



Registration of a Charge

Company Name: **ASHFORD INVESTOR (GENERAL PARTNER) LIMITED**

Company Number: **04139737**



Received for filing in Electronic Format on the: **27/06/2022**

XB712IPM

Details of Charge

Date of creation: **23/06/2022**

Charge code: **0413 9737 0016**

Persons entitled: **BAYERISCHE LANDESBANK**

Brief description: **THE LAND KNOWN AS ASDA STORES LTD, KIMBERLEY WAY, ASHFORD (TN24 0SE) AS SHOWN EDGED RED (BUT EXCLUDING THE LAND TINTED PINK) ON THE TITLE PLAN AS AT THE DATE OF THE INSTRUMENT AND REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER K787252. FOR FURTHER DETAILS OF LAND CHARGED PLEASE SEE THE CHARGING INSTRUMENT.**

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: **WE 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: **STEPHENSON HARWOOD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4139737

Charge code: 0413 9737 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2022 and created by ASHFORD INVESTOR (GENERAL PARTNER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2022 .

Given at Companies House, Cardiff on 28th June 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

Supplemental Legal Mortgage

Dated 23 June **2022**

(1) Ashford Investor (General Partner) Limited

and

Ashford Investor (Partnership Trustco) Limited
(the Chargors)

and

(2) Bayerische Landesbank
(the Security Agent)

This deed is dated 23 June 2022 between:

- (1) **(A) Ashford Investor (General Partner) Limited**, a company incorporated under the laws of England and Wales with registered number 04139737 having its registered office at Nations House, 103 Wigmore Street, London W1U 1QS; and **(B) Ashford Investor (Partnership Trustco) Limited**, a company incorporated under the laws of England and Wales with registered number 04139729 having its registered office at Nations House, 103 Wigmore Street, London W1U 1QS (together the "**Chargors**" and each a "**Chargor**"); and
- (2) **Bayerische Landesbank** registered with the commercial register of the Local Court of Munich under registration number HRA 76030 and having its registered office at Brienner Strasse 18, 80333 Munich, Germany as security trustee for the Secured Parties (the **Security Agent**).

This deed witnesses as follows:

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Facility Agreement and the Security Agreement have the same meanings in this Mortgage unless they are expressly defined in it, and in addition:

"Facility Agreement" means the facility agreement dated 22 February 2017 (as amended by an amendment letter dated 23 December 2020, as amended and restated by an amendment and restatement deed dated 22 February 2022 and as amended and restated by an amendment and restatement deed dated 23 May 2022) between, amongst others, The Ashford Investor Limited Partnership as Borrower, the Arranger, the Original Lenders, the Original Hedge Counterparties, the Agent and the Security Agent.

"Security Agreement" means the security agreement dated 23 May 2022 between the Chargors and others and the Security Agent.

1.2 Interpretation

This Mortgage takes effect as a deed even if it is signed under hand on behalf of the Security Agent.

2 Incorporation of provisions into each Legal Mortgage

Clauses 1.2 (*Construction*), 1.3 (*Third party rights*), 1.6 (*Incorporation of terms from the Facility Agreement*), 7 (*Undertakings relating to the Security Assets*), 9 (*Enforcement*), 10 (*Appointment and powers of Receivers*), 11 (*Protection of purchasers*), 12 (*Protection of the Secured Parties and Receivers*), 13 (*Preservation of Security*), 14 (*Tacking for further advances*), 15 (*Further assurance*), 16 (*Power of attorney*), 17 (*Discharge of Security*), 18 (*Contractual recognition of bail-in*), 19 (*Governing law*) and 20 (*Enforcement*) of the Security Agreement are deemed to form part of this Deed as if expressly incorporated into this Deed and as if references in those Clauses to (a) the Security Agreement were references to this Deed and (b)

the Security Assets were references to the assets of a Chargor from time to time charged in favour of, or assigned (whether at law, or in equity) to the Security Agent by or pursuant to this Deed.

3 Nature of security created

All of the Security created under this Mortgage is created:

- 3.1 in favour of the Security Agent as trustee for the Secured Parties;
- 3.2 as a continuing security to secure the payment and discharge of all of the Secured Liabilities;
- 3.3 (except in the case of assets which are the subject of a legal mortgage under this Mortgage) over all present and future assets of the kind described which are owned by a Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them; and
- 3.4 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4 Fixed security

Each Chargor:

- 4.1 charges by way of first legal mortgage its Real Property including those listed in the Schedule, (*Real Property charged by way of legal mortgage*); and
- 4.2 charges, to the extent not subject to the charge by way of legal mortgage in Clause 4.1, by way of first fixed charge its Real Property which it has now or which it owns and which it may subsequently acquire.

5 Application to Land Registrar

Each Chargor shall apply to the Land Registry in Form RX1 and consents to the registration against the registered titles specified in the Schedule (*Real Property charged by way of legal mortgage*) of:

- 5.1 a restriction in the following terms:

"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 Bayerische Landesbank referred to in the charges register or their conveyancer. (Form P)"; and
- 5.2 a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

6 Negative pledge

The Chargors shall not create or permit to subsist any Security over any Security Asset except for Permitted Security.

7 Governing law

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

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule**Real Property charged by way of legal mortgage**

| Description address | Title number |
|---|---------------------|
| The land known as Asda Stores Ltd, Kimberley Way, Ashford (TN24 0SE) as shown edged red (but excluding the land tinted pink) on the title plan as at the date of this Deed and registered at HM Land Registry with Title Number K787252. | K787252 |
| The land known as land at Mcarthur Glen Designer Outlet, Kimberley Way, Ashford as shown edged red (but excluding the land tinted pink) on the title plan as at the date of this Deed and registered at HM Land Registry with Title Number K824115. | K824115 |
| The land known as Romney Marsh Road, Ashford as shown edged red on the title plan as at the date of this Deed and registered at HM Land Registry with Title Number TT59331. | TT59331 |
| The land known as Romney Marsh Road, Ashford as shown edged red on the title plan as at the date of this Deed and registered at HM Land Registry with Title Number TT109741. | TT109741 |

EXECUTION PAGE

The Chargors

Executed as a deed by Ashford Investor (General Partner) Limited acting by a director in the presence of:

SIGNATURE REDACTED

Director

signature

SIMON JOHNSTON

signature of witness

SIGNATURE REDACTED

print name

name

TINA JUNE BUCKHAW

address

ADDRESS REDACTED

Executed as a deed by Ashford Investor (Partnership Trustco) Limited acting by a director in the presence of:

SIGNATURE REDACTED

Director

signature

SIMON JOHNSTON

signature of witness

SIGNATURE REDACTED

print name

name

TINA JUNE BUCKHAW

address

ADDRESS REDACTED