



Registration of a Charge

Company Name: **ABBEY COMMERCIAL LTD**

Company Number: **04827515**



Received for filing in Electronic Format on the: **10/05/2023**

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Details of Charge

Date of creation: **04/05/2023**

Charge code: **0482 7515 0006**

Persons entitled: **BANK J. SAFRA SARASIN (GIBRALTAR) LTD**

Brief description: **THE LAND AND BUILDINGS AT 27, 29 AND 31 HIGH STREET AND 3 AND 3A MARKET STREET DARTFORD, DA1 1DT HAVING TITLE NUMBER K509170 AND THE OTHER PROPERTIES LISTED IN THE SCHEDULE OF 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: **CHARLOTTE WOODFIELD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4827515

Charge code: 0482 7515 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th May 2023 and created by ABBEY COMMERCIAL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2023 .

Given at Companies House, Cardiff on 11th May 2023

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**



J. Safra Sarasin

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 9 May 2023
SIGNED DLA Piper UK LLP
DLA PIPER UK LLP

DATED

4 May

2023

(1) ABBEY COMMERCIAL LTD
as Charging Company

- and -

(2) BANK J. SAFRA SARASIN (GIBRALTAR) LTD
as Lender

**SUPPLEMENTAL LEGAL
CHARGE**
to a group debenture dated 28 November
2019

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THIS SUPPLEMENTAL LEGAL CHARGE is made on

4 May

2023

BETWEEN:

- (1) **ABBEY COMMERCIAL LTD** a company incorporated and registered under the laws of England and Wales with registered number 04827515 with its registered office at 113 Brent Street, London NW4 2DX (the "**Charging Company**"); and
- (2) **BANK J. SAFRA SARASIN (GIBRALTAR) LTD** (the "**Lender**").

BACKGROUND:

- A The Charging Company is a party to the Group Debenture (as defined below) under which it granted security over all its present and future assets as security for the Secured Obligations (as defined in the Group Debenture).
- B The Charging Company enters into this Deed pursuant to clause 20 (*Further assurances*) of the Group Debenture in order to more effectively perfect the security created by the Group Debenture over the Additional Property (as defined below).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the recitals to it):

- (a) terms defined in or construed for the purposes of the Group Debenture (as defined below) have the same meanings when used in this Deed (unless otherwise defined in this Deed); and
- (b) the following terms have the following meanings:

"**Additional Property**" means each property specified in the schedule (*Details of Additional Properties*) and each part of it; and

"**Group Debenture**" means the group debenture dated 28 November 2019 and made between (1) the companies named in it as Chargors (including the Charging Company) and (2) the Lender.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to the "**Charging Company**" or the "**Lender**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- (b) The principles of construction set out in clause 1.2 (*Interpretation*) of the Group Debenture shall apply to this Deed, with any necessary changes, as if they were set out in full in this Deed.

1.3 Incorporation of provisions

Clauses 1.3 (*Third party rights*) and 25 (*Notices*) of the Group Debenture are incorporated into this Deed, with any necessary changes and as if references in them to the "*Group Debenture*" or "*this Deed*" were references to this Deed, as if they were set out in full in this Deed.

2. GRANT OF SECURITY

2.1 Nature of security

All Security and dispositions created or made by this Deed are created or made:

- (a) in favour of the Lender;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

2.2 Legal charge

The Charging Company charges and agrees to charge by way of first legal mortgage all its present and future right, title and interest in and to each Additional Property and (to the extent not so charged):

- (a) all buildings and fixtures (including trade fixtures), fittings and fixed plant and machinery at any time on each Additional Property;
- (b) all easements, servitudes, rights and agreements in respect of each Additional Property;
- (c) all rents from, or proceeds of sale of, the whole or any part of each Additional Property; and
- (d) the benefit of all covenants given in respect of each Additional Property.

2.3 Application of Group Debenture provisions

The Security created by this Deed is created "*pursuant to the Group Debenture*" and:

- (a) all references in the Group Debenture to the "**Security Assets**" include each Additional Property and the other assets charged by this Deed, and to "**this Security**" includes the Security created by or pursuant to this Deed; and
- (b) all provisions of the Group Debenture relating to the "**Security Assets**" or "**this Security**" (including, without limitation, obligations of the Charging Company and rights of enforcement) apply respectively to each Additional Property and the other assets charged by this Deed and to the Security created by this Deed.

2.4 Restriction

The Charging Company shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Lender) for a restriction in the following terms to be entered on the Register of Title relating to each Additional Property:

"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 [◆] 2023 in favour of Bank J. Safra Sarasin (Gibraltar) Ltd referred to in the charges register or their conveyancer."

3. SUPPLEMENTAL DEED

3.1 Group Debenture

- (a) This Deed is supplemental to the Group Debenture.
- (b) This Deed is a Finance Document.
- (c) From the date of this Deed the provisions of the Group Debenture and of this Deed shall be read and construed as one and all references to the Group Debenture shall be deemed to incorporate the provisions and amendments contained in this Deed.

3.2 Continuance in force

For the avoidance of doubt, the provisions of the Group Debenture and the other Finance Documents (except as amended by this Deed) continue to apply and remain in full force and effect.

4. COSTS AND EXPENSES

The Charging Company shall promptly on demand pay to the Lender the amount of all costs and expenses (including legal fees, valuation fees (and any VAT or similar Tax thereon)) incurred by the Lender in connection with the negotiation, preparation, execution, registration and completion of this Deed.

5. GOVERNING LAW

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

IN WITNESS of which this Deed has been duly executed by the Charging Company as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed by the Charging Company.

SCHEDULE: DETAILS OF ADDITIONAL PROPERTIES

Address	Title number
27, 29 and 31 High Street and 3 and 3A Market Street Dartford, DA1 1DT	K509170
7 The Town, Enfield, EN2 6LE	MX458475
74 Eltham High Street, London, SE9 1BT	TGL73147
214 Station Road, Edgware, HA8 7AR	NGL64173
30 Great Portland Street, London, W1W 8QU	NGL94563

EXECUTION PAGE

THE CHARGING COMPANY

Executed as a deed, but not delivered until the first)
date specified on page 1, by ABBEY)
COMMERCIAL LTD acting by:)

Director BARRY ACKERMAN

Witness signature

Witness name:

Witness address:

ANNIE SAHAKIAN

Address: 113 Brent Street
London
NW4 2DX

THE LENDER

Signed by)

and)

Signature _____
Authorised Signatory

for and on behalf of BANK J. SAFRA
SARASIN (GIBRALTAR) LTD:

Address: 47 Berkeley Square
London
W1J 5AU

Signature _____
Authorised Signatory

Facsimile No: 0207 514 1001

Attention: Barry Deasy