



Registration of a Charge

Company name: **WOOD WHARF PROPERTY HOLDINGS LIMITED**

Company number: **05616851**



X5JVS73N

Received for Electronic Filing: **16/11/2016**

Details of Charge

Date of creation: **14/11/2016**

Charge code: **0561 6851 0001**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description:

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: **CB**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5616851

Charge code: 0561 6851 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2016 and created by WOOD WHARF PROPERTY HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2016 .

Given at Companies House, Cardiff on 17th November 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

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner: Wood Wharf Property Holdings Limited **Registered No:** 05616851

Bank: The Royal Bank of Scotland plc

Deposit: all amounts now and in the future credited to **Account number** [REDACTED] with the Bank.

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another under the loan note guarantee facility agreement dated 6 February 2006 as amended from time to time between the Owner (1) and the Bank (2) (the '**Facility Agreement**') and include:

- 1.1 **Interest** is payable in accordance with the Facility Agreement.
- 1.2 any expenses the Bank incurs (on a full indemnity basis) in connection with the taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee charges the Deposit to the Bank.

3. Restrictions

The Owner will not without the Bank's consent:

- 3.1 permit or create any mortgage, charge or lien on the Deposit save for pursuant to this deed.
- 3.2 dispose of or assign the Deposit.
- 3.3 make any withdrawal from the Deposit save in accordance with Clause 7(d) of the Facility Agreement. The Bank allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals.

4. The Deposit

- 4.1 If the Account is changed, replaced or renamed, this deed will apply to any credit balance held on the new or renamed account. References to Deposit include any credit balance which derives (in whole or part) from the Deposit.
- 4.2 If the Deposit is for a fixed term and the Owner's Obligations remain outstanding on maturity then the Bank may transfer the Deposit to another account in the Owner's name with the Bank. The Bank will take note of any request by the Owner when selecting the account.

5. Powers of the Bank

- 5.1 The Bank may retain the Deposit and, without prior notice, apply or set off the Deposit to reduce the Owner's Obligations which have matured in accordance with Clause 13 of the Facility Agreement.
- 5.2 The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 5.3 The Bank may serve notice of this deed on any party to perfect the security.

6. Power of Attorney

To give effect to this deed and secure the exercise of any of the Bank's powers, the Owner irrevocably appoints the Bank to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

7. Application of Payments

- 7.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides.
- 7.2 If the Bank receives notice of any charge or other interest affecting the Deposit, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

8. Preservation of other Security and Rights and Further Assurance

- 8.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank, now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.
- 8.2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed.

9. Consents, Notices and Demands

- 9.1 All consents, notices and demands must be in writing.
- 9.2 The Bank may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to the Bank.
- 9.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.
- 9.4 A notice from the Owner to the Bank will be effective on receipt.

10. Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

11. Possession and Enforceability

- 11.1 The Bank does not have an immediate right to possession of the Deposit, and the Owner will continue in possession until the Bank takes possession. If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay.
- 11.2 Any purchaser or third party dealing with the Bank may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.
- 11.3 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

12. Law

- 12.1 English law applies to this deed and the English courts have exclusive jurisdiction.
- 12.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by
the Owner

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Where only one Director signs, a witness is required

Signed by the Director in the presence of:

Witness' signature

Witness' name in full

Address

Occupation

Date

1 4 0 7 1 6

**You must date
the document**

