD</div></div> <div>This form must be signed by the company that created the charge or by the person taking the benefit of this or any affected charge.</div>

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**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

Rosie Hill

Company name

THE ABBAY GROUP CAMBRIDGE UNITE LTD

Address

NEVE WOLFE FOUNTAINS LANE

WHITLEY

Post town

Peterborough

County/Region

Postcode

PG 7 2 PB

Country

DX

Telephone

0133 200903

**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 of alteration.

Part A Charges created before 06/04/2013

- ☐ You have given the charge date.
- ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3.

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code.

Part C To be completed for all charges

- ☐ You have signed the form.

**Important information**

Please note that all information on this form will appear on the public record.

**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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

Edina Davies certifies this to be a true copy of the original

Signed: M. Davies Date: 24.5.13

Solicitor
The Abbey Group Cambridgeshire Limited
Nene Lodge, Funthams Lane
Whittlesey
Peterborough
PE7 2PB

**Priority Deed
Co/LLP – Bank Unlimited
Charged Property (11/13)**

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner: The Abbey Group Cambridgeshire Ltd

Registered No: 2197844

Bank: National Westminster Bank Plc

Lender: Svenska Handelsbanken AB (publ)

Charged Property: 56/58 Cherry Hinton Road, Cambridge

Bank's Address: P O BOX 339 MANCHESTER M60 2AH

1. Security

- 1.1 The **Bank's Security** is a fixed charge on the Charged Property and associated assets dated 21/8/2018 granted by the Owner (and includes any substituted or further security taken in the future).
- 1.2 The **Lender's Security** is a Debenture to the extent only that it creates a security on the same property dated 30 May 2013 granted by the Owner (and includes any substituted or further security taken in the future).

2. Priority Agreement

- 2.1 The Bank's Security will rank first in priority as a continuing security without limit.
- 2.2 The Lender's Security will rank second in priority as a continuing security without limit.
- 2.3 The Bank and the Lender will hold on trust any net receipts from the enforcement of their Security to give effect to the priorities under this deed.
- 2.4 The priorities above will not be affected by:
 - 2.4.1 any fluctuations in the amounts secured by the Security, or any advances being made after the date of this deed.
 - 2.4.2 the existence at any time of a credit balance on any account.

3. Transfer

- 3.1 The Bank or the Lender will ensure when transferring their Security that the transferee enters into a deed with the other party on the same terms as this deed.
- 3.2 References to the **Bank** and the **Lender** include their respective successors.

4. Registration

- 4.1 The Owner agrees to the registration of this deed at the Land Registry.
- 4.2 The Bank and the Lender each consent to the registration of the other's Security at the Land Registry.

5. Enforcement

**Priority Deed
Co/LLP – Bank Unlimited
Charged Property (11/13)**

- 5.1 Unless urgent independent action is considered necessary by either party to protect their security interests, the Bank and the Lender will:
- 5.1.1 give notice to the other of their intention to enforce their security before any enforcement takes place.
- 5.1.2 consult with each other over the appointment of a suitable receiver.
- 5.2 If independent action is considered urgent without notice or consultation, then written notice must be given immediately to the other party.

6. Waiver of Confidentiality

The Owner agrees that the Bank and the Lender can disclose to each other any confidential information concerning the Owner's business affairs and accounts.

7. Notices

- 7.1 All notices must be in writing.
- 7.2 Any notice by the Bank may be sent by post, fax or delivered to the Lender's registered office or to the contact details last known to the Bank.
- 7.3 Any notice by the Lender may be sent by post or delivered to the Bank's Address.
- 7.4 A notice signed by an official of the Bank or the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6:00 p.m. on a business day or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

8. Companies House Registration

If either the Bank's or the Lender's Security is required to be registered at Companies House but is not registered (either within the required time or later by Court order) this deed will not have effect and the party whose Security is unregistered will not be entitled to any priority over the other.

9. Governing Law

- 9.1 The deed is governed by English law and the English courts have exclusive jurisdiction.
- 9.2 The Bank, the Lender and the Owner irrevocably submit to the jurisdiction of the English courts and irrevocably agree that a judgement or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on all parties and may be enforced against any party in the courts of any other jurisdiction.

Date

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The final signatory must date the document

**Priority Deed
Co/LLP – Bank Unlimited
Charged Property (11/13)**

Executed as a deed by the Lender)
SVENSKA HANDELSBANKEN AB (PUBL))
a company incorporated in Sweden, acting)
by David Fish and Kim Mace who, in)
accordance with the laws of that territory,)
are acting under the authority of the)
company.)

Signature in the name of the company
SVENSKA HANDELSBANKEN AB

PUBL

Signature of Authorised Signatory

Signature of Authorised Signatory

Executed and Delivered as a deed by)
the Owner)

Director

Director

[Single Signature option

A witness is required if only one Director/Member signs

Signed by the Director/Member in the presence of:

Witness' name

Witness' signature

Address

Occupation

Signed and Delivered as a deed)
for and on behalf of the Bank)
by a duly authorised Attorney)
in the presence of:-)

Claire Ball

CLAIRE BALL
DOCUMENTOR.

Shes

Witness' Signature – Bank Employee

Bank ref: 5102693 IMP4.