



Registration of a Charge

Company name: **SOVEREIGN NOMINEES NO.2 LIMITED**

Company number: **07620346**

Received for Electronic Filing: **04/07/2019**



X88ZUPU3

Details of Charge

Date of creation: **25/06/2019**

Charge code: **0762 0346 0009**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **FREEHOLD LAND AND BUILDINGS KNOWN AS 73 BLACKBIRD CLOSE, BRADWELL, NR31 8RT AND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER NK68542. FOR MORE DETAILS, PLEASE REFER TO SCHEDULE 2 OF THE SUPPLEMENTAL LEGAL MORTGAGE.**

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:

PAULA INGLIS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7620346

Charge code: 0762 0346 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2019 and created by SOVEREIGN NOMINEES NO.2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2019 .

Given at Companies House, Cardiff on 5th 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**

DATED

25 June

2019

THE PARTIES LISTED IN SCHEDULE 1
as Chargors

- and -

BARCLAYS BANK PLC
as Security Trustee

SUPPLEMENTAL LEGAL MORTGAGE

Save for material redacted pursuant to s859G of the Companies Act 2006, we hereby certify that this is a true copy of the composite original seen by me

Signed:

P. Vignati (PANA INC)

Dated:

28 June 2019

International
Hogan Lovells International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG



Matter ref 1001BB/063972
F3/KOONERVI/6403500

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

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DATED

25 June

2019

PARTIES

- (1) **THE PARTIES** listed in Schedule 1 (the "**Chargors**"); and
- (2) **BARCLAYS BANK PLC** as security trustee for the Secured Parties (the "**Security Trustee**").

BACKGROUND

- (A) This Deed is supplemental to a debenture (the "**Principal Charge**") dated 5 July 2017 between, amongst others, (1) the Chargors and (2) the Security Trustee.
- (B) The Chargors are obliged by the Principal Charge and the Facility Agreement (defined in the Principal Charge) to mortgage, charge or assign as appropriate the New Property and the New Co-Owned Property to the Security Trustee on the terms set out below.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"New Property" means the property, details of which are set out in Part A, Schedule 2 (*New Property*), including all:

- (i) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;
- (ii) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it; and
- (iii) easements, access-rights, rights of way, wayleaves and rights attaching to it.

"New Co-Owned Property" means the property, details of which are set out in Part B, Schedule 2 (*New Co-Owned Property*).

1.2 Construction

Save as set out at Clause 1.1 (*Definitions*) of this Deed, the terms of clause 1 (*Definitions and interpretation*) of the Principal Charge shall apply to this Deed with all necessary modifications and as if they were set out here in full.

1.3 Joint and several Chargors

Where two or more persons purport to create a Security Interest over a Charged Asset under this Deed then:

- (a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset;

- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset; and
- (c) each person shall be deemed to have confirmed the Security Interest granted by the others.

2. SECURITY

2.1 General

All the security created under this Deed is created in favour of the Security Trustee as continuing security for the payment and discharge of the Liabilities with full title guarantee.

2.2 Mortgage

The Chargors charge the New Property by way of legal mortgage.

2.3 Fixed Charge

Each Chargor charges by way of a fixed charge, its right, title and interest in each New Co-Owned Property described opposite its name in Schedule 2, Part B.

3. CHARGORS' COVENANTS

- 3.1 Each Chargor covenants with the Security Trustee to perform and observe all its covenants and obligations expressed in or implied by the terms of the Principal Charge as if they were set out here in full (with all necessary modifications) and the same shall apply to the New Property as appropriate.
- 3.2 Except as expressly allowed under the Facility Agreement or this Deed, the Chargors must not create or permit to subsist any Security Interest over any Charged Asset (including, without limitation, the New Property).

4. INCORPORATION

All the terms, powers and provisions contained in the Principal Charge (including the exclusion of section 93 of the Law of Property Act 1925 restricting the right of consolidation) are deemed incorporated here as if set out in full (with all necessary modifications) and shall apply to the New Property as appropriate.

5. RESTRICTION

- 5.1 Each Chargor authorises the Security Trustee to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estates:

"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 Barclays Bank PLC referred to in the Charges Register (or its conveyancer)."

- 5.2 Each Chargor authorises the Security Trustee to apply to the Land Registry to enter any obligation to make further advances on the charges register of the relevant registered estates.

6. ENFORCEMENT

- (a) The Liabilities shall be deemed to have become due for the purposes of section 101 of the Law of Property Act 1925 immediately upon the date of this Deed.
- (b) The enforcement powers of the Security Trustee in connection with this Deed shall be immediately exercisable:
 - (i) upon the occurrence of an Event of Default which is continuing; or
 - (ii) at the Security Trustee's discretion, at the request of the Chargors.
- (c) The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.
- (d) In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Security Trustee or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred and is continuing and that the Liabilities are outstanding and have become due.

7. POWER OF ATTORNEY

- 7.1 Each Chargor by way of security irrevocably appoints the Security Trustee and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Security Trustee and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of any of the Charged Assets and/or for the purpose of enforcing the performance of that Chargor's obligations in connection with this Deed.
- 7.2 Each Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

8. LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

The terms of any other agreement, document or side letter between the parties to this Deed are incorporated to the extent required for the purported disposition of the New Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

9. RIGHTS OF THIRD PARTIES

- 9.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 9.2 The Parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

10. LAW AND JURISDICTION

10.1 Governing law

This Deed, and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by English law.

10.2 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute, including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Deed (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 10.2 (*Jurisdiction of English courts*) is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

The Chargors

Chargors	Jurisdiction of incorporation	Company number
Sovereign Nominees Ltd	England and Wales	07620241
Sovereign Nominees No 2 Ltd	England and Wales	07620346
BPT Bridgewater (Home Reversions) Limited	England and Wales	3450780

SCHEDULE 2

Part A

New Property

Registered Proprietor	Description/ Address	Freehold/ Leasehold	Title Reference
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	73 Blackbird Close, Bradwell (NR31 8RT)	F/H	NK68542
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	9 Pierce Close, Padiham, Burnley, (BB12 8JA)	F/H	LA750611
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	33 Alvis Avenue, Herne Bay, (CT6 8AR)	F/H	K165079
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	4 Sanderson Close, Drifffield, (YO25 6YF)	F/H	HS181038
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	Flat 44, 298 Haslucks green Road, Shirley, Solihull (B90 2ND)	L/H	WM767012
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	41 Beaconhill Drive, Worcester, (WR2 6DR)	F/H	HW89974
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	176 Barton Lane, Eccles (M30 0FG)	L/H	GM970929
		F/H	GM759333
BPT Bridgewater (Home Reversions) Limited	2 Litchdon Cottages, Litchdon Street, Barnstaple, (EX32 8ND)	F/H	DN360480

Part B

New Co-Owned Property

Registered Proprietor	Description/ Address	Freehold/ Leasehold	Title Reference
BPT Bridgewater (Home	26 College Road, Bournemouth and garden ground, garage and	L/H	DT395317

Reversions) Limited (CRN: 3450780), June Doreen Longmore and Alan William Longmore	dustbin site (BH5 2DX)		
Sovereign Nominees Limited (CRN: 7620241), Sovereign Nominees No. 2 Limited (CRN: 7620346), Dennis Rowan and Pauline Francis Rowan	5 Victor Road, Thatcham (RG19 4LX)	F/H	BK290665

EXECUTION PAGE

Chargors

Executed and delivered as a Deed by)
Sovereign Nominees Limited acting by)
PAUL BARBER
in the presence of:



Director

Witness Signature:

C. McGrath

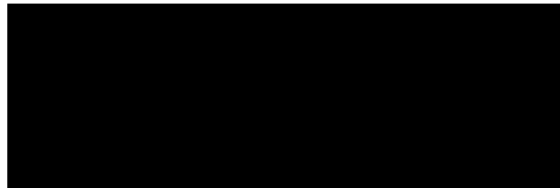
Witness Name:

CAROLINE MCGRATH

Witness Address:

ONE VINE STREET
LONDON W1J 0AT

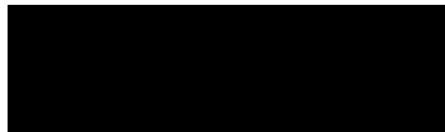
Executed and delivered as a Deed by)
BPT Bridgewater (Home Reversions))
Limited acting by PAUL BARBER



in the presence of:

Director

Witness Signature:



Witness Name:

CAROLINE MCGRATH

Witness Address:

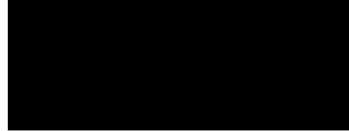
ONE VINE STREET
LONDON W1J 0AT

Executed and delivered as a Deed by)
Sovereign Nominees No 2 Limited)
acting by *PAUL BARBER*



Director

Witness Signature:



Witness Name:

CAROLINE MCGRATH

Witness Address:

*ONE VINE STREET
LONDON WJ 0AF*

Security Trustee

Executed as a deed by as)
duly authorised signatory for and on)
behalf of **BARCLAYS BANK PLC** in the)
presence of

.....
as authorised signatory

Witness' signature

Witness' address

Occupation:

Address for notices:
Barclays Bank PLC
1 Churchill Place
London
E14 5HP
Fax:
Email:

DATED

25 JUNE

2019

**THE PARTIES LISTED IN SCHEDULE 1
as Chargors**

- and -

BARCLAYS BANK PLC
as Security Trustee

SUPPLEMENTAL LEGAL MORTGAGE



Matter ref 1001BB/063972
F3/KOONERVI/6403500

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

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DATED

25 JUNE

2019

PARTIES

- (1) **THE PARTIES** listed in Schedule 1 (the "**Chargors**"); and
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BACKGROUND

- (A) This Deed is supplemental to a debenture (the "**Principal Charge**") dated 5 July 2017 between, amongst others, (1) the Chargors and (2) the Security Trustee.
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OPERATIVE PROVISIONS**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

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- (ii) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it; and
- (iii) easements, access-rights, rights of way, wayleaves and rights attaching to it.

"**New Co-Owned Property**" means the property, details of which are set out in Part B, Schedule 2 (*New Co-Owned Property*).

1.2 Construction

Save as set out at Clause 1.1 (*Definitions*) of this Deed, the terms of clause 1 (*Definitions and interpretation*) of the Principal Charge shall apply to this Deed with all necessary modifications and as if they were set out here in full.

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3. CHARGORS' COVENANTS

- 3.1 Each Chargor covenants with the Security Trustee to perform and observe all its covenants and obligations expressed in or implied by the terms of the Principal Charge as if they were set out here in full (with all necessary modifications) and the same shall apply to the New Property as appropriate.
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7. POWER OF ATTORNEY

- 7.1 Each Chargor by way of security irrevocably appoints the Security Trustee and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Security Trustee and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of any of the Charged Assets and/or for the purpose of enforcing the performance of that Chargor's obligations in connection with this Deed.
- 7.2 Each Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

8. LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

The terms of any other agreement, document or side letter between the parties to this Deed are incorporated to the extent required for the purported disposition of the New Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

9. RIGHTS OF THIRD PARTIES

- 9.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 9.2 The Parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

10. LAW AND JURISDICTION

10.1 Governing law

This Deed, and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by English law.

10.2 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute, including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Deed (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 10.2 (*Jurisdiction of English courts*) is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

The Chargors

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Sovereign Nominees No 2 Ltd	England and Wales	07620346
BPT Bridgewater (Home Reversions) Limited	England and Wales	3450780

SCHEDULE 2

Part A

New Property

Registered Proprietor	Description/ Address	Freehold/ Leasehold	Title Reference
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	73 Blackbird Close, Bradwell (NR31 8RT)	F/H	NK68542
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	9 Pierce Close, Padiham, Burnley, (BB12 8JA)	F/H	LA750611
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	33 Alvis Avenue, Herne Bay, (CT6 8AR)	F/H	K165079
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	4 Sanderson Close, Driffield, (YO25 6YF)	F/H	HS181038
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	Flat 44, 298 Haslucks green Road, Shirley, Solihull (B90 2ND)	L/H	WM767012
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	41 Beaconhill Drive, Worcester, (WR2 6DR)	F/H	HW89974
Sovereign Nominees Ltd and Sovereign Nominees No 2 Ltd	176 Barton Lane, Eccles (M30 0FG)	L/H	GM970929
		F/H	GM759333
BPT Bridgewater (Home Reversions) Limited	2 Litchdon Cottages, Litchdon Street, Barnstaple, (EX32 8ND)	F/H	DN360480

Part B

New Co-Owned Property

Registered Proprietor	Description/ Address	Freehold/ Leasehold	Title Reference
BPT Bridgewater (Home	26 College Road, Boumemouth and garden ground, garage and	L/H	DT395317

Reversions) Limited (CRN: 3450780), June Doreen Longmore and Alan William Longmore	dustbin site (BH5 2DX)		
Sovereign Nominees Limited (CRN: 7620241), Sovereign Nominees No. 2 Limited (CRN: 7620346), Dennis Rowan and Pauline Francis Rowan	5 Victor Road, Thatcham (RG19 4LX)	F/H	BK290665

EXECUTION PAGE

Chargors

Executed and delivered as a Deed by)
Sovereign Nominees Limited acting by)

in the presence of:

Director

Witness Signature:

Witness Name:

Witness Address:

Executed and delivered as a Deed by)
BPT Bridgewater (Home Reversions))
Limited acting by

in the presence of:

Director

Witness Signature:

Witness Name:

Witness Address:

Executed and delivered as a Deed by)
Sovereign Nominees No 2 Limited)
acting by

in the presence of:

Director

Witness Signature:

Witness Name:

Witness Address:

Security Trustee

Andrew Wainwright
Executed as a deed by as)
duly authorised signatory for and on)
behalf of **BARCLAYS BANK PLC** in the)
presence of

as authorised signatory

Witness' signature

Witness' address *Atlantic House, Holborn Viaduct*

Occupation: *Solicitor*

Address for notices:
Barclays Bank PLC
1 Churchill Place
London
E14 5HP
Fax:
Email: