

534399/23

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **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 with an
instrument. Use form MR02.

For further information, please
refer to our guidance at:
www.gov.uk/guidance/submitting-a-charge-to-the-register

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
charge. If the form is delivered outside of the 21 days it will be rejected unless it is
delivered with a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form.
The instrument must be scanned and placed on the public record. **Do not send the original.**



LD4 *L724F075* #57
COMPANIES HOUSE

TUESDAY

1 Company details

Company number 02036008
Company name in full SHENSTONE PROPERTIES LIMITED

2.4 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 16/03/2018

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 / CBRE LOAN SERVICES LIMITED

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.

MR01

Particulars of a charge

4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
Brief description	<p>The freehold property with title number (pending registration) TY549193 comprising 1, 3, 5, 6, 7, 12, 13, 16, 17, 19, 20, 22, 24, 26, 27, 28, 29, 30, 32, 34, 38, 40, 42, 44, 50, 52, 54, 58, 60, 62, 70 and 72 Ropery Road, Gateshead, NE8 2HP. For more details, please refer to the instrument.</p>	
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.	
	<input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	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).
	<input type="checkbox"/>	
9	Signature	
	Please sign the form here.	
Signature	<p>Signature</p> <p>X <i>Marshall's LLP</i> X</p>	
	This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a charge



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 Alex Pickett

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No: 138 Chancery Lane

Telephone +44 (0)20 7831 9222



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2036008

Charge code: 0203 6008 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th March 2018 and created by SHENSTONE PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th March 2018.

Dv

Given at Companies House, Cardiff on 23rd March 2018



Companies House



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

Date 16 March ~~2017~~ ⁸ *MACS*

SHENSTONE PROPERTIES LIMITED
as Chargor

CBRE LOAN SERVICES LIMITED
as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT

SAVE FOR LATER REFERENCE. CERTIFIED PURSUANT TO S.859G
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.

Macfarlanes
LLP

DATE: *19/3/18*

MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT

DATE

16 March.

2018 MACS

PARTIES

- 1 **SHENSTONE PROPERTIES LIMITED** (registered no. 02036008) whose registered office is at Devonshire House, 60 Goswell Road, London EC1M 7AD (the "**Chargor**")
- 2 **CBRE LOAN SERVICES LIMITED** (formerly known as CBRE Loan Servicing Limited) as agent and trustee for the Secured Parties (as defined in the Facility Agreement) (the "**Security Agent**").

BACKGROUND

- A This deed is supplemental to a Security Agreement dated 26 June 2014 made between (1) the Chargor and (2) Security Agent (the "**Security Agreement**").
- B The Chargor is obliged by the Security Agreement and the Facility Agreement (as defined below) to mortgage the New Charged Property (as defined below) to Security Agent.
- C The parties intend this document to take effect as a deed notwithstanding the fact that Security Agent may only execute this document under hand.

OPERATIVE PROVISIONS1 **Definitions and interpretation**1.1 **Definitions**

Unless the context requires otherwise, terms defined in or for the purposes of the Security Agreement (including by incorporation) shall have the same meaning when used in this deed (including the parties and background sections) and in addition the following terms shall have the following meanings in this deed (including the parties and background sections):

Facility Agreement: means the facility agreement dated 23 June 2014 and made between, amongst others, the Chargor as Borrower, AIG Asset Management (Europe) Limited as arranger and the Security Agent as security agent;

Finance Documents: the meaning given to it in the Facility Agreement;

New Charged Assets: the New Charged Property and the assets referred to in clauses 2.2 and 2.3;

New Charged Property: the properties described in the schedule to this deed.

1.2 **Interpretation**

1.2.1 The provisions of Clause 1.2 (*Construction*) and Clause 1.5 (*Secured Liabilities*) of the Security Agreement shall also apply to this deed as if set out (with any necessary modifications) in this deed.

1.2.2 The provisions of Clause 1.4 (*Nature of security over real property*) of the Security Agreement shall also apply to references in this deed to the New Charged Property.

2 **Grant of security**

As a continuing security for the payment or discharge of the Secured Liabilities, the Chargor with full title guarantee hereby:

- 2.1 grants to the Security Agent (as trustee for the Secured Parties) a charge by way of legal mortgage over all of the New Charged Property;
- 2.2 charges to the Security Agent (as trustee for the Secured Parties) by way of first fixed charge all Property Interests relating to the New Charged Property;
- 2.3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all Insurance Policies relating to the New Charged Property;
- 2.4 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Rental Income and any guarantee of Rental Insurance relating to the New Charged Property; and
- 2.5 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreement and any claims arising under the same, and the benefit of any guarantee or security for the performance of the Assigned Agreement.

3 Land Registry

In respect of any of the New Charged Property or part of or interest in any of the New Charged Property title to which is registered at the Land Registry the Chargor hereby consents to the entry of the following restriction on the register of its title to such New Charged 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 CBRE Loan Services Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

4 Representations and warranties

The Chargor makes the representations and warranties set out in Clause 11 (*Representations and warranties*) of the Security Agreement on the date of this deed.

5 Incorporated provisions

- 5.1 Subject to clause 5.2, all the provisions of the Security Agreement are deemed to be incorporated in this deed as if set out (with any necessary modifications) in this deed and shall apply in relation to the New Charged Assets as they apply to the Charged Assets.
- 5.2 Clause 5.1 above does not apply to Clauses 3.1 (*Fixed security*) and 3.2 (*Floating security*) of the Security Agreement and in the case of clause 1 (*Definitions and interpretation*) of the Security Agreement is subject to clause 1 of this deed.
- 5.3 The New Charged Assets shall be deemed part of the Charged Assets for the purposes of the Security Agreement.

6 Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated in this deed to the extent required to ensure that any purported disposition of the New Charged Property contained in this deed is a valid disposition in accordance with s.2(1) Law of Property (Miscellaneous Provisions) Act 1989.

7 Finance Document

For the purposes of the Facility Agreement the parties designate this deed as a Finance Document.

8 Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

9 Governing law

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

In witness whereof this deed has been duly executed on the date set out at the head of it.

THE SCHEDULE**New Charged Property**

1.	TY549193	<p>The freehold property comprising:</p> <ol style="list-style-type: none"> 1) 1, 3, 5, 6, 7, 12, 13, 16, 17, 19, 20, 22, 24, 26, 27, 28, 29, 30, 32, 34, 38, 40, 42, 44, 50, 52, 54, 58, 60, 62, 70, and 72 Ropery Road Gateshead NE8 2HP; and 2) 80, 82, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 108, 110, 114, 118, 124, 126, 128, 130, 132, and 136 Derwentwater Road Gateshead NE8 2HA, <p>(as transferred out of the property registered at the Land Registry with title numbers TY520410, TY397007 and TY528832 on 23 June 2017)</p>
2.	TY549194	<p>The freehold property comprising:</p> <ol style="list-style-type: none"> 1) 1, 4, 6, 16, 21, 22, 25, 28, 29, 30, 31, 32, 33, 35, 36, 37, 41, 45, 46 and 48 Old School Drive Lemington Newcastle upon Tyne NE15 7AF; 2) 6A, 7, 8A and 11 Weston Denton Road Lemington Newcastle upon Tyne NE15 7LQ; and 3) 1, 3, 5, 7, 8, 9, 10, 11, 12 and 15 Lepidina Close Lemington Necastle upon Tyne NE15 7AG, <p>(as transferred out of the property registered at the Land Registry with title numbers TY513622 and TY513623 on 23 June 2017)</p>
3.	TY549195	<p>The freehold property comprising:</p> <ol style="list-style-type: none"> 1) 1, 2, 5, 6, 7, 8, 9, 10, 12, 14, 16, 17, 18, 19, 20, 21, 22 and 26 Northumbrian Way Killingworth Newcastle upon Tyne NE12 6EB; 2) 3, 4, 5, 6, 7, 11, 12, 15, 18, 19, 20, 21, 23, 26, 27, 28, 29, 31, 32, 33, 35, 37, 39, 41, 42, 43, 45, 46, 47, 48, 49, 51, 52, 53, 57, 59, 61, 65, 67, 69, 73, 75, 77, 79, 81, 83, 85, 91, 93, 97, 101, 103, 105, 107 and 109 Ryder Court Killingworth Newcastle upon Tyne NE12 6EE; and 3) 2, 4, 8, 9, 10 and 11 Southgate, Killingworth Necastle upon Tyne NE12 6ED, <p>(as transferred out of the property registered at the Land Registry with title TY378329 on 23 June 2017)</p>
4.	TY549197	<p>The freehold property comprising:</p> <ol style="list-style-type: none"> 1) 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 Madron Close Newcastle

		<p>upon Tyne NE3 3FJ;</p> <p>2) 8, 10,12, 14, 18 and 22 Newlyn Road Newcastle upon Tyne NE3 3JX; and</p> <p>3) 2, 3, 4, 6, 7 and 8 Alverton Close, Newcastle upon Tyne NE3 3JD,</p> <p>(as transferred out of the property registered at the Land Registry with title numbers TY520560 and TY528741 on 23 June 2017)</p>
--	--	--

Unregistered Land

[Intentionally left blank]

The Chargor

EXECUTED as a DEED and
DELIVERED by **SHENSTONE**
PROPERTIES LIMITED acting by:

)
)
)

[REDACTED]

Director

in the presence of: COLIN WALKER

Signature:

[REDACTED]

Name:

Address: BEECH GROVE HOUSE
MOLLOW LANE
COLTON STAFFS WS15 3LQ

Occupation:

OFFICE MANAGER

The Security Agent

SIGNED by
for and on behalf of **CBRE LOAN**
SERVICES LIMITED:

)
)
)