



Registration of a Charge

Company name: **Abbeylord Properties Limited**

Company number: **03056680**



X513U0GI

Received for Electronic Filing: **19/02/2016**

Details of Charge

Date of creation: **18/02/2016**

Charge code: **0305 6680 0038**

Persons entitled: **BANK OF SCOTLAND PLC**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 48 BLENHEIM GARDENS, LONDON, NW2 4NS, REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER NGL89068. TO SEE ALL CHARGES, PLEASE REFER TO THE SCHEDULE OF THE CHARGING DOCUMENT ATTACHED TO THIS FORM.**

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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3056680

Charge code: 0305 6680 0038

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th February 2016 and created by Abbeylord Properties Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th February 2016 .

Given at Companies House, Cardiff on 22nd February 2016

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



Dated 18 February 2016

ABBEYLORD PROPERTIES LIMITED
as Chargor

BANK OF SCOTLAND PLC
as Lender

SUPPLEMENTAL CHARGE BY WAY OF
LEGAL MORTGAGE

Contents

	Clause	Page
1	Definitions and interpretation	1
2	Charging provisions	2
3	Land Registry	3
4	Notices of assignments and charges	3
5	Finance Document	4
6	Counterparts	4
7	Governing law	4
 The Schedule		
	Property	5

This Deed is made on

18 February

2016

Between

- (1) **Abbeylord Properties Limited** (registered in England with number 03056680) (**Chargor**);
and
- (2) **Bank of Scotland plc** (registered in England with number SC327000) as (**Lender**).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Facility Agreement means the £21,223,750 facility agreement dated 1 June 2015 between the Chargor as borrower and the Lender as amended on or about the date of this Deed by First Amendment Deed

First Amendment Deed means the deed dated on or about the date of this Deed between the Borrower, Abbeylord Holdings LLP in its various capacities, Michael Andrew Phillips in his various capacities and the Lender to amend the terms of the £20,073,750 facility agreement dated 1 June 2015 between Abbeylord Properties Limited as borrower, Abbeylord Holdings LLP as the "LLP" and Bank of Scotland plc as lender

Party means a party to this Deed

Property means the property described in the schedule (Property)

Security Agreement means the security agreement dated 2 June 2015 and provided by the Chargor in favour of the Lender

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Security Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (b) Clause 1.2 (Construction) of the Facility Agreement is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Agreement** shall be read as a reference to this Deed.
- (c) This Deed is intended to take effect as a deed notwithstanding that any party may only execute this Deed under hand.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

1.4 Security Agreement

- (a) This deed is supplemental to the Security Agreement.
- (b) On and from the date of this Deed, the Property shall be deemed to form part of the Secured Assets and the Secured Property for the purposes of the Security Agreement.
- (c) Clauses 2 (Covenant to pay), 3.9 (Documents of title), 3.10 (Small company moratorium), 4 (Continuing security), 5 (Negative Pledge), 6 (Restrictions on disposals), 7 (Further assurance), 12 (Security power of attorney), 13 (Enforcement of security) and 14 (Receiver) to 29 (Counterparts) (inclusive) and clause 31 (Enforcement and Jurisdiction of English courts) of the Security Agreement shall apply to this Deed, the Property and the realisation of the Security created under this Deed as if set out in this Deed in full but so that each reference in those clauses to **this Deed** (meaning the Security Agreement) shall be read as a reference to this Deed
- (d) The Security Agreement shall remain in full force and effect and all references in the Finance Documents to the Security Agreement shall be to the Security Agreement as amended and/or supplemented by this Deed.

1.5 Incorporated terms

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 Charging provisions

2.1 General

All Security created by the Chargor under clauses 2.2 (First legal mortgages) to 2.4 (First fixed charges) inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset; and
- (d) granted in favour of the Lender.

2.2 First legal mortgages

The Chargor charges by way of first legal mortgage the Property and all Fixtures on the Property.

2.3 Assignments

- (a) The Chargor assigns:
 - (i) all Rental Income in respect of the Property, and all other sums, payable under any Occupational Lease affecting the Property and to which it is a party;
 - (ii) the Relevant Agreements relating to the Property and to which it is a party; and
 - (iii) the Relevant Policies relating to the Property to which it is a party.
- (b) The Chargor shall remain liable to perform all its obligations under each such Occupational Lease to which it is a party, each Relevant Agreement to which it is a party and each Relevant Policy.

2.4 First fixed charges

The Chargor charges by way of first fixed charge to the extent that any legal mortgage in clause 2.2 (First legal mortgages) or any assignment (Assignments) in clause 2.3 is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause.

3 Land Registry

3.1 Application for restriction

- (a) The Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of the Property.
- (b) The Chargor confirms that the Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

3.2 Tacking and further advances

The Lender is, subject to the terms of the Facility Agreement, under an obligation to make further advances to the Chargor and this security has been made for securing such further advances. The Lender and the Chargor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title of the Property.

4 Notices of assignments and charges

4.1 Rental Income

The Chargor shall comply with its obligations under clause 10.1 (Rental Income) of the Security Agreement in respect of each Occupational Lease to which the Property is subject.

4.2 Relevant Agreements

The Chargor shall comply with its obligations under clause 10.2 (Relevant Agreements) of the Security Agreement in respect of each Relevant Agreement (other than an Occupational Lease) assigned under clause 2.3 (Assignments).

4.3 Insurance policies

The Chargor shall comply with its obligations under clause 10.3 (Insurance Policies) of the Security Agreement in respect of each Relevant Policy assigned under clause 2.3 (Assignments).

5 Finance Document

This Deed is a Finance Document.

6 Counterparts

This Deed and/or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed and/or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

7 Governing law

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

This Deed has been executed as a deed and delivered on the date given at the beginning of this Deed.

The Schedule

Property

Country and District (or Address or Description London Borough)

Title Number

The freehold property known as 48 Blenheim Gardens London NW2 4NS

NGL89068

The leasehold property known as 48 Blenheim Gardens London NW2 4NS

NGL814001

The leasehold property known as 48 Blenheim Gardens London NW2 4NS

~~NGL81034~~ NGL810834

Agreed
with
authority

SIGNATORIES TO THE DEED

Chargor

Executed as a deed by)

Abbeylord Properties Limited)

acting by a director in the presence of)

Director

Signature of witness

Name

Edward London

Address

1 London Bridge
SE1 9BQ

The Lender

Executed as a deed)

by

as duly authorised attorney for and on behalf of
Bank of Scotland plc in the presence of:

Authorised attorney

Signature of witness

Name

Address