



Registration of a Charge

Company name: **KINGSTON (CITY) ESTATES TRADING LIMITED**

Company number: **02819730**



X3NAZ90P

Received for Electronic Filing: **22/12/2014**

Details of Charge

Date of creation: **10/12/2014**

Charge code: **0281 9730 0015**

Persons entitled: **STANDARD LIFE ASSURANCE LIMITED**

Brief description: **THE PROPERTY DESCRIBED IN PART 2 OF SCHEDULE 1 (ADDITIONAL PROPERTY) TO THE SUPPLEMENTAL LEGAL CHARGE AS FOLLOWS: ALL THAT FREEHOLD PROPERTY KNOWN AS 45 LONDON ROAD, REIGATE, RH2 9QP COMPRISING THE WHOLE OF THE FREEHOLD ESTATE REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER SY735816.**

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:

HERBERT SMITH FREEHILLS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2819730

Charge code: 0281 9730 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th December 2014 and created by KINGSTON (CITY) ESTATES TRADING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2014 .

Given at Companies House, Cardiff on 23rd December 2014

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



HERBERT
SMITH
FREEHILLS

We hereby certify that save for
material redacted pursuant to
section 859G Companies Act
2006 this is a true and accurate
copy of the original.

Herbert Smith Freehills LLP

Herbert Smith Freehills LLP
Exchange House
Primrose Street
London EC2A 2EG

Date: 22/12 2014

10 December 2014

KINGSTON (CITY) ESTATES TRADING LIMITED

as chargor

and

STANDARD LIFE ASSURANCE LIMITED

as lender

SUPPLEMENTAL LEGAL CHARGE

Herbert Smith Freehills LLP

TABLE OF CONTENTS

Clause	Headings	Page
1.	DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS	1
2.	SECURITY.....	2
3.	REPRESENTATIONS AND WARRANTIES	3
4.	INCORPORATION	3
5.	CONTINUATION	3
6.	COUNTERPARTS.....	3
7.	LAW	3
8.	ENFORCEMENT	3
	SCHEDULE 1 ADDITIONAL PROPERTY	5
	SCHEDULE 2 NOTICE	6

THIS SUPPLEMENTAL LEGAL CHARGE is made on 10 December 2014

BETWEEN:

- (1) **KINGSTON (CITY) ESTATES TRADING LIMITED** a company registered in England and Wales with registration number 2819730, whose registered office is at 25 Harley Street, London W1G 9BR (the "**Company**"); and
- (2) **STANDARD LIFE ASSURANCE LIMITED** as lender (the "**Lender**").

BACKGROUND

- (A) Pursuant to the Original Debenture (as defined below), the Company charged by way of fixed and floating charges all of its assets as security for its present and future obligations and liabilities under the Finance Documents.
- (B) The Company has acquired interests in real property and, in accordance with the terms of the Facility Agreement, the Company has agreed to enter into this Supplemental Legal Charge.
- (C) This Supplemental Legal Charge is supplemental to the Original Debenture (as defined below).

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Legal Charge or unless a contrary intention appears, bear the same meaning when used in this Supplemental Legal Charge and the following terms have the following meanings:

1.1.1 "Additional Property" means:

- (A) all of the freehold and/or leasehold property of the Company specified in Schedule 1 (*Additional Property*);
- (B) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraph (A) above; and
- (C) the Related Property Rights.

"**Original Debenture**" means the debenture made between (1) the Company and (2) the Lender dated 7 December 2012.

- 1.1.2 Unless a contrary intention appears and subject to Clause 1.1.1, words defined in the Companies Act 2006 have the same meanings in this Supplemental Legal Charge.

1.2 Construction and Third Party Rights

- 1.2.1 The provisions of clause 1.2 (*Construction*) of the Original Debenture apply to this Supplemental Legal Charge as though they were set out in full in this Supplemental Legal Charge except that references to "this Agreement" in the Original Debenture are to be construed as references to this Supplemental Legal Charge.

- 1.2.2 No term of this Supplemental Legal Charge is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Supplemental Legal Charge.

1.3 Implied Covenants for Title

The obligations of the Company under this Supplemental Legal Charge shall be in addition to the covenants relevant to a disposition of property with full title guarantee deemed to be included in this Supplemental Legal Charge by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 Effect as a Deed

This Supplemental Legal Charge is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition in this Supplemental Legal Charge of the assets hereby mortgaged, charged or assigned to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Legal Charge are incorporated into this Supplemental Legal Charge.

2. SECURITY

2.1 The Company with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities:

2.1.1 charges to the Lender by way of legal mortgage all of the Company's rights to and title and interest from time to time in the Additional Property; and

2.1.2 assigns to the Lender all of the Company's rights to and title and interest from time to time in:

(A) the Insurance Policies and the Insurance Proceeds; and

(B) all Rental Income,

in each case relating to the Additional Property, together with all Related Property Rights relating thereto.

2.2 The Company acknowledges and agrees that the Additional Property shall henceforth form part of the Real Property and the Charged Assets for the purpose of all covenants, undertakings, representations and warranties and all other provisions contained in the Original Debenture.

2.3 The Company shall make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) of the Additional Property (and any unregistered properties comprising all or part of the Additional Property subject to compulsory first registration at the date of this Supplemental Legal Charge) of the following restriction:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Standard Life Assurance Limited referred to in the charges register."

2.4 The Company shall forthwith on request by the Lender, following the occurrence of an Event of Default give notice to each tenant of the Additional Property in the form set out in Part 1 of Schedule 2 (Notice) and procure that each such tenant acknowledges such notice to the Lender in the form set out in Part 2 of Schedule 2 (Notice).

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties

The Company represents and warrants in favour of the Lender that it is the legal and beneficial owner of the Additional Property free from Security (other than under the Original Debenture and this Supplemental Legal Charge) and this Supplemental Legal Charge confers the security it purports to confer over the Additional Property and the security created under or pursuant to this Supplemental Legal Charge is not subject to any prior or pari passu Security and is not liable to avoidance on liquidation or bankruptcy, composition or any other similar insolvency proceedings.

3.2 Times for Making Representations and Warranties

The representations and warranties set out in this Clause 3 are made on the date of this Supplemental Legal Charge and are deemed to be repeated each day prior to the expiry of the Security Period by reference to the facts and circumstances then existing.

4. INCORPORATION

The provisions of clause 5 (*Further Assurance*) to clause 7 (*Real Property*) (*inclusive*), clause 10 (*Undertakings as to Account Proceeds*), clause 12 (*Rights of the Lender*) to clause 21 (*Power of Severance*) (*inclusive*), clause 22 (*New Accounts*) and clause 23 (*Miscellaneous*) of the Original Debenture apply to this Supplemental Legal Charge as though they were set out in full in this Supplemental Legal Charge except that (i) references to "this Debenture" in the Original Debenture are to be construed as references to "this Supplemental Legal Charge" and (ii) any reference in those clauses to "Charged Assets" or "Real Property" are to be construed in this Supplemental Legal Charge as a reference to the Additional Property.

5. CONTINUATION

5.1 Except insofar as supplemented hereby, the Original Debenture will remain in full force and effect.

5.2 The Company agrees that the execution of this Supplemental Legal Charge shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.

5.3 References in the Original Debenture to "this Debenture" and expressions of similar import shall be deemed to be references to the Original Debenture as amended and supplemented by this Supplemental Legal Charge and to this Supplemental Legal Charge.

5.4 This Supplemental Legal Charge is designated a Finance Document.

6. COUNTERPARTS

This Supplemental Legal Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Supplemental Legal Charge.

7. LAW

This Supplemental Legal Charge and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

8. ENFORCEMENT

8.1 The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Supplemental Legal Charge or its subject matter, existence,

negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a "**Dispute**").

- 8.2 Subject to Clause 8.3 below, the parties to this Supplemental Legal Charge agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Company will not:

8.2.1 argue to the contrary; or

8.2.2 initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.

- 8.3 This Clause 8 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from initiating or pursuing proceedings relating to a Dispute in any other courts with jurisdiction nor from contending that such courts are appropriate and convenient. To the extent allowed by law, the Lender may initiate or pursue:

8.3.1 proceedings in any other court; and

8.3.2 concurrent proceedings in any number of jurisdictions,
irrespective of whether proceedings have already been initiated by any party in England.

IN WITNESS whereof this Supplemental Legal Charge has been duly executed and delivered as a deed on the date first above written.

SCHEDULE 1
ADDITIONAL PROPERTY

PART 1

Not applicable

PART 2

All that freehold property known as 45 London Road, Reigate RH2 9QP comprising the whole of the freehold estate registered at the Land Registry with title absolute under Title Number SY735816.

SCHEDULE 2

NOTICE

PART 1

NOTICE TO OCCUPATIONAL TENANT

[On the letterhead of Kingston (City) Estates Trading Limited]

To: [Occupational tenant]

Date

Dear Sirs,

Re: [Property]

**Supplemental Legal Charge dated [] between Kingston (City) Estates
Trading Limited
and Standard Life Assurance Limited (the "Supplemental Legal Charge")**

We refer to the lease dated [] and made between [] and
[] (the "**Lease**").

This letter constitutes notice to you that under the Supplemental Legal Charge we assigned (by way of security) in favour of Standard Life Assurance Limited (the "**Lender**") all our rights under the Lease.

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account at [], Account No. [], Sort Code [] (the "**Cash Account**").

The instructions in this letter apply until you receive notice from the Lender to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Lender at 1 George Street, Edinburgh, EH2 2LL, Fax: 01312453445, Attention: Fiona Dickinson.

Yours faithfully,

For
Kingston (City) Estates Trading Limited

PART 2

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: Standard Life Assurance Limited
Attention: Fiona Dickinson

Date

Dear Sirs,

Re: [Property]

**Supplemental Legal Charge dated [] between Kingston (City) Estates
Trading Limited
and Standard Life Assurance Limited (the "Supplemental Legal Charge")**

We confirm receipt from Kingston (City) Estates Trading Limited (the "**Chargor**") of a notice dated [] (the "**Notice**") in relation to the Lease (as defined in the Notice).

We accept the instructions contained in the Notice.

We confirm that we:

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the Notice);
- (b) must pay all rent and all other monies payable by us under the Lease into the Cash Account (as defined in the Notice); and
- (c) must continue to pay those monies into the Cash Account until we receive your written instructions to the contrary.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
For

[Tenant]

SIGNATORIES

Company

EXECUTED and DELIVERED as a
DEED by KINGSTON (CITY)
ESTATES TRADING LIMITED acting
by George Hickman, a director, in the
presence of:

)
)
)
)
)

[Redacted Signature]

.....
Director

[Redacted Signature]

Signature of Witness

TESSA NAYLOR
Name of Witness:

Solicitor
Occupation:

Address: [Redacted Address]

Lender

STANDARD LIFE INVESTMENTS
LIMITED
acting as agent for
STANDARD LIFE ASSURANCE
LIMITED by its duly authorised
signatory:

)
)
)
)
)

.....
Name:

.....
Name:

SIGNATORIES

Company

EXECUTED and **DELIVERED** as a
DEED by **KINGSTON (CITY)**
ESTATES TRADING LIMITED acting
by George Hickman, a director, in the
presence of:

)
)
)
)
)

.....
Director

.....
Signature of Witness

Name of Witness:

Occupation:

Address:

Lender

STANDARD LIFE INVESTMENTS
LIMITED
acting as agent for
STANDARD LIFE ASSURANCE
LIMITED by its duly authorised
signatory:

)
)
)
)
)

.....
Name: GUY STERN

.....STEPHEN ACHESON
Name: