



Registration of a Charge

Company Name: **THE POLLEN ESTATE TRUSTEE COMPANY LIMITED**

Company Number: **04533902**



Received for filing in Electronic Format on the: **03/08/2022**

XB9N2K81

Details of Charge

Date of creation: **29/07/2022**

Charge code: **0453 3902 0019**

Persons entitled: **ING BANK N.V., LONDON BRANCH**

Brief description: **LAND AND BUILDINGS KNOWN AS 25-28 OLD BURLINGTON STREET AND 28-30 CORK STREET, LONDON, W1 REGISTERED: (I) AS TO PART WITH FREEHOLD TITLE NGL767436. FOR MORE DETAILS OF LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY CHARGED PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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:

RANVIR SINGH



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4533902

Charge code: 0453 3902 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th July 2022 and created by THE POLLEN ESTATE TRUSTEE COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2022 .

Given at Companies House, Cardiff on 4th August 2022

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**

Date 29 July 2022

**THE POLLEN ESTATE TRUSTEE COMPANY LIMITED acting in its capacity as sole
trustee of THE POLLEN ESTATE**

as Chargor

ING BANK N.V., LONDON BRANCH

as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT

DATE

29 July 2022

PARTIES

- 1 **THE POLLEN ESTATE TRUSTEE COMPANY LIMITED** registered in England and Wales with registered number 04533902 acting in its capacity as sole trustee of THE POLLEN ESTATE (the "**Chargor**"); and
- 2 **ING BANK N.V., LONDON BRANCH** acting through its office at 8-10 Moorgate, London, EC2R 6DA as agent and trustee for the Secured Parties (as defined in the Facility Agreement originally dated 12 September 2017 as amended on 15 May 2020, 19 February 2021, 9 June 2021 and as amended and restated on 26 January 2022) (the "**Security Agent**").

BACKGROUND

- A This deed is supplemental to an additional security agreement dated 26 January 2022 made between (1) the Chargor and (2) the Security Agent (the "**Additional Security Agreement**").
- B The Chargor is obliged by the Additional Security Agreement and the Facility Agreement to mortgage the New Property to the Security Agent.
- C The parties intend this document to take effect as a deed notwithstanding the fact that the Security Agent may only execute this document under hand.

OPERATIVE PROVISIONS**1 Definitions and interpretation****1.1 Definitions**

Unless the context requires otherwise, terms defined in the Additional Security Agreement shall have the same meaning when used in this deed (including the parties and background sections) and in addition the following terms shall have the following meanings in this deed (including the parties and background sections):

Finance Documents: the meaning given to it in the Facility Agreement;

New Charged Assets: the New Property and the assets referred to in clauses 2.2 and 2.3; and

New Property: the property or properties briefly described in the schedule to this deed.

1.2 Interpretation

1.2.1 The provisions of clause 1.2 (*Construction*) and clause 1.6 (*Secured Liabilities*) of the Additional Security Agreement shall also apply to this deed as if set out (with any necessary modifications) in this deed.

1.2.2 The provisions of clause 1.5 (*Nature of security over real property*) of the Additional Security Agreement shall also apply to references in this deed to the New Property.

2 Grant of security

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee hereby:

- 2.1 grants to the Security Agent a charge by way of legal mortgage over all of the New Property;

2.2 charges to the Security Agent by way of first fixed charge all Property Interests relating to the New Property; and

2.3 assigns to the Security Agent, subject to a proviso for reassignment on redemption, all Insurance Policies relating to the New Property.

3 **Land Registry**

In respect of any of the New Property or part of or interest in any of the New Property title registered at the Land Registry the Chargor hereby consents to the entry of the following restriction on the register of its title to such New Property:

"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 [●] 2022 in favour of ING Bank N.V., London Branch referred to in the charges register or their conveyancer".

4 **Representations and warranties**

The Chargor makes the representations and warranties set out in clause 9.1 (*Representations and warranties*) of the Additional Security Agreement on the date of this deed.

5 **Incorporated provisions**

5.1 Subject to clause 5.2 below, all the provisions of the Additional Security Agreement are deemed to be incorporated in this deed as if set out (with any necessary modifications) in this deed and shall apply in relation to the New Charged Assets as they apply to the Charged Assets.

5.2 Clause 5.1 above does not apply to clauses 3.1 (*Fixed security*) of the Additional Security Agreement. Clause 1 (*Definitions and interpretation*) of the Additional Security Agreement is subject to clause 1 of this deed.

5.3 The New Charged Assets shall be deemed part of the Charged Assets for the purposes of the Additional Security Agreement.

6 **Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated in this deed to the extent required to ensure that any purported disposition of the New Property contained in this deed is a valid disposition in accordance with s.2(1) Law of Property (Miscellaneous Provisions) Act 1989.

7 **Finance Document**

For the purposes of the Facility Agreement the parties designate this deed as a Finance Document.

8 **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

9 **Governing law**

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

In witness whereof this deed has been executed by the Chargor and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent.

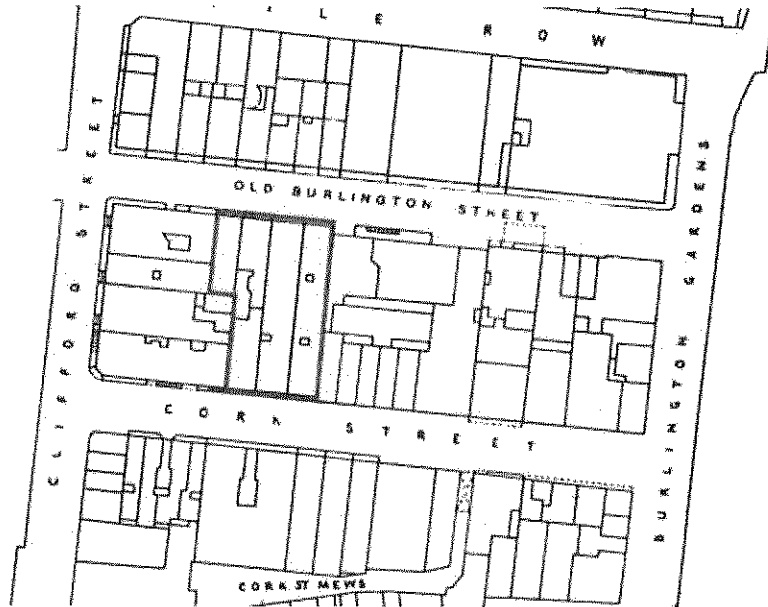
THE SCHEDULE

New Property

Land and buildings known as 25-28 Old Burlington Street and 28-30 Cork Street, London, W1 registered:

- (i) as to part with freehold title number NGL767436 shown edged red on the plan numbered 1;
- (ii) as to part comprising unregistered freehold land the subject of an application for first registration with pending title number BB17410 shown edged red on the plan numbered 2;
- (iii) leasehold title LN221763; and
- (iv) leasehold title LN233875.

PLAN 1



PLAN 2



The Chargor

EXECUTED as a DEED and)
DELIVERED by)
THE POLLEN ESTATE)
TRUSTEE COMPANY)
LIMITED in its capacity as sole trustee of
THE POLLEN ESTATE
acting by its attorney POLLEN COMPANY
SECRETARY LIMITED, appointed
under a power of attorney dated
18 January 2022, by its director:

Authorised for and on behalf of
Pollen Company Secretary Limited

Director

in the presence of:)

Signature:

Name:

Address:

Occupation:

MARYLIN MOO TOOKUSTENEN

LEGAL SECRETARY

The Security Agent

SIGNED by)

and)

for and on behalf of)

ING BANK N.V., LONDON BRANCH)

The Chargor

EXECUTED as a **DEED** and)
DELIVERED by)
THE POLLEN ESTATE)
TRUSTEE COMPANY
LIMITED in its capacity as sole trustee of
THE POLLEN ESTATE
acting by its attorney **POLLEN COMPANY**
SECRETARY LIMITED, appointed
under a power of attorney dated
18 January 2022, by its director:

Director

in the presence of:)


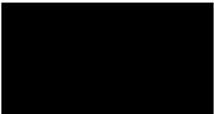
Signature:

Name:

Address:

Occupation:

The Security Agent

SIGNED by Maureen Greene) 
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)
)
and Stephanie Boughtwood) 
)
)
for and on behalf of)
ING BANK N.V., LONDON BRANCH)