



**Registration of a Charge**

Company name: **HILLERSDON ESTATES & INVESTMENTS LIMITED**

Company number: **00447577**



X8140KUY

Received for Electronic Filing: **12/03/2019**

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**Details of Charge**

Date of creation: **11/03/2019**

Charge code: **0044 7577 0024**

Persons entitled: **AHLI UNITED BANK (UK) PLC**

Brief description: **MONIES STANDING TO THE CREDIT OF STERLING ACCOUNT NO [ ]  
WITH AHLI UNITED BANK (UK) PLC**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **ANITA ZACHARIAS**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 447577

Charge code: 0044 7577 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th March 2019 and created by HILLERSDON ESTATES & INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th March 2019 .

Given at Companies House, Cardiff on 14th March 2019

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

11<sup>th</sup> March

2019

**HILLERSDON ESTATES & INVESTMENTS LIMITED**

- and -

**AHLI UNITED BANK (UK) PLC**

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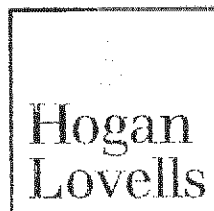
**CHARGE OVER DEPOSIT ACCOUNT**

**(Rent Account)**

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Ref: C2/ZACHAA/1H5028.000406

Hogan Lovells International LLP, Atlantic House, Holborn Viaduct, London EC1A 2FG



DATED

11<sup>th</sup> March

2019

**PARTIES**

- (1) **HILLERSDON ESTATES & INVESTMENTS LIMITED** a company incorporated in England and Wales with registration number 00447577, the registered office of which is at Global House, 303 Ballards Lane, London N12 8NP (the **Chargor**) and
- (2) **AHLI UNITED BANK (UK) PLC** (company registration 00877859) the registered office of which is at 35 Portman Square, London W1H 6LR (hereinafter called the **Lender**)

**WHEREAS:**

- (A) Pursuant to the terms of a facility letter (the **Facility Agreement**) dated 1st March 2019 issued by the Lender to the Chargor the parties have agreed the terms upon which an investment loan facility of up to shall be made available by the Lender to the Chargor.
- (B) The Chargor maintains in the books of the Lender a Sterling account numbered (the **Account**).
- (C) As security for the Chargor's obligations pursuant to the Facility Agreement the Chargor has agreed to execute in favour of the Lender a first fixed charge over the Account (incorporating a full right of set-off upon an Event of Default occurring) in form and substance acceptable to the Lender.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

**1. Interpretation**

- 1.1 In this Deed the definitions and expressions contained in the Facility Agreement shall have the same meanings as therein set forth.
- 1.2 Words importing the singular number only shall include the plural number and vice versa.
- 1.3 The parties hereby confirm and agree the terms conditions covenants representations and warranties and all other matters contained in the Facility Agreement as though they were repeated herein in extenso and covenant with each other accordingly.
- 1.4 This Deed shall be subject to the terms of the Facility Agreement.

**2. Covenant to Pay**

The Chargor HEREBY COVENANTS with the Lender that on demand being made in accordance with the Facility Agreement the Chargor will repay to the Lender the Loan together with all accrued interest and other sums due to the Lender by the Chargor pursuant to the Facility Agreement and this Deed and so that interest shall be computed according to the terms of the Facility Agreement and this Deed as well after as before any judgment obtained hereunder or under the Facility Agreement.

3. **Charge**

For securing the repayment of the Loan and other sums aforesaid the Chargor with full title guarantee and by way of continuing security HEREBY CHARGES to the Lender by way of first fixed charge the monies standing to the credit of the Account and all the Chargor's right title and interest therein with the payment to the Lender of all such sums as now are or shall from time to time become payable under Clause 2.

4. **Set-off**

In consideration of the Facility having been made available by the Lender the Chargor HEREBY COVENANTS and agrees with the Lender that in addition to any general lien or similar right to which the Lender as banker may be entitled by law it may at any time and without notice to the Chargor combine or consolidate all or any of the accounts of the Chargor and the liabilities of the Chargor with the Lender and set-off or transfer any sum or sums standing to the credit of any one or more such accounts (including but not limited to any credit balance on the Account) in or towards satisfaction of any of the liabilities of the Chargor to the Lender on any other account or in any other respect whether pursuant to the Facility Agreement or otherwise and whether such liabilities be actual or contingent primary or collateral and whether several or joint.

5. **Release**

The Chargor hereby acknowledges and agrees with the Lender that:

5.1 Monies held to the credit of the Account shall be held on the terms that (save with the Lender's prior written consent) they shall be released from the charge contained in this Deed (in the case of Clause 5.1.1 to the Chargor and in the case of Clause 5.1.2 and Clause 5.1.3 to the Lender) on the first to occur of:

5.1.1 the date on which the Lender ascertains to its satisfaction that

- (a) the Lender is not under any commitment obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to the Chargor of whatever nature; and
- (b) the Loan together with all interest and other sums due to the Lender by the Chargor pursuant to the Facility Agreement and this Deed has been fully repaid satisfied and discharged;

5.1.2 the date on which an Event of Default occurs;

5.1.3 the date on which an encumbrancer shall take possession or a liquidator administrator receiver administrative receiver trustee or similar officer shall be appointed of the whole or any material part of the undertaking property or assets of the Chargor or either of the Nominee Companies.

5.2 The provisions of this Clause 5 shall be without prejudice to the provisions of Clause 4.

**6. Representations and Warranties**

The Chargor represents warrants and undertakes to the Lender that:

- 6.1 The Chargor is and will at all times during the subsistence of this Deed be and remain the sole lawful beneficial owner of the monies standing to the credit of the Account free from encumbrances (save for the security constituted by Clause 3).
- 6.2 The Chargor has not sold agreed to sell or otherwise disposed or agreed to dispose of the monies standing to the credit of the Account and (save with the Lender's prior written consent) will not at any time during the subsistence of this Deed sell agree to sell or otherwise dispose of the benefit of its right title and interest to the same or any part thereof.

**7. Negative Pledge**

The Chargor agrees not to create or permit to subsist any encumbrance over the Account other than liens arising by operation of law or as permitted by the Lender.

**8. Effectiveness of Security**

It is hereby further agreed and declared that:

- 8.1 The Lender shall be at liberty from time to time to give time for payment of any bill or bills of exchange promissory note or notes or other security or securities which may have been discounted for or received in account from the Chargor by the Lender or on which the Chargor shall or may be liable as drawer or endorser or otherwise join the party or parties thereto or liable thereon as the Lender shall in its discretion think fit without in any manner releasing the Chargor or affecting the security hereby made.
- 8.2 This Deed shall constitute and be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not operate so as in any way to prejudice or affect the security created by any deposit which may have already been made with the Lender of the title deeds relating to any property or other securities which the Lender may now or at any time hereafter hold for or in respect of the money hereby secured or any part thereof.

**9. Costs and Expenses**

The Chargor shall pay all legal and other costs and expenses (including any value added tax or other taxes in respect thereof) incurred by the Lender in connection with the preservation of rights under and the enforcement of the terms of the Facility Agreement and this Deed.

**10. Provisions Severable**

Each of the provisions contained in this Deed shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable under the laws of any jurisdiction the validity legality and enforceability of each of the remaining provisions of this Deed shall not in any way be affected prejudiced or impaired thereby in that jurisdiction nor shall the legality validity or enforceability of any of the provisions herein be affected prejudiced or impaired thereby in any other jurisdiction.

**11. Remedies and Waivers**

- 11.1 The rights powers and remedies provided by this Deed are cumulative and are not and shall not be construed as exclusive of any right of set-off or other rights powers and remedies provided by law.
- 11.2 No failure on the part of the Lender to exercise or delay on the part of the Lender in exercising any of the rights powers and remedies provided by this Deed or by law shall operate as a waiver thereof nor shall any single or partial exercise of any such right power or remedy preclude any further or other exercise thereof or the exercise of any other such right power or remedy.

**12. Jurisdiction**

This Deed shall be governed by (and construed in accordance with) English law and the parties hereto hereby submit to the non-exclusive jurisdiction of the English Courts in respect of any proceedings hereunder or otherwise in connection herewith.

**13. Inconsistency**

In the event of any conflict between the provisions of this Deed and the Facility Agreement the provisions of the Facility Agreement shall prevail.

IN WITNESS whereof the parties hereto have executed this document as a Deed the day and year first before written

EXECUTED as a DEED by )  
**HILLERSDON ESTATES &** )  
**INVESTMENTS LIMITED** )  
acting by a director in the presence of: )

*Edward Jones*

Witness Signature

Witness Name

Witness Address

*Max Steen*  
*68 Willifield Way.*  
*NW11 6YJ.*

Witness Occupation

*Company Director.*

SIGNED for and on behalf of )  
**AHLI UNITED BANK (UK) PLC** )