Companies House

MR01(ef)

Registration of a Charge

Company name: **MARSTON PROPERTIES HOLDINGS LIMITED**

Company number: **03948741**

Received for Electronic Filing: **15/05/2019**

X85J5S9C

Details of Charge

Date of creation: **10/05/2019**

Charge code: **0394 8741 0003**

Persons entitled: **HANDELSBANKEN PLC**

Brief description: **1. 27 ACKMAR ROAD, LONDON, SW6 4UR AND REGISTERED WITH TITLE NUMBER BGL25875 2. FOUNDRY MEWS, BARNES HIGH STREET, LONDON, SW13 9AZ AND REGISTERED WITH TITLE NUMBER TGL385983 3. 712 FULHAM ROAD, LONDON, SW6 5SB REGISTERED WITH TITLE NUMBER 49152 FOR FURTHER DETAILS OF THE LAND CHARGED, REFER TO PART 1 OF SCHEDULE 2 TO THE INSTRUMENT.**

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: **KATE CLARKE**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3948741

Charge code: 0394 8741 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2019 and created by MARSTON PROPERTIES HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2019 .

Given at Companies House, Cardiff on 16th May 2019

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

EVERSHEDS SUTHERLAND

Eversheds Sutherland (International) LLP
115 Colmore Row
Birmingham
B3 3AL
United Kingdom

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DX 13004 Birmingham

eversheds-sutherland.com

Dated: 10 May 2019

(1) MARSTON PROPERTIES HOLDINGS LIMITED AND THE COMPANIES NAMED IN THIS DEED as Original Chargors

(2) HANDELSBANKEN PLC, acting through Chelsea Branch as Lender

Supplemental Legal Charge

Supplemental legal charge to a debenture dated 8 December 2016

10 May

This Supplemental Mortgage is made as a deed on ~~[DATE]~~ 2019 between:

(1) **MARSTON PROPERTIES HOLDINGS LIMITED**, a company incorporated in England and Wales with registered number 03948741 whose registered address is 1 Mills Yard, Fulham, London, SW6 3AQ, (the "**Parent**");

(2) **THE COMPANIES** listed in Schedule 1 (together with the Parent, the "**Original Chargors**"); and

(3) **HANDELSBANKEN PLC** acting through Chelsea Branch, (the "**Lender**").

1. **INTERPRETATION**

1.1 **Definitions**

In this Supplemental Mortgage:

"**Facility Agreement**" means a facility agreement dated 8 December 2016 between, amongst others, the Original Chargors and the Lender as amended and restated by way of an amendment and restatement deed dated on or around the date of this Supplemental Mortgage.

"**Mortgaged Property**" means the Real Property listed in Part I of Schedule 2 (*Details of Secured Property*).

"**Secured Property**" means the assets of the Original Chargors which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Mortgage.

"**Security Agreement**" means a security agreement dated 8 December 2016 between the Original Chargors and the Lender.

1.2 **Construction**

In this Supplemental Mortgage:

1.2.1 unless a contrary indication appears, terms defined in the Facility Agreement and the Security Agreement have the same meaning in this Supplemental Mortgage;

1.2.2 the provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

1.2.2.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and

1.2.2.2 references to the Real Property listed in Part I of Schedule 2 (*Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage; and

1.2.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage.

1.3 **Incorporation of other terms**

The terms of the other Finance Documents and of any side letters between any of the parties to this Supplemental Mortgage are incorporated into this Supplemental Mortgage to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

1.4.1 Unless expressly provided to the contrary in this Supplemental Mortgage, a person who is not a party to this Supplemental Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Mortgage.

1.4.2 Notwithstanding any term of this Supplemental Mortgage, the consent of any person who is not a party to this Supplemental Mortgage is not required to rescind or vary this Supplemental Mortgage at any time.

2. **COVENANT TO PAY**

The Original Chargors, as principal debtors and not just as surety, covenants with the Lender to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

The Original Chargors charge by way of first legal mortgage the Mortgaged Property.

3.2 **Fixed charges**

The Original Chargors charge by way of first fixed charge:

3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property;

3.2.2 all its plant and machinery situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*); and

3.2.3 (save to the extent assigned under Clause 3.3 (*Assignment*)), all Associated Benefits relating to any of the Secured Property.

3.3 **Assignment**

The Original Chargors assign by way of security:

3.3.1 the Insurances listed in Part II of the Schedule 2 (*Details of Secured Property*);

3.3.2 the Lease Documents;

3.3.3 any agreement for the sale of any of its Real Property; and

3.3.4 any Rent and the benefit of any guarantee or security in respect of all Rent,

together with all Associated Benefits relating to the Secured Property.

4. **INCORPORATION OF PROVISIONS**

The terms of the Security Agreement apply to the Mortgaged Property to the extent that they apply to the Real Property listed in Part I of Schedule 2 (*Secured Property*) of the Security Agreement and will be deemed to be incorporated into this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

4.1.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and

4.1.2 references to the Real Property listed in Part I of Schedule 2 (*Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage.

5. RESTRICTION

The Original Chargors shall ensure that a restriction in the following terms is entered on the register of title of the Mortgaged Property at HM Land Registry:

> "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 [DATE OF THIS SUPPLEMENTAL MORTGAGE] in favour of [LENDER] referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Lender to make further advances under the terms of the Finance Documents. The Original Chargors shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

6. CONTINUATION

6.1 Except as supplemented by this Supplemental Mortgage, the Security Agreement will remain in full force and effect.

6.2 On and from the date of this Supplemental Mortgage:

6.2.1 this Supplemental Mortgage and the Security Agreement shall be read and construed as one document and, in particular, the definition of "Charged Property" in the Security Agreement shall include the Secured Property; and

6.2.2 the Original Chargors acknowledge that references to a "Security Agreement" in the Facility Agreement are references to the Security Agreement as supplemented by this Supplemental Mortgage.

7. COUNTERPARTS

This Supplemental Mortgage may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Supplemental Mortgage.

8. GOVERNING LAW

This Supplemental Mortgage and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

9. JURISDICTION

9.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

9.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Mortgage may argue to the contrary.

9.3 This Clause 9 is for the benefit of the Lender only. As a result, the Lender will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Supplemental Mortgage is executed as a deed and delivered on the date stated at the beginning of this Supplemental Mortgage.

SCHEDULE 1

Original Chargors

Name of Chargor	Company number	Registered office	Jurisdiction of incorporation
Marston Properties Limited	00337417	1 Mills Yard, Fulham, London, SW6 3AQ	England and Wales
W.J. Marston & Son Limited	00366405	1 Mills Yard, Fulham, London, SW6 3AQ	England and Wales
Square Yard Limited	05612429	1 Mills Yard, Fulham, London, SW6 3AQ	England and Wales

SCHEDULE 2

Details of Secured Property

Part I – Mortgaged Property

Registered Proprietor	Address/description of the Real Property	Title number
Marston Properties Limited	27 Ackmar Road, London, SW6 4UR	BGL25875
Marston Properties Limited	Foundry Mews, Barnes High Street, London, SW13 9AZ	TGL385983
Marston Properties Limited	712 Fulham Road, London, SW6 5SB	49152
Marston Properties Limited	88 Fulham Palace Road, London, W6 9PL	LN81038
Marston Properties Limited	90 Fulham Palace Road, London, W6 9PL	305227
Marston Properties Limited	163 New Kings Road, London, SW6 4SN	LN145748
Marston Properties Limited	170 Wandsworth Bridge Road, London, SW6 2UQ	LN109470
Marston Properties Limited	11 Eardley Crescent, London, SW5 9JS	NGL12119

Part II – Insurances

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
FP1019561003	28 February 2019	Arch Insurance trading as Fusion Insurance Services Ltd

EXECUTION of SUPPLEMENTAL MORTGAGE

The Original Chargors

Executed as a deed by)
Marston Properties Holdings Limited,)
acting by two directors or one director and its)
secretary:

....

Director

Name:

....

Director/Secretary

Name:

Executed as a deed by)
Marston Properties Limited,)
acting by two directors or one director and its)
secretary:

....

Director

Name:

....

Director

Name:

Executed as a deed by)
W.J. Marston & Son Limited,)
acting by two directors or one director and its)
secretary:

....

Director

Name:

....

Director

Name:

Executed as a deed by)
Square Yard Limited,)
acting by two directors or one director and its)
secretary:

....

Director

Name:

....

Director

Name:

The Lender

Executed as a deed by
an authorised signatory for

HANDELSBANKEN PLC,
ACTING THROUGH CHELSEA BRANCH

in the presence of:

[redacted] Gary Groome

[redacted] Julian Reynolds

Witness signature: [redacted]

Witness Name: Jack Simmons

Witness Address: Handelsbanken
125 Kensington High Street
London
W8 5SF

Witness Occupation: Banker

Communications to be delivered to:

Address: 2nd Floor, 125 Kensington High Street, London, W8 5SF

Fax number:

Attention: Kieran Costello or Gary Newbrook

EVERSHEDS
SUTHERLAND

Eversheds Sutherland (International) LLP
115 Colmore Row
Birmingham
B3 3AL
United Kingdom

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F: +44 20 7919 4919
DX 13004 Birmingham

eversheds-sutherland.com

Dated: 10th May 2019

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Marston Properties Limited	170 Wandsworth Bridge Road, London, SW6 2UQ	LN109470
Marston Properties Limited	11 Eardley Crescent, London, SW5 9JS	NGL12119

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Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
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EXECUTION of SUPPLEMENTAL MORTGAGE

The Original Chargors

Executed as a deed by **Marston Properties Holdings Limited,** acting by two directors or one director and its secretary:)

[redacted]

Director

Name: CAROLINE L. MARSTON

[redacted]

Director/Secretary

Name: NOREEN TAPP

Executed as a deed by **Marston Properties Limited,** acting by two directors or one director and its secretary:)

[redacted]

Director

Name: CAROLINE L MARSTON

[redacted]

Director

Name: NOREEN TAPP

Executed as a deed by **W.J. Marston & Son Limited,** acting by two directors or one director and its secretary:)

[redacted]

Director

Name: CAROLINE L. MARSTON

[redacted]

Name: NOREEN TAPP

Executed as a deed by
Square Yard Limited,
acting by two directors or one director and its secretary:

[redacted]

Director

Name: CAROLINE L. MARSTON

[redacted]

Director

Name: NOREEN TAPP

The Lender

Executed as a deed by
an authorised signatory for

HANDELSBANKEN PLC,
ACTING THROUGH CHELSEA BRANCH

in the presence of:

Authorised Signatory

Authorised Signatory

Witness signature:

Witness Name:

Witness Address:

Witness Occupation:

Communications to be delivered to:

Address: 2nd Floor, 125 Kensington High Street, London, W8 5SF

Fax number:

Attention: Kieran Costello or Gary Newbrook