



Registration of a Charge

Company name: **SKILLGREAT LIMITED**

Company number: **04066859**



X910J10B

Received for Electronic Filing: **17/03/2020**

Details of Charge

Date of creation: **13/03/2020**

Charge code: **0406 6859 0003**

Persons entitled: **AVIVA COMMERCIAL FINANCE LIMITED**

Brief description: **N/A**

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: **BRYAN CAVE LEIGHTON PAISNER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4066859

Charge code: 0406 6859 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2020 and created by SKILLGREAT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2020 .

Given at Companies House, Cardiff on 18th March 2020

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

SUPPLEMENTAL DEED (ADDITION OF PROPERTY)

Chief Land Registrar - please note that Clause 2.3 of this Supplemental Deed contains an application to enter a restriction on the register of the affected titles.

THIS SUPPLEMENTAL DEED is made the **13** day of **March** 2020

BETWEEN:-

- (1) **THE PARTIES** listed in, Schedule 1 (*Existing Chargers*) (the "**Existing Chargers**");
- (2) **TODAYMEDIX LIMITED** (*Charging Chargor*) (the "**Charging Chargor**" and together the Charging Chargor and Existing Chargers being the "**Chargors**"); and
- (3) **AVIVA COMMERCIAL FINANCE LIMITED**, formerly known as Norwich Union Mortgage Finance Limited (Company Number 2559391) of Carrara 0, 6 Surrey Street, Norwich, NR1 3GG as trustee for itself and the other Lenders from time to time (the "**Trustee**" which expression shall include the successors in title and assigns of the Trustee);

and is **SUPPLEMENTAL** to a Deed of Legal Charge (the "**Principal Deed**") dated 20 November 2001 and made between, among others, (1) the Existing Chargers and (2) the Trustee and to all deeds supplemental thereto.

NOW THIS SUPPLEMENTAL DEED WITNESSES as follows:-

1 DEFINITIONS

All words and expressions defined in the Principal Deed shall, unless otherwise defined herein, have the same meanings where used in this Supplemental Deed.

2 CHARGE OF NEW PROPERTY

2.1 As security for the payment and discharge of its obligations hereunder and in respect of the indebtedness, the Charging Chargor with full title guarantee, and to the intent that the security created shall rank as a continuing security, hereby charges to the Trustee:-

- (a) by way of legal mortgage, the property particulars of which are set out in Schedule 2 (*New Property*) to this Supplemental Deed together with all buildings, erections and fixtures and fittings (but excluding tenants' fixtures and fittings) and fixed plant, equipment and machinery for the time being thereon and all improvements and additions thereto and all easements, benefits, rights and licences appurtenant thereto, subject to and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, options, covenants, indemnities, guarantees, warranties and conditions affecting the same and all proceeds of sale therefrom but otherwise free from Encumbrance (the "**New Property**");
- (b) (in the case of leasehold property) by way of fixed charge any interest in reversion to the leasehold interest for that Property specified in Schedule 2 to this Supplemental Deed;
- (c) by way of fixed charge, the moneys from time to time deposited with the Trustee on the terms set out in Schedule 6 to the Principal Deed; and
- (d) (to the extent not effectively assigned under Clause 2.2) by way of fixed charge the assets, (including present and future property, contracts, revenues and rights of every description) which are specified in Clause 2.2.

We certify that, save for material redacted pursuant to s.859G Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Bryan Cave Leighton Paisner LLP

Acclafide House

London Bridge

London EC4R 9HA

- 2.2 As security for the payment and discharge of its obligations hereunder and in respect of the Indebtedness, the Charging Chargor with full title guarantee hereby assigns absolutely and agrees to assign absolutely to the Trustee (subject to re-assignment on discharge of the Indebtedness) all rights and claims to which the Charging Chargor is now or may hereafter become entitled in relation to the New Property including, without limitation:-
- (a) all insurances related to the New Property and any proceeds derived therefrom; and
 - (b) any rights or remedies derived from any such contract or arrangement.
- 2.3 The Charging Chargor hereby applies to the Chief Land Registrar to enter on the register a restriction that "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 entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 13 March 2020 in favour of Aviva Commercial Finance Limited referred to in the Charges Register".
- 2.4 The Charging Chargor hereby represents and warrants to the Trustee (for the benefit of itself and the other Lenders) that it is the legal and beneficial owner of the whole of each of the New Property.
- 2.5 The Charging Chargor hereby represents and warrants to the Trustee (for the benefit of itself and the other Lenders) that no part of the New Property is registered as a freehold estate in commonhold land under Part 1 of the Commonhold and Leasehold Reform Act 2002 and there is no pending application for any such registration.
- 2.6 Insofar only as such would be required within the following 12 months pursuant to the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 (SI 2015/962) or any statute or regulation which supersedes or supplements those regulations, the Charging Chargor must procure an energy performance certificate for each New Property and provide the Trustee with a copy of that certificate, which must be in form and substance satisfactory to the Trustee, by no later than 1 April 2022.
- 2.7 Notwithstanding clause 5 of the Principal Deed, the Charging Chargor undertakes to hold all deeds and documents of title relating to the New Property in a dry and safe place, and to the order of the Trustee.

3 CONTINUING OBLIGATIONS

Each Existing Chargor confirms and acknowledges that its respective obligations under the Principal Deed as amended on or before the date of this Supplemental Deed and under any other document entered into by such Existing Chargor in relation to the Indebtedness shall continue in full force and effect notwithstanding the execution of this Supplemental Deed.

4 PRINCIPAL DEED

The Principal Deed shall henceforth be read in conjunction with this Supplemental Deed.

5 GOVERNING LAW

- 5.1 This Supplemental Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or

enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

- 5.2 Each Chargor irrevocably agrees for the benefit of the Trustee and each Lender that the High Court of Justice in England (the "Court") shall have exclusive jurisdiction (subject as provided below) to settle any claim, dispute or difference arising out of or in connection with this Supplemental Deed or its subject matter, existence, negotiation, validity, termination or enforceability (including a non-contractual claim or dispute).
- 5.3 Each Chargor irrevocably waives any right that it may have to object to an action being brought in the Court, to claim that the action has been brought in an inconvenient forum or to claim that the Court does not have jurisdiction.
- 5.4 Such aforesaid submission to the jurisdiction of the Court shall not (and shall not be construed so as to) limit the right of the Trustee to bring legal proceedings in any other court of competent jurisdiction (including, without limitation, the courts having jurisdiction by reason of a Chargor's place of incorporation). Legal proceedings by the Trustee in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether by way of substantive action, ancillary relief, enforcement or otherwise.

IN WITNESS WHEREOF the Chargors hereto have executed this instrument as a deed the day and year first before written.

Schedule 1
Existing Chargors

Chargor	Company Number	Jurisdiction of Incorporation
Todaymedix Limited	04066865	England & Wales
Skillgreat Limited	04066859	England & Wales

**Schedule 2
New Property**

Chargor	Property Description	Title Number	Tenure
Todaymedix Limited	72 to 82 (even) Edgware Way, Edgware HA8 8JS	NGL63108	Freehold

EXECUTION PAGE

CHARGING CHARGOR

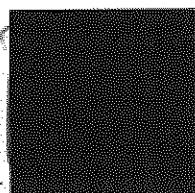
Executed as a deed by TODAYMEDIX LIMITED)
acting by)

.....)
Director

in the presence of:

Witness details:

Signature of witness:



Name of witness:

Address of witness:..... Martin Bale BA (Hons)
Group Solicitor
FRESHWATER GROUP LEGAL SERVICES LTD
Freshwater House
158-162 Shaftesbury Avenue
London WC2H 8HR
DX 51650 Covent Garden

Occupation:

.....

Benzion Freshwater
Director

EXISTING CHARGORS

Executed as a deed by **SKILLGREAT LIMITED** acting by

.....

in the presence of:

.....
Director

Benzion Freshwater
Director

Witness details:

Signature of witness:

.....
[Redacted Signature]

Name of witness:

Martin Bale BA (Hons)
Group Solicitor
FRESHWATER GROUP LEGAL SERVICES LTD
Freshwater House
158-162 Shaftesbury Avenue
London WC2H 8HR
DX 51650 Covent Garden

Address of
witness:.....

Occupation:
.....

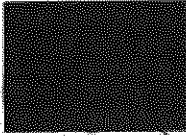
Executed as a deed by TODAYMEDIX)
LIMITED acting by)
)
)
)
)

.....
in the presence of:

.....
Director

Benzion Freshwater
Director

Witness details:

Signature of witness: 

Name of witness: Martin Bale BA (Hons)
Group Solicitor
..... FRESHWATER GROUP LEGAL SERVICES LTD
Freshwater House
Address of 158-162 Shaftesbury Avenue
witness: London WC2H 8HR
..... DX 51650 Covent Garden
.....
.....
.....

Occupation:
.....

TRUSTEE

Executed as a deed (but not delivered until the date
inserted above) by
AVIVA COMMERCIAL FINANCE LIMITED
acting by its attorney

Gillian Gibb

Attorney

In the presence of:

Witness details:

Signature of witness:



Name of witness: *BARBARA DECKS*

Address of witness: Carrara 0
Surrey Street
Norwich
Norfolk
NR1 3UY

Occupation:

Administrative Assistant