

MR01

Particulars of a charge

702620/13

Oyez

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 MR08

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

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge
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. This
must be scanned and placed on the public record. **Do not send the original**

FRIDAY



A05

A41NO958

20/02/2015

#130

COMPANIES HOUSE

1 Company details

Company number 0 5 3 4 0 4 8 9

Company name in full ☒ 117 The Headrow Limited

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 ☒ 1 8 0 2 2 0 1 5

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 ☒ Abbey National Treasury Services plc

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

MR01

Particulars of a charge

4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"
Brief description	✓ Ground Floor of 117 The Headrow, Leeds as held on a lease made between (1) Samara Developments Limited and (2) The Chargor for a term of 999 years from 18 February 2015	Please limit the description to the available space
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box	
	<input type="checkbox"/> Yes	
	✓ <input checked="" type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes Continue	
	✓ <input checked="" type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes	
	✓ <input checked="" type="checkbox"/> No	
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)
	<input type="checkbox"/>	
9	Signature	
	Please sign the form here	
Signature	Signature X WARE MADAWAY X	
	This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Kate Dunham

Company name

Ward Hadaway

Address

1a Tower Square

Wellington Street

Leeds

Post town

County/Region

Postcode

L S 1 4 D L

Country

DX

Leeds Park Square - DX 14087

Telephone

0113 2056600



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: 5340489

Charge code: 0534 0489 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th February 2015 and created by 117 THE HEADROW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2015

DX

Given at Companies House, Cardiff on 2nd March 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 18 February 2015

(1) 117 THE HEADROW LIMITED (as Chargor)

and

(2) ABBEY NATIONAL TREASURY SERVICES PLC (as Lender)

SUPPLEMENTAL CHARGE DEED

Relating to

Debenture dated 1 August 2014

Certified as a true copy of the original save
for material redacted pursuant to section 89G
of the Companies Act 2006.

Signed: Ward Hadaway

Ward Hadaway
1A Tower Square
Wellington Street
Leeds
LS1 4DL
DX: 14087 Leeds Park Square

wardhadaway
lawfirm

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This Supplemental Deed is made

18 February 2015

Between

- (1) **117 THE HEADROW LIMITED** a company registered in England under number 05340489 whose registered office is at Europa House, 20 Esplanade, Scarborough, YO11 2AQ (the "**Chargor**"),
- (2) **ABBEY NATIONAL TREASURY SERVICES PLC** as Lender (the "**Lender**")

Whereas

- (1) Pursuant to a Debenture (the "**Debenture**") dated 1 August 2014 and made between (1) the Chargor and (2) the Lender security was provided to the Lender for the Secured Liabilities (as defined in the Debenture)
- (2) The Chargor has agreed to enter into this Deed in order to provide further continuing security to the Lender for the due and punctual payment and discharge to the Lender of the Secured Liabilities

WITNESSETH as follows:

1 **Definitions**

So far as the context admits, expressions defined in the Debenture shall bear the same meaning in this Deed

2 **Creation of new security**

The Chargor, with full title guarantee and to the intent that the security created by this Deed shall rank as a continuing security for the Secured Liabilities, hereby charges by way of first legal mortgage to the properties described in the schedule to this Deed

3 **Deed supplemental**

Except as expressly provided herein, this Deed shall be supplemental to and not be effective to amend, cancel, alter, vary or waive any provision of the Debenture or any other agreement in any way

4 **Construction**

All references to the Debenture (howsoever expressed) in any facility document or any security document shall be read and construed as references to the Debenture as supplemented by this Deed. To the extent necessary to comply with any provision of law, the provisions of this Deed shall be deemed to be incorporated in the Debenture and this Deed and the Debenture shall be read and construed as one deed

5 **Additional security**

The security created by this Deed is in addition, and without prejudice, to the charges and security interests created by the Debenture which shall continue in full force and effect

6 **Rights. Powers and administrative provisions**

All rights and powers conferred upon the Lender by, and all administrative provisions contained in, the Debenture shall be available to the Lender and be applicable as if the charges created by this Deed had been set out in the Debenture

7 **Assignment**

The Lender may assign all or any of its rights hereunder. Any successor to or assignee of the Lender shall be entitled to the full benefits hereof

8 **Counterparts**

This Deed may be executed in any number of counterparts and all the counterparts when executed and taken together shall constitute one and the same instrument

9 **Governing law**

This Deed shall be governed, construed and interpreted in accordance with the laws of England

IN WITNESS WHEREOF the Chargor has executed this Deed as a deed with the intention that it be delivered on the date set out above

Schedule

Address	Title Number
Ground Floor of 117 The Headrow, Leeds as held on a lease made between (1) Samara Developments Limited, and (2) The Chargor and dated on or about the date of this deed for a term of 999 years	To Be Allocated

Execution

Chargor

Executed as a deed
(but not delivered until the date hereof)
by **117 The Headrow Limited**
acting by


~~Authorised signatory for Esplanade Director Limited~~
Director

Full Name **JELENY TUTTON**


~~Authorised signatory for Esplanade Secretarial Services Limited~~
Director/Secretary/Witness

Full Name. **GARETH EDE**

Witness only.

Address

Occupation

Lender

Executed as a deed
(but not delivered until the date hereof)
by **ABBEY NATIONAL TREASURY SERVICES PLC**
acting by

Authorised Signatory

in the presence of

.. . . . Witness
.. . . . Full Name
.. . . . Address
.. . . . Occupation

Execution

Chargor

Executed as a deed
(but not delivered until the date hereof)
by **117 The Headrow Limited**
acting by

Director

Full Name

Director/Secretary/Witness

Full Name


Witness only

Address

Occupation

Lender

Executed as a deed
(but not delivered until the date hereof)
by **ABBEY NATIONAL TREASURY SERVICES PLC**
acting by


Authorised Signatory

in the presence of

 Witness

T. ARUN PATEL Full Name

 Address

DANLEN Occupation