

# 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  
that a charge has been altered  
an LLP. Please use form LL01.



\*A814QFNJ\*

A08

13/03/2019

#48

COMPANIES HOUSE



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

WEDNESDAY

### 1 Company details

Company number

02197844

Company name in full

THE ABBEY GROUP CAMBRIDGE & SUITE  
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

30/05/2013

### 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.

MR07

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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.

**Continuation page**

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

Short particulars

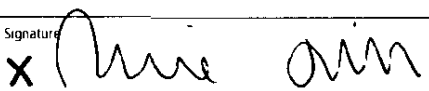
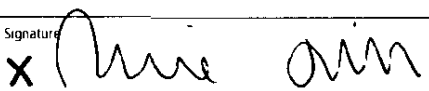
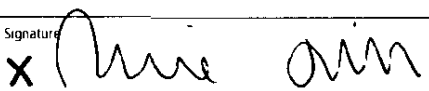
MR07

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

<b>B1</b>	<b>Charge code</b>														
	Please give the charge code. This can be found on the certificate.														
Charge code ①	<table border="1"><tr><td>0</td><td>2</td><td>1</td><td>9</td><td>-</td><td>7</td><td>8</td><td>4</td><td>4</td><td>-</td><td>0</td><td>0</td><td>1</td><td>3</td></tr></table>	0	2	1	9	-	7	8	4	4	-	0	0	1	3
0	2	1	9	-	7	8	4	4	-	0	0	1	3		
	<b>① Charge code</b> This is the unique reference code allocated by the registrar.														

## Part C To be completed for all charges

<b>C1</b>	<b>Signature</b>									
	Please sign the form here.									
Signature	<table border="1"><tr><td>Signature</td><td></td><td></td></tr><tr><td></td><td>X on behalf of THE ABBEY GROUP (CAMBRIDGESHIRE) LIMITED X</td><td></td></tr><tr><td colspan="3">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.</td></tr></table>	Signature				X on behalf of THE ABBEY GROUP (CAMBRIDGESHIRE) LIMITED X		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.		
Signature										
	X on behalf of THE ABBEY GROUP (CAMBRIDGESHIRE) LIMITED X									
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.										

MR07

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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 **ROSE KILL**Company name **BALL ELLISON LLP**Address **39 PARKSIDE**Post town **CAMBRIDGE**County/Region **CAMBRIDGESHIRE**Postcode **C B I 1 P N**Country **UK**DX **5806 CAMBRIDGE**Telephone **01223 417 272****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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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

**Owner:** THE ABBEY GROUP CAMBRIDGESHIRE LIMITED  
Registered No: 02197844

**Bank:** National Westminster Bank Plc

**Lender:** HANDELSBANKEN PLC

**Charged Property:** 8 Seymour Street Cambridge CB1 3DQ

**Bank's Address:** 135 Bishopsgate, London, England, EC2M 3UR

**Lender's Address:** 3 Thomas More Square, London, United Kingdom, E1W 1WY, and whose address for service is situate at Futura House, 4 Axon, Commerce Road, Lynch Wood, Peterborough, PE2 6LR

**1. Security**

- 1.1 The **Bank's Security** is a fixed charge on the Charged Property and associated assets dated ~~15 February~~ 2019 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 Charged 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.

I certify this to be a  
true copy of the original

Print  
Name M. M. M. M. M.

Date 26/2/2019

**5. Enforcement**

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 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 at its address for service detailed above.

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. 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 This 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 judgment 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.

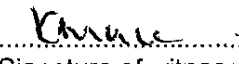
Date 1 4 0 2 1 9

The final  
signatory must  
date the  
document

Signed as a deed by David Fish Corporate  
Manager and Richard Muspratt Account  
Manager Support as attorneys for  
Handelsbanken plc

  
as attorney for Handelsbanken plc

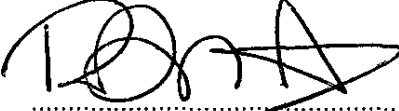
in the presence of:

  
Signature of witness

KIM MAGE  
Name of witness (IN BLOCK CAPITALS)

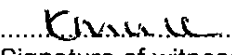
HANDELSBANKEN, PETERBANKEN  
Address of witness

AMS  
Occupation of witness



as attorney for Handelsbanken plc

in the presence of:

  
Signature of witness

KIM MAGE  
Name of witness (IN BLOCK CAPITALS)

HANDELSBANKEN, PETERBANKEN  
Address of witness

AMS  
Occupation of witness

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

Executed and Delivered as a deed

by Nicholas Sutton )  
the Owner )

  
Director/Member

presence of:

) Signed by the Director/Member in the

Witness'  
name

ANDY BRAND

Witness'  
signature

A. Brand.

Address

15 OXBOW CRESCENT, MARCH, PEIS 9UG

Occupation

TOWN PLANNER ]




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

Signed and Delivered as a deed )  
for and on behalf of the )  
Bank )

by a duly authorised Attorney )  
in the presence of:- )

  
Witness' Signature - Bank Employee

Bank ref: 5239735/MAY.



CLAIRE BALL  
DOCUMENTOR.