



Registration of a Charge

Company name: **RR SEA STRAND LIMITED**

Company number: **05916975**



X89A8UIJ

Received for Electronic Filing: **08/07/2019**

Details of Charge

Date of creation: **05/07/2019**

Charge code: **0591 6975 0006**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY AGENT)**

Brief description: **ALL THAT FREEHOLD LAND KNOWN AS MOCHDRE COMMERCE PARC,
TY GWYN ROAD, MOCHDRE, COLWYN BAY REGISTERED AT THE LAND
REGISTRY UNDER TITLE NUMBER CYM304119**

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5916975

Charge code: 0591 6975 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th July 2019 and created by RR SEA STRAND LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2019 .

Given at Companies House, Cardiff on 9th July 2019

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**

DEED OF ACCESSION – SECURITY AGREEMENT

THIS DEED is made on 5 July 2019

BETWEEN:-

- (1) **RR SEA STRAND LIMITED** (the "**New Chargor**"), a company incorporated in England or Wales with company number 05916975 whose registered office is at Beaufort House, 51 New North Road, Exeter, United Kingdom, EX4 4EP;
- (2) **THE COMPANIES** whose names and registered numbers are listed in Schedule 1 (each an "**Existing Chargor**" and together the "**Existing Chargors**"); and
- (3) **THE ROYAL BANK OF SCOTLAND PLC** as the Security Agent.

INTRODUCTION

- (A) This Deed is supplemental to a deed dated 22 December 2017 (as supplemented and amended from time to time, the "**Security Agreement**") between each of the companies named in the Security Agreement as Chargors and NatWest Markets Plc (referred to therein by its former name, The Royal Bank of Scotland plc) as agent and trustee for the Secured Parties.
- (B) Pursuant to an amendment and restatement deed dated 19 June 2019, NatWest Markets Plc resigned as agent and trustee for the Secured Parties and The Royal Bank of Scotland plc was appointed as the successor agent and trustee for the Secured Parties under the Finance Documents.
- (C) The New Chargor in consideration of the Finance Parties making or continuing to make facilities available to it or any other member of its group has agreed to enter into this Deed and become a Chargor under the Security Agreement.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Security Agreement have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1 of the Security Agreement apply to this Deed insofar as they are relevant to it, as they apply to the Security Agreement.

2. ACCESSION

The New Chargor agrees to become a party to and to be bound by the terms of the Security Agreement with immediate effect and so that the Security Agreement shall be read and construed for all purposes as if the New Chargor had been an original party to the Security Agreement in the capacity of a Chargor (but so that the Security created pursuant to such accession shall be created on the date of this Deed).

3. SECURITY

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of Clause ~~Error! Reference source not found.~~ of the Security Agreement, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 2 (*Details of Land*);

- 3.2 the Insurances assigned or (to the extent not assigned or effectively assigned) charged shall include the Insurances referred to in Schedule 3 (*Details of Insurances*); and
- 3.3 the Specific Contracts assigned or (to the extent not assigned or effectively assigned) charged shall include the Specific Contracts referred to in Schedule 4 (*Details of Specific Contracts*).

4. CONSENT OF EXISTING CHARGORS

The existing Chargors hereby consent to the terms of this Deed and confirm that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Security Agreement.

5. EFFECT ON THE SECURITY AGREEMENT

- 5.1 The Security Agreement and this Deed shall be read and construed as one document so that references in the Security Agreement to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 5.2 For the purposes of this Deed and the Security Agreement and with effect from the date of this Deed, the property and assets of the New Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Charged Property and references in the Security Agreement to the Security created by or pursuant to the Security Agreement will be deemed to include the Security created by or pursuant to this Deed.

6. GOVERNING LAW

This Deed of Accession 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 set out at the beginning of this Deed.

SCHEDULE 1

THE CHARGORS

Name of Company	Registration Number
RR UK (Central) Limited	Jersey Registration Number: 106427
RR UK (Cheshunt) Limited	Jersey Registration Number: 101508
RR UK (South) Limited	Jersey Registration Number: 101261
RR UK (Port Solent) Limited	Jersey Registration Number: 101510

SCHEDULE 2
DETAILS OF LAND

Property	Registered Proprietor	Property Description
Mochdre Industrial Park, Ty Gwyn Road, Mochdre, Colwyn Bay	RR Sea Strand Limited	ALL that freehold land known as Mochdre Commerce Parc, Ty Gwyn Road, Mochdre, Colwyn Bay registered at the Land Registry under title number CYM304119

SCHEDULE 3
DETAILS OF INSURANCES

Insurer	Policy Number
Insurer: Aviva Insurance plc	Policy Number: PM515784

SCHEDULE 4
DETAILS OF SPECIFIC CONTRACTS

None

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargor

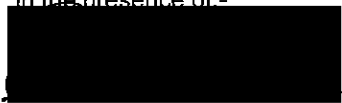
EXECUTED AS A DEED by
RR SEA STRAND LIMITED

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by SARAH ANN CAMPBELL
a Director


Director

in the presence of-


Signature of witness:

SMAN LAURIE
Name of witness:

C/O BRODIES LLP
Address:

110 QUEEN ST

GLASGOW

The Existing Chargors

**EXECUTED AS A DEED by
RR UK (CENTRAL) LIMITED**

by.....Maria Renault.....
a Director Charles Millard-Beer

in the presence of:-

Signature of witness:

.....Blake Applegate.....
Name of witness:

Address: Second Floor, No: 4 The Forum,
Grenville Street,
.....St. Helier, Jersey JE2 4UF
Channel Islands

**EXECUTED AS A DEED by
RR UK (CHESHUNT) LIMITED**

by.....Maria Renault.....
a Director Charles Millard-Beer

in the presence of:-

Signature of witness:

.....Blake Applegate.....
Name of witness:

Address: Second Floor, No: 4 The Forum,
Grenville Street,
.....St. Helier, Jersey JE2 4UF
Channel Islands

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Director

For and on behalf of
STOPFORD MANAGEMENT LIMITED
as Corporate Director

For and on behalf of
CITCO JERSEY LIMITED
as Company Secretary

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)

Director

For and on behalf of
STOPFORD MANAGEMENT LIMITED
as Corporate Director

For and on behalf of
CITCO JERSEY LIMITED
as Company Secretary

EXECUTED AS A DEED by
RR UK (PORT SOLENT) LIMITED

by.....Maria Renault.....
a Director Charles Millard-Beer

in the presence of:-

.....
Signature of witness:

Blake Applegate
Name of witness:

Address: Second Floor, No. 4 The Forum,
Grenville Street,
.....St. Helier, Jersey JE2 4UF
Channel Islands
.....

EXECUTED AS A DEED by
RR UK (SOUTH) LIMITED

by.....Maria Renault
a Director Charles Millard-Beer

in the presence of:-

.....
Signature of witness:

Blake Applegate
Name of witness:

Address: Second Floor, No. 4 The Forum,
Grenville Street,
.....St. Helier, Jersey JE2 4UF
Channel Islands
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Director

For and on behalf of
STOPFORD MANAGEMENT LIMITED
as Corporate Director

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For and on behalf of
CITCO JERSEY LIMITED
as Company Secretary

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Director

For and on behalf of
STOPFORD MANAGEMENT LIMITED
as Corporate Director

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For and on behalf of
CITCO JERSEY LIMITED
as Company Secretary

The Security Agent


EXECUTED AS A DEED by
THE ROYAL BANK OF SCOTLAND PLC

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)

by JOHN NIKYTE
an Authorised Signatory


Authorised Signatory

in the presence of:-


Signature of witness:

Roderick Hansen
Name of witness:

Address:

24-25 St Andrew Square,

Edinburgh, EH2 1AF