



Registration of a Charge

Company Name: **ABBEY COMMERCIAL INVESTMENTS LIMITED**

Company Number: **00442441**



Received for filing in Electronic Format on the: **26/10/2022**

XBFFWAYH

Details of Charge

Date of creation: **24/10/2022**

Charge code: **0044 2441 0060**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **38 ST MARY STREET GF, BATH ROW AND ST MARY'S ST, STAMFORD, PE9 2DP AND 38 ST MARY STREET FF&SF, BATH ROW AND ST MARY'S ST, STAMFORD, PE9 2DP. PART OF LL218813 TO BE ALLOCATED ITS OWN TITLE NUMBER BY HM LAND REGISTRY. FOR DETAILS OF THE OTHER PROPERTIES CHARGED PLEASE REFER TO THE SCHEDULE IN THE DEED.**

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:

SHOOSMITHS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 442441

Charge code: 0044 2441 0060

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th October 2022 and created by ABBEY COMMERCIAL INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2022 .

Given at Companies House, Cardiff on 28th October 2022

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**

DATED 24th October 2022

(1) ABBEY COMMERCIAL INVESTMENTS LIMITED

and

(2) LLOYDS BANK PLC

SUPPLEMENTAL LEGAL CHARGE

SHOOSMITHS

THIS DEED is made on the 24th day of ~~April~~ 2022

Between:

- (1) **Abbey Commercial Investments Limited** a company incorporated in England and Wales (company number 00442441) whose registered office is at Devonshire House, 1 Devonshire Street, London, W1W 5DR (the "**Chargor**"); and
- (2) **Lloyds Bank plc** a company incorporated in England and Wales (company number 00002065) whose registered office is at 25 Gresham Street, London EC2V 7HN (the "**Security Agent**").

BACKGROUND

This Deed is supplemental to a debenture dated 28 February 2019 between the Chargor and the Security Agent (as supplemented and amended from time to time, the "**Debenture**") and shall take effect as a Supplemental Debenture for the purposes of the Debenture.

This Deed witnesses as follows:

1 Definitions and interpretation

- 1.1 Capitalised terms defined in the Debenture have the same meaning when used in this Deed unless expressly defined in this Deed.
- 1.2 The provisions of clauses 1.2 (*Construction*) to 1.3 (*Third party rights*) of the Debenture apply to this Deed as though they were set out in full in this Deed except that references to the Debenture will be construed as references to this Deed.
- 1.3 In this Deed, "**Additional Security Assets**" means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.
- 1.4 In this Deed **Related Rights** means, in respect of any asset:
 - (a) all monies, amounts and proceeds paid or payable in respect of (or derived from) that asset (whether as income, capital or otherwise)
 - (b) all rights in respect of, derived from or incidental to that asset (including all rights to make any demand or claim)
 - (c) all powers, remedies, causes of action, guarantees, indemnities, security or other collateral in respect of, or derived from, that asset (or any of them)
 - (d) the benefit of any judgment or order to pay a sum of money and all rights of enforcement in respect of that asset and
 - (e) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that asset or any moneys paid or payable in respect of those covenants.
- 1.5 From the date of this Deed, references within the Debenture to "Secured Assets" shall be construed so as to extend to and include the Additional Security Assets.

- 1.6 The Debenture continues and remains in full force and effect and this Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Deed.
- 1.7 It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.
- 1.8 Clauses 3 (*Real Property*) to 6 (*First fixed charges*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Deed and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Deed or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment by way of security imposed on any other asset whether within that same class of assets or not.

2 Creation of security

- 2.1 The Chargor must pay or discharge the Secured Liabilities as and when the same are due.
- 2.2 All the security created under this Deed:
- 2.2.1 is created in favour of the Security Agent;
- 2.2.2 is created over present and future assets of the Chargor, to the extent that such assets would be (if in existence at the date of this Deed) Additional Security Assets;
- 2.2.3 is security for the payment of all the Secured Liabilities; and
- 2.2.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3 Real property

- 3.1 The Chargor charges by way of a first legal mortgage all estates or interests in the real property (if any) specified in the Schedule to this Deed including:
- 3.1.1 all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- 3.1.2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 3.1.4 (First Fixed Charge on plant and machinery) of the Debenture, the Chargor charges by way of a first fixed charge the plant and machinery (if any) specified in the Schedule to this Deed.

5 Assignments

- 5.1 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption all of its rights, title and interest from time to time under or in respect of:

5.1.1 all Rental Income, any proceeds of sale and all other sums payable under any Lease (including any guarantee relating to any Lease Document), in each case, relating to the Additional Security Assets;

5.1.2 the Charged Contracts relating to the Additional Security Assets; and

5.1.3 the Insurances and Insurance Proceeds relating to the Additional Security Assets.

together with, in each case, all other Related Rights thereto

5.2 The Chargor shall remain liable to perform all its obligations under each Lease, each Charged Contract and each Insurance, in each case, relating to the Additional Security Assets.

5.3 Notwithstanding the other terms of this clause 5.1, prior to the occurrence of an Event of Default which is continuing, the Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Charged Contracts.

6 First Fixed Charges

To the extent not validly and effectively charged by way of legal mortgage in accordance with clause 3.1 or assigned in accordance with clause 5 (as applicable), the Chargor charges by way of first fixed charge all of its rights, title and interest from time to time in and to, the assets referred to in those clauses, together with, in each case, all other Related Rights thereto

7 Negative Pledge

The Chargor shall not create or permit to subsist any Security over any of the Additional Security Assets.

8 Perfection of Security

8.1 Application for restriction

8.1.1 The Chargor hereby consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Additional Security Assets.

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ♦ in favour of Lloyds Bank Plc referred to in the charges register."

8.1.2 The Chargor confirms that so far as any of the Additional Security Assets are unregistered land, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003

8.2 Notices of assignments and charges

8.2.1 Insurances and Insurance Proceeds

The Chargor shall comply with its obligations under clause 3.3.1 of the Debenture in respect of each Insurance or Insurance Proceeds assigned under clause 5.1.3

8.2.2 Charged Contracts

The Chargor shall comply with its obligations under clause 3.3.2 of the Debenture in respect of each Charged Contract (other than a Lease) assigned under clause 5.1.3

8.2.3 Leases

The Chargor shall comply with its obligations under clause 3.3.4 and 3.3.5 of the Debenture in respect of each Lease assigned under clause 5.1.3

9 Finance Document

This Deed is a Finance Document

10 Representations

The Chargor makes the representations and warranties set out in Clause 6 (*Representations and warranties*) of the Debenture to the Security Agent on the date of this Deed as if references in that Clause to "this Deed" were to this Deed.

11 Tacking

The Security Agent must perform its obligations to the Chargor (including any obligation to make available further advances).

12 Miscellaneous

12.1 The provisions of clauses 18 (*communications*), 19 (*assignment and transfer*), 20.2 (*jurisdiction*) and 21 (*This Deed*) (other than clause 21.3) of the Debenture apply to this Deed as if set out in full in this Deed but as though references to the Debenture were references to this Deed.

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

THIS DEED has been signed on behalf of the Security Agent and **EXECUTED AS A DEED** by the Chargor and is delivered as a deed on the date specified at the beginning of this Deed.

SCHEDULE TO SUPPLEMENTAL DEBENTURE**ADDITIONAL SECURITY ASSETS****REAL PROPERTY**

Tenure	Description (address)	Title number
Freehold	38 St Mary Street GF, Bath Row and St Mary's St, Stamford, PE9 2DP and 38 St Mary Street FF&SF, Bath Row and St Mary's St, Stamford, PE9 2DP	Part of LL218813 to be allocated its own title number by HM Land Registry
Freehold	Messenger Business Centre, Crown Lane, Tinwell, PE9 3UF	LT353291
Freehold	4b Ironmonger Street, Stamford, PE9 1PL	Part of LL147786 to be allocated its own title number by HM Land Registry
Freehold	St Giles Hotel, 41-45 St Giles Street, Norwich, Norfolk, NR2 1JR	NK301219 and NK296055
Leasehold	Flat 12c, St Mary's Hill, Stamford, PE9 2DP	Part of LL218813 to be allocated its own title number by HM Land Registry

PLANT AND MACHINERY

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CHARGED CONTRACTS

Intentionally left blank

SIGNATORIES

Chargor

Executed as a deed by **Abbey Commercial Investments Limited** acting by a director in the presence of:

DocuSigned by:
[Redacted Signature]
E18B88118F8A492... Director

Alex Duce

Print name

Signature of witness
Name (in BLOCK CAPITALS)
Address

DocuSigned by:
[Redacted Signature]
E89D776CFC6C4D0... I confirm that I was physically present when Alex Duce signed this document.
Harry Hare

[Redacted Signature]

Security Agent

Signed for and on behalf of **Lloyds Bank plc** by:

Authorised signatory

Print name

SIGNATORIES

Chargor

Executed as a deed by **Abbey Commercial Investments Limited** acting by a director in the presence of:

Director

Print name

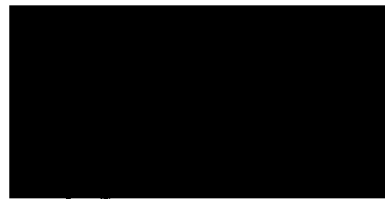
Signature of witness

Name (in BLOCK CAPITALS)

Address

Security Agent

Signed for and on behalf of **Lloyds Bank plc** by:



Authorised signatory

CHAND 02/02/11

Print name