



Registration of a Charge

Company name: **ZOE VAUXHALL LIMITED**

Company number: **08825221**

Received for Electronic Filing: **04/12/2018**



X7K2KQB7

Details of Charge

Date of creation: **04/12/2018**

Charge code: **0882 5221 0003**

Persons entitled: **SVENSKA HANDELSBANKEN AB (PUBL)**

Brief description: **THE LEASEHOLD LAND COMPRISED IN AND SHOWN EDGED RED ON THE PLAN OF TITLE MS611460 AND BEING APARTMENTS 1, 2, 3, 5, 6, 8, 10, 11, 12, 15, 20, 21, 22, 23, 24, 26, 28, 29, 30, 31, 34, 39, 40, 41, 45, 50, 52, 53 AND 55, 1 MARLBOROUGH STREET, LIVERPOOL L3 2BB AS VARIED BY A DEED OF VARIATION DATED 13 APRIL 2017 AND MADE BETWEEN (1) ILIAD (LIVERPOOL) LIMITED (2) ZOE VAUXHALL LIMITED AND (3) JUGGLERS YARD MANAGEMENT COMPANY LIMITED.**

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: **HILL DICKINSON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8825221

Charge code: 0882 5221 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th December 2018 and created by ZOE VAUXHALL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th December 2018 .

Given at Companies House, Cardiff on 6th December 2018

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 *4th December* 2018

DEED OF SUBSTITUTED SECURITY

between

(1) Zoe Vauxhall Limited

and

(2) Svenska Handelsbanken AB (publ)

Relating to
Various Residential Apartments,
1st, 2nd, 3rd, 4th, 5th, 6th and 7th Floors
Jugglers Yard
Vauxhall Road
Liverpool

CONTENTS

CLAUSE	PAGE
1 Interpretation	1
2 Original Security	3
3 Release	3
4 Substituted Security	3
5 Registration at the Land Registry	4
6 Continuity	4
7 Counterparts	5
8 Governing law	5
9 Jurisdiction	5
SCHEDULE 1	6
Released Property	6
SCHEDULE 2	7
Substituted Property	7

THIS DEED is dated

4th December

2018

PARTIES

- (1) **ZOE VAUXHALL LIMITED** incorporated and registered in England and Wales with company number 08825221 whose registered office is at 4th Floor, Muskens Building, 1 Stanley Street, Liverpool L1 6AA (**Borrower**).
- (2) **SVENSKA HANDELSBANKEN AB (publ)** of 4th Floor, 10 Duke Street, Liverpool L1 5AS (**Lender**).

BACKGROUND

- (A) The Borrower and the Lender entered into the Original Security Document under which the Released Property was mortgaged by the Borrower to the Lender by way of first legal mortgage for the payment and discharge of all monies and other obligations and liabilities that the Borrower covenanted to pay to the Lender under the Original Security Document or otherwise secured by it.
- (B) The Borrower and the Lender have agreed that the Released Property shall be released from the Original Security Document and that the Substituted Property shall be substituted as security in place of the Released Property according to the terms of this deed.
- (C) This deed is supplemental to the Original Security Document.

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Original Security Document: Legal Charge dated 4 April 2014 and made between the Lender and the Borrower.

Released Property: the property specified in Schedule 1 and all buildings, erections, structures, fixtures and fittings on the Released Property from time to time.

Security Interest: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security

interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Substituted Property: the property specified in Schedule 2 and all buildings, erections, structures, fixtures and fittings on the Substituted Property from time to time.

- 1.2 Save where a term is defined in clause 1.1, the terms defined in the Original Security Document shall have the same meaning when used in this deed.
- 1.3 Unless the context otherwise requires, references in the Original Security Document to "this deed" shall be to the Original Security Document as amended by this deed.
- 1.4 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's personal representatives, successors and permitted assigns].
- 1.6 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.7 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.11 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.12 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.13 A reference to **writing** or **written** includes fax but not e-mail.
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.15 A reference in this deed to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.16 References to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.17 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 ORIGINAL SECURITY

- 2.1 This deed is supplemental to the Original Security Document by which the Released Property was mortgaged by the Borrower to the Lender to secure payment and discharge to the Lender of all monies and other obligations and liabilities whether present or in the future to which the Original Security Document refers.
- 2.2 The benefit of the Security Interests created by the Original Security Document are vested in the Lender.
- 2.3 The Borrower represents and warrants that it is registered at the Land Registry as the registered proprietor of the Substituted Property with title absolute.

3 RELEASE

In consideration of the security created by clause 4.1, the Lender absolutely, irrevocably and unconditionally releases the Security Interests created by the Borrower over the Released Property under the Original Security Document.

4 SUBSTITUTED SECURITY

- 4.1 In consideration of the release contained in clause 3, the Borrower, with full title guarantee, charges to the Lender by way of first legal mortgage, the Substituted Property as continuing security for the payment and discharge of all monies and other obligations and liabilities secured by the Original Security Document so that all the provisions in the Original Security Document shall apply to the Substituted Property as if the Substituted Property had been mortgaged by the Original Security Document.

- 4.2 The Borrower confirms, acknowledges and agrees that the Original Security Document ranks as continuing security for the payment and discharge of the secured liabilities referred to in clause 4.1, including, without limitation, all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity under, or in connection with, this deed and the Substituted Property.
- 4.3 The Lender covenants with the Borrower that it shall perform its obligations to make advances under the Original Security Document (including any obligation to make available further advances).

5 REGISTRATION AT THE LAND REGISTRY

- 5.1 On the date of this deed, the Lender shall deliver to the Borrower or the Borrower's solicitor:
- 5.1.1 the counterpart of this deed; and
 - 5.1.2 an executed DS1 relating to the release of the Released Property from the Original Security Document.
- 5.2 Within ten (10) Business Days of the date of this deed the Borrower shall apply to the Land Registry:
- 5.2.1 to remove the entry and any restrictions relating to the Original Security Document from the registered title to the Released Property; and
 - 5.2.2 to register the deed of substituted security, note the Lender's obligation to make further advances and register a restriction in form P against the registered title to the Substituted Property.
- 5.3 As soon as is reasonably possible, the Borrower shall give to the Lender official copies of the registered title to the Substituted Property showing that the registrations referred to in clause 5.2.2 have been properly and correctly entered against the registered title to the Substituted Property.

6 CONTINUITY

Subject to the release contained in clause 3 and save as amended by this deed, the provisions of the Original Security Document and all other security, rights and remedies held by the Lender shall continue in full force and effect. The Original Security Document shall be read and construed as one document with this deed.

7 COUNTERPARTS

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

8 GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

9 JURISDICTION

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This deed has been entered into on the date stated at the beginning of it.

SCHEDULE 1

RELEASED PROPERTY

The leasehold land comprised in and shown edged red on the plan of title MS611460 and being Apartments 1, 2, 3, 5, 6, 8, 10, 11, 12, 15, 20, 21, 22, 23, 24, 26, 28, 29, 30, 31, 34, 39, 40, 41, 45, 50, 52, 53 and 55, 1 Marlborough Street, Liverpool, L3 2BB.

SCHEDULE 2

SUBSTITUTED PROPERTY

The leasehold land comprised in and shown edged red on the plan of title MS611460 and being Apartments 1, 2, 3, 5, 6, 8, 10, 11, 12, 15, 20, 21, 22, 23, 24, 26, 28, 29, 30, 31, 34, 39, 40, 41, 45, 50, 52, 53 and 55, 1 Marlborough Street, Liverpool, L3 2BB **as varied** by a Deed of Variation dated 13 April 2017 and made between (1) Iliad (Liverpool) Limited (2) Zoe Vauxhall Limited and (3) Jugglers Yard Management Company Limited.

EXECUTED AS A DEED by ZOE)
VAUXHALL LIMITED acting by a director in)
the presence of:)

[Redacted Signature]

Signature of director

Tim Molloy E. ELEFTHERIOU
Name of director (Print)

[Redacted Signature]
↓
TIM MOLLOY
[Redacted Address]
Chartered Accountant

Witness signature

Witness name (PRINT)

Witness address

Witness occupation

EXECUTED AS A DEED on behalf of)
SVENSKA HANDELSBANKEN AB (publ),)
a public company incorporated in Sweden,)
by:)

[Redacted Signature]
CATHERINE JOYNT
[Redacted Signature]
SCOTT BENNETT

Authorised signatory

Name of authorised signatory (PRINT)

Authorised signatory

Name of authorised signatory (PRINT)

being persons who, in accordance with the
laws of that territory, are acting under the
authority of the company.