

MR01

Particulars of a charge

566610/13



A fee is payable with this form.
Please see 'How to pay' on the
last page


You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

 You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record



A38 *A2DFS014*
26/07/2013 #30
COMPANIES HOUSE

1 Company details

Company number 0 4 2 2 4 7 7 0

Company name in full Abbeygate Helical (Leisure Plaza) Limited

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01 09 2007 20 01 2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lime Property Fund Limited Partnership

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

None

Please see the instrument, for further details

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Pinsert Masons LLP.

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Andrew Senior (629600 07094)

Company name Pinsent Masons LLP

Address 1 Park Row

Post town Leeds

County/Region

Postcode L S 1 5 A B

Country

DX 26440 Leeds 28

Telephone 0113 244 5000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



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 with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4224770

Charge code: 0422 4770 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th July 2013 and created by ABBEYGATE HELICAL (LEISURE PLAZA) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2013.

Dx

Given at Companies House, Cardiff on 30th July 2013



DATED 19th July 2013

(1) LIME PROPERTY FUND LIMITED PARTNERSHIP

(2) ABBEYGATE HELICAL (LEISURE PLAZA) LIMITED

DEVELOPMENT COSTS ACCOUNT CHARGE
relating to
Leisure Plaza, Central Milton Keynes, Buckinghamshire

We certify that, save for material
redacted pursuant to s 859G of the
Companies Act 2006 this copy instrument is a
correct copy of the original instrument

Pinsent Masons LLP.



Pinsent Masons

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THIS DEED is made on

19th

July

2013

BETWEEN -

- (1) **LIME PROPERTY FUND LIMITED PARTNERSHIP** (a Limited Partnership in England with LP registration number LP009538) acting through its general partner Lime Property Fund (General Partner) Limited (Company Number 5118252) and its nominee, Lime Property Fund (Nominee) Limited (Company Number 5117939) each of whose registered office is at 1 Poultry, London EC2R 8EJ (the "Chargee"), and
- (2) **ABBEYGATE HELICAL (LEISURE PLAZA) LIMITED** (No 4224770) whose registered office is at 11-15 Farm Street, London W1J 5RS (the "Chargor")

WHEREAS:-

- (A) It is intended that this document takes effect as a deed
- (B) The Chargor and the Chargee have entered into the Development Costs Deposit Agreement (as defined below)
- (C) The Chargor has agreed to deposit monies with the Bank (as defined below) pursuant to and in accordance with the Development Costs Deposit Agreement and to grant security over such amounts in accordance with the terms of this Deed

IT IS AGREED as follows -

1 **INTERPRETATION**

1.1 **Definitions**

The following terms shall have the following meaning -

"Account"	means Account Number 31336661, Sort Code 16 04 00, held with the Bank and any renewals, renumberings or redesignations thereof or substitutes therefor
"Bank"	means Royal Bank of Scotland
"Development Costs Deposit Agreement"	means the Development Costs Deposit Agreement dated 26 February 2013 and made between (1) the Chargor (2) the Chargee and Helical Bar Plc relating to the creation and management of the Account
"Deposit Monies"	means all monies (including interest) from time to time standing to the credit of the Account
"Development Agreement"	means a development agreement dated 26 February 2013 and made between (1) the Chargee and (2) the Chargor
"Encumbrance"	means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignation in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security

"Secured Obligations"

means -

- (i) all monies, obligations and liabilities owing or incurred now or at any time hereafter by the Chargor to the Chargee under, pursuant to or referred to in the Development Costs Deposit Agreement or the Development Agreement
- (ii) all reasonable costs, charges, expenses and other sums for the time being and from time to time properly incurred by the Chargee or by or through any attorney, delegate, sub-delegate, substitute agent or employee of the Chargee in or about the exercise of any power, authority or discretion conferred on the Chargee by or pursuant to these presents or by law or in relation to the security hereby constituted or in or about protection, realisation, enforcement, collection or recovery of monies, obligations and liabilities for the time being and from time to time arising under the Development Costs Deposit Agreement and/or the Development Agreement or the security hereby constituted and all remuneration or any attorney, delegate, sub-delegate, substitute agent or employer of the Chargee

"Security Period"

means the period beginning on the date of this Deed and ending on the date on which all Secured Obligations have been unconditionally and irrevocably paid and discharged in full

1 2 Construction

1 2 1 In this Deed, unless the contrary intention appears a reference to -

- (a) an **"amendment"** includes a supplement, novation or re-enactment and **"amended"** is to be construed accordingly,
- (b) an **"authorisation"** includes a consent, approval, resolution, licence, exemption, filing or registration,
- (c) a provision of law is a reference to that provision as amended or re-enacted,
- (d) a **"Clause"** is to a clause of this Deed,
- (e) a person includes its successors and assigns,
- (f) a document is a reference to that document as amended, modified, extended, amended, varied or supplemented or novated from time to time,
- (g) an account includes a reference to any replacement account and sub-account of that account and any account combined or consolidated with that account

1 2 2 The Index to and the headings in this Deed are for convenience only and are to be ignored in construing this Deed

1 2 3 Unless a contrary intention appears, words defined in the Companies Act 1985 (as amended by Companies Act 1989) have the same meaning in this Deed

1 3 Implied Covenants for Title

The obligations of the Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994

2 CHARGE

The Chargor with full title guarantee as security for the payment and performance of the Secured Obligations charges in favour of the Chargee by way of a first fixed charge all its right, title and interest in the Deposit Monies

3 REPRESENTATIONS AND WARRANTIES

3 1 Representations and Warranties

The Chargor makes the representations and warranties set out in this Clause 3 to the Chargee

3 2 Powers and authority

It has the power to enter into and perform, and has taken all necessary action to authorise the entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed

3 3 Legal validity

This Deed constitutes its legal, valid and binding obligation enforceable in accordance with its terms

3 4 Authorisations

All authorisations required or advisable in connection with the entry into, performance, validity and enforceability of this Deed and the transactions contemplated by this Deed have been obtained or effected and are in full force and effect

3 5 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed do not, and in the case of Clauses 3 5 2 and 3 5 3 below will not, conflict with -

3 5 1 any law or regulation or judicial or official order, or

3 5 2 the constitutional documents of the Chargor, or

3 5 3 any document which is binding upon the Chargor or any asset of the Chargor

3 6 Deposit Monies

3 6 1 Subject to the provision of this Deed and the Development Costs Deposit Agreement, it is the sole legal and beneficial owner with full title guarantee of the Deposit Monies

3 6 2 The Deposit Monies and the Account are free from -

(a) any Encumbrance (other than any Encumbrance created by this Deed and the Development Costs Deposit Agreement), and

(b) any interests or claims of third parties

3 7 Security

This Deed creates and gives rise to valid and effective Encumbrances in or over the Deposit Monies

3 8 Times for making representations and warranties

The representations and warranties set out in this Clause 3 are made on the date of this Deed and are deemed to be repeated by the Chargor on each date during the Security Period with reference to the facts and circumstances then existing

4 COVENANTS

4 1 Duration

The covenants in this Clause 4 remain in force throughout the Security Period

4 2 Notice of Security

The Chargor shall as soon as reasonably practicable following the execution of this Deed give notice to the Bank in the form set out in the Appendix to this Deed and shall use all reasonable endeavours to procure that promptly thereafter the Chargee shall receive an acknowledgement in the form set out in that Appendix (or in a form to similar effect) from the Bank

4 3 Restrictions on dealing

Except with the prior written consent of the Chargee, the Chargor shall not -

4 3 1 create or permit to subsist -

(a) any Encumbrance (other than any Encumbrance created by this Deed and the Development Costs Deposit Agreement), or

(b) any third party interest or claim,

in or on any part of the Deposit Monies or the Account, or

4 3 2 save as permitted by the Development Costs Deposit Agreement, sell, transfer or otherwise dispose of all or any part of the Deposit Monies or the Account, or

4 3 3 save as permitted by the Development Costs Deposit Agreement, withdraw any Monies standing to the credit of the Account

5 ENFORCEMENT

5 1 If -

5 1 1 the Chargor does not comply with any provision of this Deed, or

5 1 2 a representation or warranty made or repeated in this Deed is incorrect in any respect when made or deemed to be repeated, or

5 1 3 there occurs any event specified in Clause 6 13 of the Development Agreement,
then the Chargee may, without notice to or making any demand on the Chargor

(a) enforce the security created pursuant to this Deed, and/or

(b) apply the Deposit Monies in or towards the payment or discharge of the Secured Obligations in such order as the Chargee sees fit

5 2 Following the application of the Deposit Monies pursuant to Clause 5 1 above and provided that the Occupational Agreement has not been terminated and that the Chargee (acting reasonably) is satisfied that the Secured Obligations have been satisfied in full, the balance of any Deposit Monies held by the Chargee shall be remitted to the Chargor as soon as reasonably practicable

6 FURTHER ASSURANCES

The Chargor shall, at its own expense, take whatever action the Chargee may reasonably require for -

6 1 perfecting or protecting the security intended to be created by this Deed, and

6 2 facilitating the exercise of any right, power or discretion properly exercisable by the Chargee in respect of the Deposit Monies

7 POWER OF ATTORNEY

7 1 Appointment

The Chargor hereby irrevocably and by way of security appoints the Chargee as the attorney of the Chargor with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which the Chargor could be required to do or execute under any provision of this Deed, or which the Chargee in its sole opinion (acting reasonably) may consider necessary or desirable for perfecting the Chargee's security constituted pursuant to this Deed or enabling the Chargee to exercise any of its or his rights or powers under this Deed

7 2 Ratification

The Chargor ratifies and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 7 1 above shall properly do or purport to do in the proper exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 7 1

8 WAIVERS, REMEDIES CUMULATIVE

The rights of the Chargee under this Deed -

8 1 may be exercised as often as necessary,

8 2 are cumulative and not exclusive of its rights under the general law, and

8 3 may be waived only in writing and specifically

Delay in exercising or non-exercise of any such right is not a waiver of that right

9 SEVERABILITY

If any provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect -

9 1 the validity or enforceability in that jurisdiction of any other provision of this Deed, or

9 2 the validity or enforceability in other jurisdictions of that or any other provisions of this Deed

10 MISCELLANEOUS

10 1 Covenant to pay

The Chargor shall pay or discharge the Secured Obligations in the manner provided for in any agreement in relation to them

10 2 Continuing security

The security constituted by this Deed is continuing and will extend to the ultimate balance of all the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part until the Chargee effects the release pursuant to Clause 13 or otherwise

10 3 Additional security

The security constituted by this Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Chargee for, or any other rights of the Chargee in relation to, any of the Secured Obligations

10 4 No liability on Chargee

The Chargee is not liable for any loss of any kind (including any loss arising from changes in exchange rates) which may occur as a result of the exercise or purported exercise of, or any delay or neglect to exercise, any of its rights under this Deed provided that this Clause 10 4 shall not apply in relation to any loss incurred by the Chargor as a result of a breach of Clause 10 5 below

10 5 Directions given by the Chargee to the Bank

The Chargee hereby agrees and acknowledges that it shall not give notice to the Bank pursuant to paragraph (b) and/or (c) of the notice set out in the Appendix to this Deed unless and until the security created pursuant to this Deed is enforceable in accordance with Clause 5 and will provide to the Chargor a copy of any notice to the Bank

11 EVIDENCE

A certificate or determination by the Chargee (acting reasonably and properly) of any amount of the Secured Obligations is, in the absence of manifest error, prima facie evidence of the matters to which it relates provided the same is properly evidenced

12 COUNTERPARTS

This Deed 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 this Deed

13 RELEASE

13 1 Subject to Clauses 13 2 and 13 3, on the date determined in accordance with Clause 9 1 of the Development Costs Deposit Agreement, the Chargee shall, at the request and reasonable cost of the Chargor, take whatever action is necessary to release the Deposit Monies and the debt represented by them from the security constituted by this Deed and will confirm the same to the Bank in writing including confirmation that the notice in the Appendix is revoked

13 2 There shall remain in the Account and subject to the security constituted by this Deed the Retention as defined in Clause 9 1 of the Development Costs Deposit Agreement until the date the Retention falls to be released in accordance with Clause 9 2 of the Development Costs Deposit Agreement at which time the balance of the Deposit Monies and the debt represented by them shall be released from the security constituted by this Deed and the Chargee shall take whatever action is necessary to release the same and confirm the same to the Bank in writing including confirmation that the notice in the Appendix is revoked

13 3 Any release, discharge or settlement between the Chargor and the Chargee shall be deemed conditional upon no payment or security received by the Chargee in respect of the Secured Obligations being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement and the following provision shall apply the Chargee shall be entitled to recover the value or amount of such security or payment from the Chargor subsequently as if such settlement, discharge or release had not occurred and the Chargor agrees with the Chargee accordingly

14 NOTICES

14 1 Giving of notices

All notices or other communications under or in connection with this Deed shall be given in writing and, unless otherwise stated may be made by letter. Any such notice will be deemed to be given when delivered personally or on actual receipt.

However, a notice given in accordance with the above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

14 2 Addresses for notices

14 2 1 The address of the Chargor is -

Address Abbeygate Developments Limited
302 South Row
Milton Keynes
Buckinghamshire
MK9 2FR
Attn David Gwynne

or such other as the Chargor may notify to the Chargee by not less than five Business Days' notice

14 2 2 The address of the Chargee is -

Address Aviva Investors
1 Poultry
London
EC2R 8EJ
Attn Renos Booth

or such other as the Chargee may notify to the Chargor by not less than five Business Days' notice

15 JURISDICTION

15 1 Submission

The Chargor and the Chargee agree that the courts of England have jurisdiction to settle any disputes in connection with this Deed and accordingly submit to the jurisdiction of the English courts.

15 2 Forum convenience and enforcement abroad

The Chargor and the Chargee -

15 2 1 waive objection to the English courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Deed, and

15 2 2 agree that a judgment or order of an English court in connection with this Deed is conclusive and binding on them and may be enforced against them in the courts of any other jurisdiction.

16 GOVERNING LAW

This Deed is governed by English law.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

EXECUTED (but not delivered)
until the date hereof)
AS A DEED by)
ABBEGATE HELICAL (LEISURE PLAZA))
LIMITED acting by -)

Director

Director/Secretary

EXECUTED (but not delivered)
until the date hereof)
AS A DEED by)
LIME PROPERTY FUND (GENERAL)
PARTNER) LIMITED)
acting by -)

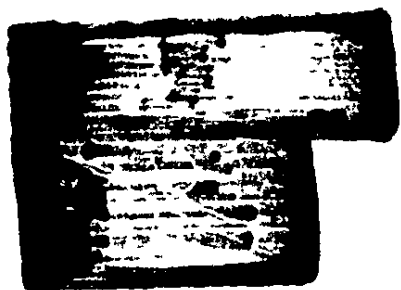
Director

Director/Secretary

EXECUTED (but not delivered)
until the date hereof)
AS A DEED by)
LIME PROPERTY FUND (NOMINEE) LIMITED)
acting by -)

Director

Director/Secretary



EXECUTED (but not delivered)
until the date hereof)
AS A DEED by)
ABBEYGATE HELICAL (LEISURE PLAZA))
LIMITED acting by -)

Director

Director/Secretary

EXECUTED (but not delivered)
until the date hereof)
AS A DEED by)
LIME PROPERTY FUND (GENERAL)
PARTNER) LIMITED.)
acting by -)

Director

Director/Secretary

EXECUTED (but not delivered)
until the date hereof)
AS A DEED by)
LIME PROPERTY FUND (NOMINEE) LIMITED)
acting by -)

Director

Director/Secretary



APPENDIX

FORM OF NOTICE

From Abbeygate Helical (Leisure Plaza) Limited

To Royal Bank of Scotland Plc

[

Dear Sirs

Development Costs Account Charge dated [] between Lime Property Fund Limited Partnership and Abbeygate Helical (Leisure Plaza) Limited (the "Account Charge")

This letter constitutes notice to you that under the Account Charge we have charged (by way of a first fixed charge) in favour of Lime Property Fund Limited Partnership (the "**Chargee**") all our rights in respect of any amount standing to the credit of the following account maintained by us with you (the "**Account**") -

Account Name	Corporate Cash Manager Plus Account
--------------	-------------------------------------

Account Number [REDACTED]

Sort Code XXXXXXXXXX

We irrevocably instruct and authorise you to -

- (a) disclose to the Chargee any information relating to the Account requested from you by the Chargee and provide copies to us,
- (b) on or after receipt of a notice from the Chargee that the Account Charge has become enforceable (such notice being conclusive evidence of the same), comply with the terms of any written notice or instruction relating to the Account received by you from the Chargee and confirm the action to us in writing, and
- (c) on or after receipt of a notice from the Chargee that the Account Charge has become enforceable (such notice being conclusive evidence of the same), pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Chargee and confirm to us in writing the sums paid or released

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

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

This letter is governed by English law

Please confirm your agreement to the above by sending the attached acknowledgement to the Chargee at 1 Poultry, London EC2R 8EJ (Reference Renos Booth) with a copy to ourselves

Yours faithfully

(Authorised Signatory)
ABBEGATE HELICAL (LEISURE PLAZA) LIMITED

ACKNOWLEDGEMENT

To Lime Property Fund Limited Partnership

Copy Abbeygate Helical (Leisure Plaza) Limited

[]

Dear Sirs

Development Costs Account Charge dated [] between Lime Property Fund Limited Partnership and Abbeygate Helical (Leisure Plaza) Limited (the "Account Charge")

We confirm receipt from Abbeygate Helical (Leisure Plaza) Limited (the "**Chargor**") of a notice dated [] of a charge upon the terms of the Account Charge over all the rights of the Chargor to any amount standing to the credit of the Chargor's account as specified below (the "**Account**")

Account Name Corporate Cash Manager Plus Account

Account Number

[REDACTED]

Sort Code

[REDACTED]

We confirm that we -

- (a) accept the instructions contained in the notice and agree to comply with the notice,
- (b) have not received notice of the interest of any third party in the Account,
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counterclaim or other right in respect of the Account, and
- (d) will not permit any amount to be withdrawn from the Account without your permission

This letter is governed by English law

Yours faithfully

(Authorised signatory)
Royal Bank of Scotland Plc