



Registration of a Charge

Company name: **PRA 1 LIMITED**

Company number: **09728137**



X67310IJ

Received for Electronic Filing: **24/05/2017**

Details of Charge

Date of creation: **22/05/2017**

Charge code: **0972 8137 0004**

Persons entitled: **ABBEEY NATIONAL TREASURY SERVICES PLC**

Brief description: **QUEENS BUILDINGS, 55 QUEEN STREET, SHEFFIELD S1 2DX AS MORE PARTICULARLY DESCRIBED IN A LEASE DATED ON OR AROUND THE DATE OF THIS LEGAL CHARGE BETWEEN (1) THE TWELVE CAPITAL BURGESSES AND COMMONALTY OF THE TOWN AND PARISH OF SHEFFIELD IN THE COUNTY OF YORK AND (2) THE CHARGOR**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **DWF LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9728137

Charge code: 0972 8137 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2017 and created by PRA 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2017 .

Given at Companies House, Cardiff on 25th May 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006

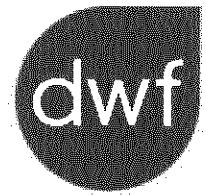


Companies House



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

Execution Version



Date:

22 May 2017

(1) PRA 1 LIMITED
as Chargor

and

(2) ABBEY NATIONAL TREASURY SERVICES PLC
as Lender

SUPPLEMENTAL LEGAL CHARGE TO A SECURITY AGREEMENT DATED 24 MARCH 2016
RELATING TO
QUEENS BUILDINGS, 55 QUEEN STREET, SHEFFIELD, S1 2DX

DWF LLP
20 Fenchurch Street
London
EC3M 3AG

CONTENTS

1. Definitions and Interpretation	1
2. Incorporation of Provisions	1
3. Grant of Security	2
4. Legal Charge	2
5. Supplemental Deed	3
6. Costs and Expenses	3
7. Governing Law	3
SCHEDULE 1	4
Details of Acquired Property	4
SIGNATURE PAGE	5

THIS SUPPLEMENTAL LEGAL CHARGE is dated 22 May 2017 and made between:

- (1) **PRA 1 LIMITED**, a limited company incorporated and registered under the laws of England and Wales with registered number 9728137 with its registered office at 15 Sloane Square, London, SW1W 8ER (the **Chargor**); and
- (2) **ABBAY NATIONAL TREASURY SERVICES PLC** a company incorporated and registered in England and Wales with company number 02338548 (the "**Lender**").

BACKGROUND:

- (A) The **Chargor** is a party to the Security Agreement (as defined below) as an existing chargor pursuant to which it granted security over all its present and future assets as security for the Secured Liabilities (as defined in the Security Agreement).
- (B) The **Chargor** enters into this Deed pursuant to clause 19 (*Further Assurances*) of the Security Agreement in order to more effectively perfect the security created by the Security Agreement over the Acquired Property (as defined below).

TERMS AGREED

1. **Definitions and Interpretation**

- 1.1 In this Deed (including background), the following terms have the following meanings:

Acquired Property means the property specified in the schedule (*Details of Acquired Property*) and each part of it;

Security Agreement means the Security Agreement dated 24 March 2016 and made between (1) the companies named in it as **Chargors** (including the **Chargor**) and (2) the **Lender**;

- 1.2 Terms defined in or construed for the purposes of the Security Agreement have the same meanings when used in this Deed (unless otherwise defined in this Deed).
- 1.3 Unless a contrary indication appears, any reference in this Deed to the **Chargor** or the **Lender** shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- 1.4 The principles of construction set out in clause 1.2 (*Interpretation*) of the Security Agreement shall apply to this Deed with any necessary changes, as if they were set out in full in this Deed.

2. **Incorporation of Provisions**

Clauses 1.3 (*Joint and Several Chargors*), 1.4 (*Third Party Rights*) and 24 (*Notices*) of the Security Agreement are incorporated into this Deed, with any necessary changes and as if references in them to the **Security Agreement** or **this Deed** were reference to this Deed, as if they were set out in full in this Deed.

3. **Grant of Security**

3.1 **Nature of Security**

All Security and dispositions created or made by this Deed are created or made:

- (a) in favour of the Lender;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Liabilities.

4. **Legal Charge**

The Chargor charges and agrees to charge by way of first legal mortgage all its present and future right, title and interest in and to the Acquired Property and (to the extent not so charged):

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on the Acquired Property;
- (b) all easements, servitudes, rights and agreements in respect thereof;
- (c) all rents from, or proceeds of sale of, the whole or any part of the Acquired Property; and
- (d) the benefit of all covenants given in respect of the Acquired Property.

4.2 **Application of Security Agreement Provisions**

The Security created by this Deed is created "pursuant to the Security Agreement" and:

- (a) all references in the Security Agreement to the **Security Assets** include the Acquired Property and the other assets charged by this Deed and to **this Security** include the Security created by or pursuant to this Deed; and
- (b) all provisions of the Security Agreement relating to the **Security Assets** or to **this Security** (including, without limitation, obligations of the Chargor and rights of enforcement) apply respectively to the Acquired Property and the other assets charged by this Deed and to the Security created by this Deed.

4.3 **Restriction**

The Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Lender) for a restriction in the following terms to be entered on the register of title relating to the Acquired 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 [●] in favour of ABBEY NATIONAL TREASURY SERVICES PLC referred to in the charges register or their conveyancer."

5. Supplemental Deed

5.1 Security Agreement

- (a) This Deed is supplemental to the Security Agreement.
- (b) This Deed is a Finance Document.
- (c) From the date of this Deed, the provisions of the Security Agreement and of this Deed shall be read and construed as one and all references to the Security Agreement shall be deemed to incorporate the provisions and amendments contained in this Deed.

5.2 Continuance in Force

For the avoidance of doubt, the provisions of the Security Agreement and the other Finance Documents (except as amended by this Deed) continue to apply and remain in full force and effect.

6. Costs and Expenses

The Chargor shall promptly on demand by to the Lender the amount of all costs and expenses (including legal fees, valuation fees (and any VAT or similar tax thereon)) incurred by the Lender in connection with the negotiation, preparation, execution, registration and completion of this Deed.

7. Governing Law

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

8. Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures (and seals, if any) on the counterparts were on single copy of this Deed.

IN WITNESS of which this Deed has been duly executed by the Chargor as a Deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed by the Chargor.

THE SCHEDULE
Details of Acquired Property

Address	Tenure	Title Number
Queens Buildings, 55 Queen Street, Sheffield as more particularly described in a lease dated on or around the date of this Legal Charge between (1) The Twelve Capital Burgesses and Commonalty of the Town and Parish of Sheffield in the County of York and (2) the Chorgor	Leasehold	To be allocated on the registration at Land Registry of the lease dated on or around the date of this Legal Charge between (1) The Twelve Capital Burgesses and Commonalty of The Town and Parish of Sheffield in the County of York and (2) PRA 1 Limited

EXECUTION PAGE(S)

THE CHARGOR

Executed as a deed, but not delivered until the)
first date specified on page 1)
by **PRA 1 LIMITED** acting by:)

Director

Witness signature:

Witness name:

Witness address:

Address:

Attention:

Fax:

THE LENDER

Signed by _____ for)
and on behalf of **ABBEY NATIONAL**)
TREASURY SERVICES PLC :)

Signature _____

Address: _____

Facsimile No:

Attention: