



**Registration of a Charge**

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

Company Number: **04139737**



Received for filing in Electronic Format on the: **04/02/2022**

XAX4383C

**Details of Charge**

Date of creation: **04/02/2022**

Charge code: **0413 9737 0012**

Persons entitled: **BAYERISCHE LANDESBANK**

Brief description: **THE FREEHOLD LAND AT ROMNEY MARSH ROAD, ASHFORD. TITLE NUMBER: TT109741**

**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: **STEPHENSON HARWOOD LLP**



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

Company number: 4139737

Charge code: 0413 9737 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2022 and created by ASHFORD INVESTOR (GENERAL PARTNER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2022 .

Given at Companies House, Cardiff on 7th February 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

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

Signed: *Stephenson Harwood LLP*

Dated: 4th February 2022

**Supplemental Legal Mortgage**

Dated *4 February* 2022

**(1) Ashford Investor (General Partner) Limited  
(the Chargor)**

and

**(2) Bayerische Landesbank  
(the Security Agent)**

Stephenson Harwood LLP  
1 Finsbury Circus, London EC2M 7SH  
T: +44 20 7329 4422 | F: +44 20 7329 7100  
DX: 64 Chancery Lane | [www.shlegal.com](http://www.shlegal.com)

**STEPHENSON  
HARWOOD**

This deed is dated 4 February 2022 between:

- (1) 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 (the **Chargor**); and
- (2) **Bayerische Landesbank** 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 between, among others, the Chargor and others as Obligors, the Arranger, the Original Lenders, the Hedge Counterparty, the Agent and the Security Agent as amended or restated from time to time.

"**Security Agreement**" means the security agreement dated 28 February 2017 between the Chargor 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 (*Governing law*) and 19 (*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 the 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 the 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**

The 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**

The 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 4 February 2022 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 Chargor 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 freehold land at Romney Marsh Road, Ashford

TT109741

**EXECUTION PAGE**

**The Chargor**

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



Director

signature

SIMON JOHNSON

print name

signature of witness



name

JASMIN CHIU

print name of witness

address

NATIONS HOUSE  
103 WIGMORE ST  
LONDON  
W1U 1QS  
UK

**Security Agent**

**Signed by for and on behalf of Bayerische Landesbank**

.....  
Signature Signatory

signature

.....  
print name

.....  
signature

.....  
Signature Signatory

.....  
print name

Address: Bayerische Landesbank as Agent  
Mid Office Agency Desk - 6011-  
Brienner Str.18  
80333 Munich, Germany

FAO: Ms. Jitka Svarc and Ms. Patricia Imrich

Email: Jitka.svarc@bayernlb.de and Patricia.imrich@bayernlb.de