



Registration of a Charge

Company name: **MALL NOMINEE ONE LIMITED**

Company number: **04564731**



X8W59EVE

Received for Electronic Filing: **07/01/2020**

Details of Charge

Date of creation: **06/01/2020**

Charge code: **0456 4731 0039**

Persons entitled: **CBRE LOAN SERVICES LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description: **LAND ADJACENT TO AINSWORTH STREET, BLACKBURN BETWEEN BLACKBURN WITH DARWEN BOROUGH COUNCIL (1) MALL NOMINEE ONE LIMITED AND MALL NOMINEE TWO LIMITED (2) AND THE MALL LIMITED PARTNERSHIP ACTING BY ITS GENERAL PARTNER, THE MALL (GENERAL PARTNER) LIMITED (3). FOR FURTHER DETAILS, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **LINKLATERS BUSINESS SERVICES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4564731

Charge code: 0456 4731 0039

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th January 2020 and created by MALL NOMINEE ONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th January 2020 .

Given at Companies House, Cardiff on 8th January 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 SECURITY AGREEMENT

dated 6 January 2020

Linklaters
LLP

MALL NOMINEE ONE LIMITED and MALL NOMINEE TWO LIMITED
as Chargors

In favour of

CBRE LOAN SERVICES LIMITED
as Security Agent

Certified to be a true copy of the original
LINKLATERS LLP
LINKLATERS LLP
Date 06/01/2020

Linklaters

Ref: L-254663

Linklaters LLP

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THIS SUPPLEMENTAL DEED is dated 6 January 2020 and is made between:

- (1) MALL NOMINEE ONE LIMITED (registered in England and Wales No. 04564731) and MALL NOMINEE TWO LIMITED (registered in England and Wales No. 0456441) (the "**Chargors**"); and
- (2) CBRE LOAN SERVICES LIMITED as security agent for the Secured Parties (the "**Security Agent**").

BACKGROUND:

- (A) This Deed is supplemental to a security agreement the "**Security Agreement**" dated 4 January 2017 between, among others, the Chargors and the Security Agent.
- (B) The Chargors have agreed to charge certain property to be demised to them pursuant to an agreement dated 8 January 2019 and made between (1) Blackburn with Darwen Borough Council, (2) the Chargors and (3) The Mall Limited Partnership (acting by its general partner The Mall (General Partner) Limited).
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Construction

- (a) Capitalised terms defined in the Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Incorporation of defined terms*) and clause 1.3 (*Construction*) of the Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Security Agreement will be construed as references to this Deed.
- (c) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.2 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2. CREATION OF SECURITY

2.1 Security

Each Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charges in favour of the Security Agent by way of a first legal mortgage all estates or interests in the Real Property specified in Schedule 1 (*Real Property*).

2.2 Land Registry

Each Chargor consents to a restriction in the following terms being entered on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"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 6 January 2011 in favour of CBRE Loan Services Limited referred to in the charges register or their conveyancer. (Standard Form P)".

3. SUPPLEMENTAL SECURITY

3.1 Incorporation

- (a) The Security Agreement shall be read together with this Deed.
- (b) The terms of clause 3 (*Restrictions on dealing with Security Assets*) to clause 28 (*Counterparts*) of and schedule 2 (*Rights of Receivers*) to the Security Agreement are deemed to be incorporated into this Deed as if set out in full in this Deed (with all necessary modifications).

3.2 Confirmations

- (a) The Chargors confirm that, as security for the payment of the Secured Liabilities, they have charged (by way of first fixed charge) or assigned (by way of security) in favour of the Security Agent the assets relating to the property specified in Schedule 1 (*Real Property*) and referred to in clause 2.1 (*Creation of Security Interests*) the Security Agreement.
- (b) The Parties confirm that this Deed is a Security Document.

4. GOVERNING LAW

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

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

REAL PROPERTY

Land adjacent to Ainsworth Street, Blackburn (comprising former highway land which is now part of Blackburn with Darwen Borough Council's freehold title number LA728134) demised by the lease dated 6 January 2010 between Blackburn with Darwen Borough Council (1) Mall Nominee One Limited and Mall Nominee Two Limited (2) and The Mall Limited Partnership (acting by its general partner, The Mall (General Partner) Limited) (3), to be registered at the Land Registry after the date of this Deed.

limited
up

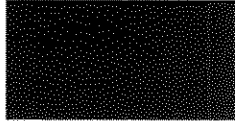
SIGNATORIES

Chargors

EXECUTED as a DEED by

MALL NOMINEE ONE LIMITED

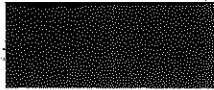
acting by:



Director STUART WETHERLY

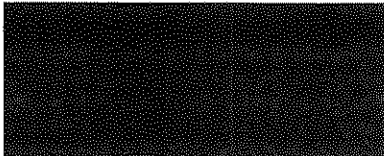
In the presence of:

Witness's signature:



Name: CLIFFCE FREER

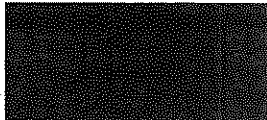
Address:



EXECUTED as a DEED by

MALL NOMINEE TWO LIMITED

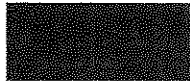
acting by:



Director STUART WETHERLY

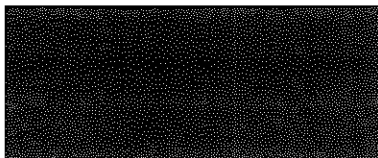
In the presence of:

Witness's signature:



Name: CLAIRE FREER

Address:



[Signature page to the Supplemental Security Agreement]

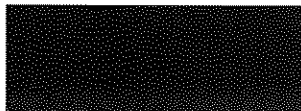
Security Agent

CBRE LOAN SERVICES LIMITED

By:



MUHAMMAD MOYNUL ISLAM
Authorised Signatory



STEVEN HARLE
Authorised Signatory

[Signature page to the Supplemental Security Agreement]