



Registration of a Charge

Company name: **THE BARON HOMES CORPORATION LIMITED**

Company number: **02930345**



X82G0PZL

Received for Electronic Filing: **01/04/2019**

Details of Charge

Date of creation: **26/03/2019**

Charge code: **0293 0345 0073**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **BUILDINGS AND PROPERTY AT 45 EAST STREET AND 9/12 CASTLE SQUARE, BRIGHTON WITH TITLE NUMBERS SX2375 AND SX27691.**

Contains fixed charge(s).

Contains floating 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:

JANE ALLAN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2930345

Charge code: 0293 0345 0073

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2019 and created by THE BARON HOMES CORPORATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2019 .

Given at Companies House, Cardiff on 2nd April 2019

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**

Eversheds Sutherland (International) LLP
Eversheds Sutherland (International) LLP

Supplemental Mortgage

This Supplemental Mortgage is made on 26 March 2019 between:

- (1) **THE BARON HOMES CORPORATION LIMITED** (the "**Company**"); and
- (2) **BARCLAYS BANK PLC** as security trustee for the Secured Parties (the "**Security Agent**").

1. INTERPRETATION

1.1 Definitions

In this Supplemental Mortgage:

"**Facility Agreement**" means a facility agreement dated 5 June 2018, as amended and restated on or about the date of this deed, between, amongst others, the Company, the Security Agent and the Finance Parties.

"**Mortgaged Property**" means the Real Property listed in Part I of the Schedule (*Details of Secured Property*).

"**Secured Property**" means the assets of the Company which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Mortgage.

"**Security Agreement**" means a security agreement dated 6 June 2018 between the Company and the Security Agent.

1.2 Construction

In this Supplemental Mortgage:

1.2.1 unless a contrary indication appears, terms defined in the Facility Agreement and the Security Agreement have the same meaning in this Supplemental Mortgage;

1.2.2 the provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

1.2.2.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and

1.2.2.2 references to the Real Property listed in Schedule 1 (*Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage; and

1.2.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage.

1.3 Incorporation of other terms

The terms of the other Finance Documents and of any side letters between any of the parties to this Supplemental Mortgage are incorporated into this Supplemental Mortgage to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

- 1.4.1 Unless expressly provided to the contrary in this Supplemental Mortgage, a person who is not a party to this Supplemental Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Mortgage.
- 1.4.2 Notwithstanding any term of this Supplemental Mortgage, the consent of any person who is not a party to this Supplemental Mortgage is not required to rescind or vary this Supplemental Mortgage at any time.

2. **COVENANT TO PAY**

The Company, as principal debtor and not just as surety, covenants with the Security Agent to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

The Company charges by way of first legal mortgage the Mortgaged Property.

3.2 **Fixed charges**

The Company charges by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property;
- 3.2.2 all its plant and machinery situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*); and
- 3.2.3 (save to the extent assigned under 3.3 (*Assignment*)), all Associated Benefits relating to any of the Secured Property.

3.3 **Assignment**

The Company assigns by way of security:

- 3.3.1 the Insurances listed in Part II of the Schedule (*Details of Secured Property*);
- 3.3.2 the Lease Documents; and
- 3.3.3 the Rental Income,

together with all Associated Benefits relating to the Secured Property.

4. **INCORPORATION OF PROVISIONS**

The terms of the Security Agreement apply to the Mortgaged Property to the extent that they apply to the Real Property listed in Schedule 1 (*Secured Property*) of the Security Agreement and will be deemed to be incorporated into this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

- 4.1.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and

- 4.1.2 references to the Real Property listed in Schedule 1 (*Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage.

5. RESTRICTION

The Company shall ensure that a restriction in the following terms is entered on the register of title of the Mortgaged Property at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF THIS SUPPLEMENTAL MORTGAGE] in favour of Barclays Bank PLC referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. The Company shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

6. CONTINUATION

- 6.1 Except as supplemented by this Supplemental Mortgage, the Security Agreement will remain in full force and effect.

- 6.2 On and from the date of this Supplemental Mortgage:

6.2.1 this Supplemental Mortgage and the Security Agreement shall be read and construed as one document and, in particular, the definition of "Secured Property" in the Security Agreement shall include the Secured Property; and

6.2.2 the Company acknowledges that references to a "Security Agreement" in the Facility Agreement are references to the Security Agreement as supplemented by this Supplemental Mortgage.

7. COUNTERPARTS

This Supplemental Mortgage 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 Mortgage.

8. GOVERNING LAW

This Supplemental Mortgage and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

9. JURISDICTION

- 9.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

- 9.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Mortgage may argue to the contrary.

- 9.3 This Clause 9 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Supplemental Mortgage is executed as a deed and delivered on the date stated at the beginning of this Supplemental Mortgage.

SCHEDULE

Details of Secured Property

Part I – Mortgaged Property

Address/description of the Real Property	Title number
Buildings and property at 45 East Street and 9/12 Castle Square, Brighton	SX2375 and SX27691

Part II – Insurances

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
Property owners insurance (PP9233841)	5 October 2018	Amlin UK Limited, The Leadenhall Building, EC3V 4AG

EXECUTION

THE CHARGOR

Executed as a deed by
THE BARON HOMES CORPORATION
LIMITED, acting by one director in the
presence of:

Redacted - Eversheds
Sutherland
(International) LLP

Director

Name: NAZILA BLENCOWE

Witness signature:

Redacted - Eversheds
Sutherland
(International) LLP

Witness name:

DAVID BARKING

Witness address:

Redacted - Eversheds
Sutherland
(International) LLP

The Security Agent

Executed as a deed by: Niv Kozimirov)
as attorney for **BARCLAYS BANK PLC**,)
in the presence of;)

Redacted - Eversheds
Sutherland (International) LLP

as attorney for **BARCLAYS BANK PLC**

Witness signature:

Redacted - Eversheds
Sutherland
(International) LLP

Witness name: James L. Linn

Witness address:

Redacted - Eversheds
Sutherland (International)
LLP