

MR07

Particulars of alteration of a charge (particulars of
a negative pledge)



Companies House

☒ **What this form is for**
You may use this form to notify
that a charge has been altered

☐ **What this form is NOT for**
You may not use this form to
that a charge has been altered
an LLP Please use form LL M

WEDNESDAY



A07

A5E213V6

24/08/2016

#99

COMPANIES HOUSE



Please include a certified copy of the instrument of alteration with this form
This will be placed on the public record

1 Company details

Company number 0 8 9 9 7 2 2 0

Company name in full Old House Development Limited

4
→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date d d m m y y y y

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description

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

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged as set out when the charge was registered

Continuation page

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

Short particulars

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Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ①

0 8 9 9 - 7 2 2 0 - 0 0 0 4

① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1

Signature

Please sign the form here

Signature


Signature


X *Gowling WLG (UK) LLP* X

This form must be signed by the company that created the charge or by the person taking the benefit of this or any affected charge

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Particulars of alteration of a charge (particulars of a negative pledge)

 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	Kirsty Barnes
Company name	Gowling WLG (UK) LLP
Address	4 More London Riverside
Post town	London Bridge
County/Region	United Kingdom
Postcode	S E 1 2 A U
Country	United Kingdom
DX	
Telephone	+44 20 3636 7917

 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 of alteration

Part A Charges created before 06/04/2013



- ☐ You have given the charge date
- ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have signed the form


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

Dated 3 AUGUST 2016

THE PERSONS LISTED IN THE SCHEDULE 1

(as Chargors)

(1)

AND

THE PERSONS LISTED IN SCHEDULE 2

(as Lenders)

(2)

DEED OF CROSS-COLLATERALISATION OF
SECURITY

We certify this to be a true and complete
photographic copy of the original
SIGNED Gowling WLG (UK) LLP

Gowling WLG (UK) LLP
LONDON SE1 2AU

DATE 23/08/16



THIS DEED OF CONFIRMATION is dated 3 AUGUST 2016 and made between

- (1) THE PERSONS LISTED IN THE SCHEDULE 1 (each a "Chargor" and together the "Chargors"), and
- (2) THE PERSONS LISTED IN THE SCHEDULE 2 (each a "Lender" and together the "Lenders"), and

WHEREAS

- (A) The Lenders have entered into the Loan Documents with the Chargors as set out in Schedule 3 including two loan facility agreements entered into between (1) Veni Vidi Vici Limited and Tooting Development Company Limited (the "Borrowers") as borrowers and Lendinvest Capital S À R L and Lendinvest Private Finance Partners Limited as lenders dated on around the date of this Deed (denominated in Sterling and Euros respectively and set in Schedule 3 as the New Loan Documents),
- (B) By way of security for the New Loan Documents, the Borrowers granted the New Security Documents set out in Schedule 4 on or around the date of this agreement
- (C) Pursuant to this Deed the Parties hereby agree to cross-collateralise the New Loan Documents and the New Security Documents with the Existing Loan Documents and the Existing Security Documents such that the monies lent pursuant to all the Loan Documents are secured in accordance with the terms of all the Security Documents set out in Schedule 4 subject to the terms set out in this Deed
- (D) Pursuant to this Deed the relevant Lenders also agree to regulate the priority of the New Loan Documents as between themselves (including the terms of the profit share contained in the Sterling Facility as defined in Schedule 3 to this Deed)

NOW IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed, the following definitions shall apply

Insolvency Event

- (a) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of an

Obligor, a moratorium is declared in relation to any indebtedness of an Obligor or an administrator is appointed to an Obligor, or

(b) any composition, compromise, assignment or arrangement is made with any of an Obligor's creditors, or

(c) the appointment of any liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of an Obligor or any of its assets, or

(d) any analogous procedure or step is taken in relation to an Obligor in any jurisdiction,

1 2 In this Deed, unless the context otherwise requires, a reference to

(a) this "**Deed**" means this Deed of Cross-Collateralisation of Security,

(b) words importing the plural include the singular and vice versa,

(c) any document includes that document as amended, novated, supplemented, substituted, replaced, extended or restated,

(d) a clause is a reference to a clause of this Deed,

(e) Section and Clause headings are used for ease of reference only,

(f) a law (1) includes any statute, statutory instrument, constitution, regulation, order, judgment or directive of any government entity, (2) includes any judicial or administrative interpretation or application thereof, and (3) is a reference to that provision as amended, substituted or re-enacted, and

(g) unless a contrary indication appears, a "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees

1 3 A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed

1 4 This Deed may be executed in any number of counterparts

(a) each of which is an original and which together constitute one and the same document as if the signatures on the counterparts were on a single copy of this Deed,

(b) if this Deed is executed in more than one counterpart, it will be deemed to be delivered and has effect when

(i) each party has executed a counterpart of this Deed,

(ii) each party has handed over such counterpart to one of the other parties to this Deed, and

(iii) each of the counterparts has been dated

1 5 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction, will in any way be affected or impaired

2 CONFIRMATIONS

2 1 The Chargors and the Lenders hereby confirm, acknowledge and agree that the Security Documents set out in Schedule 4

(a) secure all moneys, obligations and liabilities whatsoever whether principal, interest or otherwise which now are or at any time may become due, owing and payable to any Lender either alone or jointly with any person or company on any account whether as principal, surety (or guarantor) or otherwise including, without limitation, all moneys due and owing or which may become due and owing to any Lender under or in connection with the New Loan Documents,

(b) continue in full force and effect as a continuing security for all obligations thereby and hereby expressed to be secured, and

(c) together with this Deed shall be read and construed together

- 2.2 To the extent that any Chargor's guarantee, undertaking or indemnity contained in the Security Documents is not, for any reason enforceable on or after the date of this Deed in relation to each Chargor's obligations under the Loan Documents (as amended or varied from time to time), that Chargor guarantees to, undertakes with and indemnifies the Lenders on the terms of those clauses in relation to those obligations on and after the date of this Deed

3 PRIORITY ARRANGMENTS

Subject to the terms of this Deed and any existing priority arrangements, the Parties agree that all moneys, obligations and liabilities whatsoever whether principal, interest or otherwise which now are or at any time may become due to the relevant Lenders under the New Loan Documents (the "**Debt**") will rank for all purposes and at all times in the following order

- 3.1 **First**, the Debt owing to Lendinvest Capital S A R L in its entirety,
- 3.2 **Second**, the Debt owing to Lendinvest Private Finance Partners Limited in its entirety, and
- 3.3 **Third**, Lendinvest Private Finance Partners Limited's entitlement to a profit share in accordance with the terms of the Profit Share arrangement set out at Annex 2 of the Sterling Facility (as defined in Schedule 3 to this Deed)

and that as between the Parties, such order of priorities shall prevail irrespective of whether or not an Insolvency Event shall have occurred so that before and after the occurrence of an Insolvency Event, and unless expressly provided to the contrary in this Deed, a Debt which ranks after other Debts in the foregoing order of priorities shall be subordinate in right of payment to those other Debts

- 3.4 The relevant Chargors and the relevant Lenders hereby confirm, acknowledge and agree that any existing priority arrangements in relation the Existing Security Documents will continue in full force and effect

4 MISCELLANEOUS

This Deed will take effect as a deed notwithstanding that the Lender may have executed it under hand only

5 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 the laws of England & Wales

EXECUTED as a deed and delivered on the date appearing at the beginning of this Deed

SCHEDULE 1

THE CHARGORS

- 1 Veni Vidi Vici Limited, a company incorporated in the Republic of Ireland with company number 395888 having its registered address at 14 The Haven, Glasnevin, Dublin 9
- 2 Tooting Development Company Limited, a company incorporated in England and Wales with company number 08997144 having its registered address at Unit 8, Queripel House, 1 Duke of York Square, London, SW3 4LY.
- 3 Old House Development Limited, a company incorporated in England and Wales with company number 08997220 having its registered address at Unit 8, Queripel House, 1 Duke Of York Sq, London, SW3 4LY
- 4 Andrew Gillick of 22 Roehampton Close, Putney, SW15 5LU

SCHEDULE 2

THE LENDERS

- 1 LENDINVEST CAPITAL S A R L**, a Luxembourg private limited liability company (societe a responsabilite limitee) registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Societes) under number B0186531, having its registered office at 2, Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg
- 2 LENDINVEST PRIVATE FINANCE GENERAL PARTNERS LIMITED**, a company incorporated in England and Wales with company number 07156408, having its registered office at 8 Mortimer Street London, England W1T 3JJ
- 3 MONTELLO DEVELOPMENT FINANCE PARTNERS LIMITED**, a company incorporated in England and Wales with company number 08308230, having its registered office at 8 Mortimer Street London, England W1T 3JJ

SCHEDULE 3

LOAN DOCUMENTS

The New Loan Documents

- 1 Sterling term loan facility between (1) Veni Vidi Vici Limited and Tooting Development Company Limited and (2) Lendinvest Capital S A R L and Lendinvest Private Finance Partners Limited dated on or around the date of this Deed (the "**Sterling Facility**")
- 2 Euro term loan facility between (1) Veni Vidi Vici Limited and Tooting Development Company Limited and (2) Lendinvest Capital S A R L and Lendinvest Private Finance Partners Limited dated on or around the date of this Deed

The Existing Loan Documents

- 3 Loan facility agreement between (1) Tooting Development Company Limited and (2) Lendinvest Private Finance Partners Limited (formerly Montello Private Finance Partners Limited) dated 3 June 2014
- 4 Loan facility agreement between (1) Tooting Development Company Limited and (2) Montello Development Finance LP and Montello Capital S A R L

SCHEDULE 4

SECURITY DOCUMENTS

The New Security Documents

- 1 Legal Mortgage between (1) Tooting Development Company Limited and (2) Lendinvest Capital S À R L dated on or around the date of this Deed
- 2 Debenture between (1) Tooting Development Company Limited (2) Lendinvest Capital S À R L dated on or around the date of this Deed
- 3 Debenture between (1) Veni Vidi Vici Limited and (2) Lendinvest Capital S A R L dated on or around the date of this Deed

The Existing Security Documents

- 4 Debenture between (1) Old House Development Limited and (2) Lendinvest Capital S A R L dated 3 March 2016
- 5 Legal Charge between (1) Andrew Gillick and (2) Lendinvest Private Finance General Partners Limited dated 8 May 2014 in relation to Flat 6, St Mary's Mansions, St Mary's Terrace
- 6 Legal Charge between (1) Andrew Gillick and (2) Montello Development Finance Partners Limited and Lendinvest Private Finance General Partners Limited dated 5 March 2014 in relation to Second Mezzanine and third floor flat known as Flat 5, 45 Nevern Square, Earls Court, London, SW5 9PF
- 7 Legal Charge between (1) Old House Development Limited and (2) Lendinvest Private Finance General Partners Limited dated 7 November 2014 in relation to the property known as Old House, Laurel Dene, 117 Hampton Road

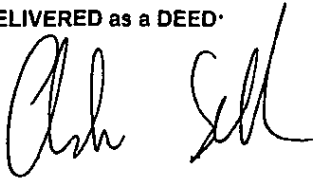
EXECUTION PAGE

CHARGORS

GIVEN under the common seal of

VENI VIDI VICI LIMITED

and DELIVERED as a DEED



Director



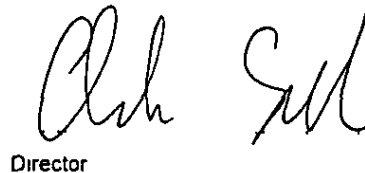
Director/Secretary

EXECUTED as a DEED

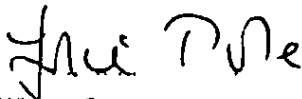
by TOOTING DEVELOPMENT COMPANY

LIMITED

in the presence of



Director



Witness Signature

Witness name **JULIE MULVAN**

Witness address

MOGGERHILL ROAD
SURREY

Witness occupation



PROPERTY INVESTOR
2017

EXECUTED as a DEED)

by OLD DEVELOPMENT COMPANY LIMITED)

in the presence of)

Ad Sell
Director

Julie Mullen

Witness Signature

Witness name JULIE MULLEN

Witness address

Witness occupation

Solator

EXECUTED as a DEED)

by ANDREW GILLICK)

in the presence of)

Ad Sell
Director

Julie Mullen

Witness Signature

Witness name JULIE MULLEN


Witness address

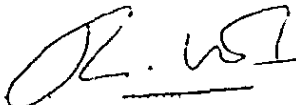
Witness occupation

Solator


LENDERS

EXECUTED as a DEED on behalf of
LENDINVEST CAPITAL S A R L
in the presence of

) 
) Director Maxime A Ferretti

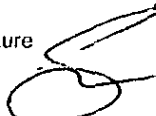

Director

EXECUTED as a DEED on behalf of
LENDINVEST PRIVATE FINANCE
GENERAL PARTNERS LIMITED
in the presence of

) 
) Director

Witness Signature

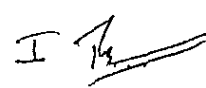
Witness name


LEANNE SMITH

Witness address TWO FITZROY PLACE, 8 MORTIMER STREET, LONDON, W1T 3J5


Witness occupation OPERATIONS

EXECUTED as a DEED on behalf of
MONTELLO DEVELOPMENT
FINANCE PARTNERS LIMITED
in the presence of

) 
) Director

Witness Signature

Witness name


LEANNE SMITH

Witness address TWO FITZROY PLACE, 8 MORTIMER STREET, LONDON, W1T 3J5

Witness occupation OPERATIONS