

MR01

Particulars of a charge

183737 / 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 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
scanned and placed on the public record

FRIDAY



A05 *A37IFYK3* 09/05/2014 #247
COMPANIES HOUSE

1 Company details

Company number 0 6 9 7 2 3 3 9

Company name in full Shaftesbury Marble Arch 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 0 7 0 5 2 0 1 4

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 AIB Group (UK) plc (Lender)

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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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

Airspace within 31 Great Cumberland Place and 16 Great Cumberland Mews London W1 forming part of the land within the Landlord's title number NGL851345

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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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  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 **RACKC/313398-137**

Company name **Addleshaw Goddard LLP**

Address **Milton Gate**

60 Chiswell Street

Post town **London**

County/Region

Postcode **E C 1 Y 4 A G**

Country **United Kingdom**

DX **47 London**

Telephone **020 7606 8855**



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

CHFP025

04/13 Version 1.0



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6972339

Charge code: 0697 2339 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th May 2014 and created by SHAFTESBURY MARBLE ARCH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2014

A handwritten signature in black ink, appearing to be 'J. K.' or similar.

Given at Companies House, Cardiff on 13th May 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated 7 May 2014

SHAFTESBURY MARBLE ARCH LIMITED
as Chargor

AIB GROUP (UK) P.L.C
as Lender

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

Addleshaw Goddard LLP

DATE 8/5/14
ADDLESHAW GODDARD LLP

SUPPLEMENTAL CHARGE BY WAY OF
LEGAL MORTGAGE

ADDLESHAW GODDARD

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This Deed is made on

7 May

2014

Between

- (1) **Shaftesbury Marble Arch Limited** (registered in England with number 06972339 and whose registered office is at 27 Devonshire Terrace, London W2 3DP) (**Chargor**), and
- (2) **AIB Group (UK) p.l.c** as (**Lender**)

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed

Facility Agreement means either,

(a) £11,000,000 facility agreement dated 19 December 2012 between the Red Gate Properties Limited as borrower, the Chargor and Shaftesbury Premier Heathrow Limited as guarantors and the Lender as lender or

(b) the £4,000,000 facility agreement dated 19 December 2012 between the Chargor as borrower, Shaftesbury Premier Heathrow Limited and Red Gate Properties Limited as guarantors and the Lender lender,

Party means a party to this Deed

Property means the property described in the schedule (Property)

Security Agreement means the security agreement dated 20 December 2012 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(1) of the Security Agreement is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Deed** (meaning the **Security Agreement**) shall be read as a reference to this Deed

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, 4, 6, 7, 13 to 17 (inclusive), 19 to 22 (inclusive), 26, 29, 30, 33 and 35 to 38 (inclusive) 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 to 2 3 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,
- (d) granted in favour of the Lender, and
- (e) granted pursuant to clause 33 (Further assurance) of the Security Agreement

2 2 First legal mortgages

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

2 3 First fixed charges

The Chargor charges by way of first fixed charge to the extent that any legal mortgage in clause 2.2 is ineffective as a legal mortgage 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 Consent

The Lender hereby consents to the Chargor entering into a lease in relation to the Property made between (1) Portman Estate Nominees (One) Limited and Portman Estate Nominees (Two) Limited, (2) the Chargor and (3) Oakdene Finance Limited

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 signed on behalf of the Lender and executed as a deed by the Chargor and is 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
Airspace within 31 Great Cumberland Place and 16 Great Cumberland Mews London W1 forming part of the land within the Landlord's title number NGL851345	N/A

SIGNATORIES TO THE DEED

Chargor

Executed as a deed by

Shaftesbury Marble Arch Limited

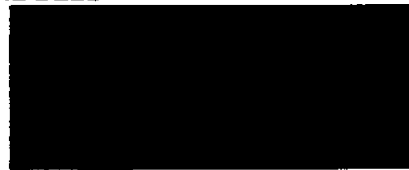
acting by a director in the presence of

)

)

)

Director



Director

~~Signature of witness~~

Name

Address

The Lender

For and on Behalf of **AIB Group (UK) p l c**

By

SIGNATORIES TO THE DEED

Chargor

Executed as a deed by)
Shaftesbury Marble Arch Limited)
acting by a director in the presence of) Director

Signature of witness

Name

Address

The Lender

For and on Behalf of AIB Group (UK) p.l c

By *Alison Taylor*

