

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**
You may not use this form
that a charge has been altered
an LLP. Please use form L

THURSDAY



A18 *A836VXUI* 11/04/2019 #76



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

Filing in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 2 1 9 7 8 4 4
Company name in full The Abbey Group Cambridgeshire Limited

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 2 6 0 7 1 9 9 9

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 A deed of priority to vary the existing debenture dated 26th July
1999.

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.

Continuation page

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

Short particulars

(a) By way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at HM Land Register (and which is described in the Schedule of the Debenture) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

(b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at HM Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

(c) by way of fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;

(d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company (during the continuance of the security the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of the book debts and other debts thereby charged and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank);

(e) by way of a first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or pari passu without the charge thereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

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

B1

Charge code

Please give the charge code. This can be found on the certificate.

Charge code ❶

□ □ □ □ - □ □ □ □ - □ □ □ □

❶ Charge code

This is the unique reference code allocated by the registrar.

Part C To be completed for all charges

C1

Signature

Please sign the form here.

Signature

Signature

X *Nine Kim* X
on BEHALF OF PUT ABSEY GROUP CAMBODIA
LIMITED

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.

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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 (ABB030-52)

Company name Barr Ellison LLP

Address 39 Parkside

Post town Cambridge

County/Region Cambridgeshire

Postcode C B 1 1 P N

Country United Kingdom

DX 5806 Cambridge

Telephone 01223 417272

**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

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: Barclays Bank PLC

Lender's Address: Lending Operations, PO Box 299, Birmingham, B1 3PF

Charged Property: 8 Seymour Street Cambridge CB1 3DQ Title Number CB236048

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

1. Security

- 1.1 The **Bank's Security** is a fixed charge on the Charged Property and associated assets dated on or around the date of this deed 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 26 July 1999 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 in relation to the Charged Property.
- 2.2 The Lender's Security will rank second in priority as a continuing security without limit in relation to the Charged Property
- 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. HAYES.....

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 Address.
- 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; or 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.

10. Sharing Information

- 10.1 The Owner agrees that the Bank and/or the Lender may share any information, obtained at any time, from whatever source relating to the Owner, its subsidiaries, any underlying facilities and any guarantees and securities to:

(a) the Owner or any of its subsidiaries;

(b) the Bank and any of its subsidiary undertakings as defined in the Companies Act 2006 ("Bank's Group") and any of its or their officers, directors, employees, professional advisers, auditors and any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian;

(c) the Lender and any of its subsidiary undertakings as defined in the Companies Act 2006 ("Lender's Group") and any of its or their officers, directors, employees, professional advisers, auditors and any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian;

(d) any credit reference or rating agency;

(e) anyone the Lender considers to be or likely to be involved in an assignment or transfer or possible assignment or transfer of all or any of its rights and/or obligations in respect of the Deed, in whole or in part, including any person or persons (i) in connection with a securitisation of all or any part of the loan assets of any member of the Lender's Group from time to time or (ii) who may otherwise enter into contractual relations with any member of the Lender's Group in connection with the Deed;

(f) anyone the Bank considers to be or likely to be involved in an assignment or transfer or possible assignment or transfer of all or any of its rights and/or obligations in respect of the Deed, in whole or in part, including any person or persons (i) in connection with a securitisation of all or any part of the loan assets of any member of the Bank's Group from time to time or (ii) who may otherwise enter into contractual relations with any member of the Bank's Group in connection with the Deed;

(g) anyone to whom information is required or requested to be disclosed by any court of competent jurisdiction or governmental, banking, taxation or other regulatory authority or similar body; and

(h) anyone to whom information is required or requested to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes.

Date

10 4 16 2 1 9

**The final
signatory must
date the
document**

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

Date	
Initials	22
QCC	

Executed and Delivered as a deed by
Barclays Bank PLC

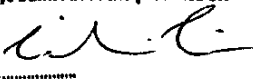
Signed as a Deed by

Karen Palmer 
 Name Signature

 Director/Member

 Secretary/Director/Member

As Attorney for and on behalf of Barclays Bank PLC in the presence of:

Zikra Zamir 
 Name Signature

Executed and Delivered as a deed by
The Abbey Group Cambridgeshire
Limited

 X

 Director/Member

TJ
 Secretary/Director/Member

[Single Signature option

A witness is required if only one Director/Member signs

Signed by the Director/Member in the presence of:


Witness' name

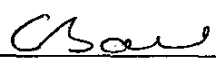
Witness' signature

Address

Occupation

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


 Witness' Signature - Bank Employee



CLAIRE BALL
 DOCUMENTOR

Bank ref: 52397351704

BARCLAYS BANK PLC
POWER OF ATTORNEY

1. By this POWER OF ATTORNEY made by deed on 1 March 2018 we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 01026167), whose registered office is situate at 1 Churchill Place, London E14 5HP (the "Company") APPOINTS:

All employees of Barclays Services Limited, a company incorporated in United Kingdom and registered in England (registered number 01767980), whose registered office is at 1 Churchill Place, London, E14 5HP (the "ServCo"), who are working in the Collateral Unit and who are of BA4 (*leadership and process expert*) Grade (or equivalent) or above jointly and severally as our true and lawful attorneys (each an 'Attorney' together the 'Attorneys') for and in our own name and on our behalf:

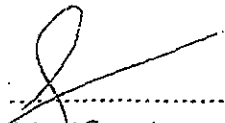
- (a) to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange;
- (b) to accept and endorse bills of exchange jointly with any other attorney duly authorised by the Company for the same purpose;
- (c) to sign, execute and deliver all deeds relating to the taking, maintaining, substituting, varying, novating and/or releasing of collateral including, without limitation, security documents, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, notices of non-crystallisation, consents to lease, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
- (d) to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature,

relating to work done in the ordinary course of business of Barclays' Collateral Operations Unit.

2. Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be valid as if done by all Attorneys.
3. By this Deed we ratify and confirm, and agree to ratify and confirm, any act of the Attorneys undertaken in good faith pursuant to this Deed.
4. This Power of Attorney shall be effective from and including 1 April 2018 and shall remain in force for 12 months from that date.
5. This Power of Attorney and any non-contractual dispute or claim arising out of or in connection with it, shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company exclusively submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

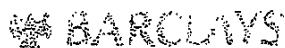
the Common Seal of
Barclays Bank PLC
as affixed in the Execution of this Deed
in the presence of:


Assistant Secretary
Authorised Sealing Officer

I certify that this is a true
and complete copy of the
original

FOR BARCLAYS BANK PLC
Name JAS. KALIRAI
Job Title ANALYST
Date 06/11/2018






**CERTIFICATE OF AUTHORITY TO THIRD PARTIES
AUTHORISED SIGNATORIES OF BARCLAYS BANK PLC**

I certify that:

- (a) The individuals listed below are employees of Barclays Services Limited, are working in the Collateral Unit and are of BA4 (*leadership and process agent*) Grade (or equivalent) or above; and
- (b) the power of attorney, a certified copy of which is attached, has not been revoked in respect of the person named in paragraph (a) above.

This certificate is conclusive evidence that each person named in this certificate is authorised to act as an Attorney of Barclays Bank PLC in accordance with the attached power of attorney.

Michael Willey	Julia Perry	Melanie Davies
Karen Palmer	Phillip Brown	Jesal Desai
Michelle Gittus	Richard Powick	Amy Devine
Tarvinder Janagal	Eleanor Stubbs	Sara Walters
Claire Harrison	Jody Hodges	


.....

Assistant Secretary

Barclays Bank PLC

Date: 6 March 2018