

MR07

Particulars of alteration of a charge (particulars of  
a negative pledge)

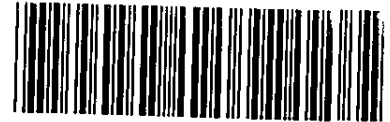
005858/13

Laserform

☒ **What this form is for**  
You may use this form to notify  
that a charge has been altered

☒ **What this form is NOT for**  
You may not use this form to notify  
that a charge has been altered  
an LLP Please use form LL MF

SATURDAY



A10 \*A40QEXRE\* 07/02/2015 #334  
COMPANIES HOUSE

**Please include a certified copy of the instrument of alteration with this form**  
This will be placed on the public record

**1 Company details**

Company number / 3 1 3 8 9 2 9

Company name in full ABBEY PROPERTIES CAMBRIDGESHIRE LIMITED

**2 3**

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation**

When was the charge created?

→ **Before 06/04/2013** Complete **Part A and Part C**

→ **On or after 06/04/2013** Complete **Part B and Part C**

**Part A Charges created before 06/04/2013**

**A1 Charge creation date**

Please give the date of creation of the charge

Charge creation date d d m m y y y y

**A2 Description of instrument (if any)**

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description

**Continuation page**  
Please use a continuation page if  
you need to enter more details

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Particulars of alteration of a charge (particulars of a negative pledge)

## Part B Charges created on or after 06/04/2013

**B1**

### Charge code

Please give the charge code. This can be found on the certificate

Charge code ❶

0 3 1 3 - 8 9 2 9 - 0 0 2 3

❶ Charge code

This is the unique reference code allocated by the registrar

## Part C To be completed for all charges

**C1**

### Signature

Please sign the form here

Signature

Signature

X Greenwood's Solicitors LLP X

This form must be signed by the company that created the charge or by the person taking the benefit of this or any affected charge

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Particulars of alteration of a charge (particulars of a negative pledge)

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name KRB/SVE1/12

Company name  
Greenwoods Solicitors LLP

Address Monkstone House

City Road

Post town PETERBOROUGH

County/Region

Postcode P E 1 1 J E

Country

DX 12599 PETERBOROUGH 4

Telephone 01733 887753

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument of alteration

**Part A Charges created before 06/04/2013**

- ☐ You have given the charge date
- ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

**Part B Charges created on or after 06/04/2013**

- ☒ [x] You have given the charge code

**Part C To be completed for all charges**

- ☒ [x] You have signed the form

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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**DEED OF PRIORITY**  
**DATED 9 / 01 / 2015**

**BETWEEN**

**(1) SVENSKA HANDELSBANKEN AB (publ)**

**(2) Barclays Bank**

**(3) Abbey Properties Cambridgeshire Limited**

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Greenwoods Solicitors LLP certifies this to be  
a true copy of the original.  
Signed *Greenwoods* Date *4/2/15*  
*Solicitors*  
For and on behalf of  
Greenwoods Solicitors LLP  
Monkstone House, City Road, Peterborough PE1 1JE

## DEFINITIONS

**“Bank”** means Svenska Handelsbanken AB (publ) whose registered office in England and Wales is 3 Thomas More Square, London, E1W 1WY and whose address for service is First Floor, Futura House, 4 Axon, Commerce Road, Lynch Wood, Peterborough PE2 6LR

**“Bank’s Security”** means a legal charge dated 9 01 2015 granted by the Company to the Bank over the Specified Properties

**“Charged Property”** means all the undertaking property assets and rights of the Company both present and future including the Specified Property

**“Company”** means Abbey Properties Cambridgeshire Limited whose registered office is situate at Nene Lodge, Funthams Lane, Whittlesey, Peterborough, Cambridgeshire PE7 2PB, company number 3138929

**“Company’s Obligations”** means all the liabilities of the Company of any kind and in any currency (whether present future actual or contingent and whether incurred alone or jointly with another) including interest expenses commission and banking charges

**“Lender”** means Barclays Bank PLC whose address for service is situate at UK Banking Service Centre, PO Box 299, Birmingham, B1 3PF

**“Lender’s Security”** means

- (i) a legal charge dated 22 August 1996 granted by the Company to the Lender over the Land comprising approximately 6 472 acres at Funtham’s Lane, Whittlesey, Cambridgeshire,
- (ii) a deed of assignment dated 12 September 1996 granted by the Company to the Lender,
- (iii) a debenture dated 26 July 1999 granted by the Company to the Lender,
- (iv) a legal charge dated 26 July 2000 granted by the Company to the Lender,
- (v) a legal charge dated 2 February 2001 granted by the Company to the Lender,
- (vi) a legal charge dated 30 April 2001 granted by the Company to the Lender,
- (vii) a legal charge dated 5 June 2001 granted by the Company to the Lender,
- (viii) a legal charge dated 16 August 2001 granted by the Company to the Lender,
- (ix) a legal charge dated 6 June 2002 granted by the Company to the Lender over credit balances,
- (x) a legal charge dated 26 February 2010 granted by the Company to the Lender,
- (xi) a charge dated 4 March 2010 granted by the Company to the Lender , and
- (xii) a legal charge dated 5 July 2012 granted by the Company to the Lender over Wind Turbine, St Mary’s Road, Ramsey, Huntingdon Title Number CB334392

**“Specified Properties”** means all that freehold property known as

- (i) Hope Cottage Busseys Lane, Holme next the Sea PE36 6NU registered at the Land Registry with title number ~~NK261647~~ ~~NK214467~~ and ~~NK406502~~, and eb
- (ii) The Old Smithy, land and buildings on the east side of Eastgate, Holme next the Sea registered at the Land Registry under title numbers NK211987 and ~~NK406502~~ NK225832 eb

And 'Specified Property' shall mean any one of them

## 1. Priority

- 1 1 The Lender and the Bank with the consent of the Company agree that insofar as the Bank's Security and/or the Lender's Security affect the Specified Properties but not further or otherwise the Bank's Security shall rank in priority to the Lender's Security as continuing securities for the payment to the Bank of the Company's Obligations to the Bank without limit
- 1 2 Subject to clause 1 1, the Bank with the consent of the Company agrees that the Lender's Security shall rank in priority to the Bank's Security as a continuing security for the payment to the Lender of the Company's Obligations to the Lender without limit
- 1 3 The Bank and the Lender will hold in trust any money received pursuant to the Bank's Security or the Lender's Security to give effect to the priorities declared by this deed.
- 1 4 The priorities declared by Clause 1 1 and Clause 1.2 shall not be affected by -
  - 1 4 1 any fluctuations in the amount of the Company's Obligations to the Bank or the Lender from time to time, or
  - 1 4 2 the existence at any time of a credit balance on any current account or other account, or
  - 1.4 3 the crystallisation of the Lender's floating charge before the Bank's floating charge

## 2. Book Debts and Account Operation

- 2 1 The Lender and Bank agree with each other that either the Lender or the Bank may collect cheques and credits payable to or endorsed in favour of the Company and may place the proceeds of such cheques and credits to the credit of the Company's account with the Lender or the Bank and may permit the Company to withdraw the said proceeds from its account and any rights of set-off which either the Lender or the Bank may have in respect of credit balances held for the Company will not be affected by the Lender's Security or the Bank's Security
- 2 2 The Lender and the Bank hereby direct the Company to pay the proceeds of all book debts charged under the Lender's Security and the Bank's Security into its account with the Lender or the Bank

### **3. Enforcement**

Subject to the Bank and the Lender being entitled to take independent action without notice or consultation where either of them considers it necessary to do so the Bank and the Lender agree that if either of them intends to enforce the Bank's Security or the Lender's Security respectively that party will give notice of such intention to the other of them prior to taking such action and the Bank and the Lender shall consult with each other regarding the appointment of a suitable person as receiver or administrator pursuant to the Bank's Security and the Lender's Security. If the Bank or the Lender takes independent action without such notice or consultation it will forthwith give written notice to the other of such action taken.

### **4. Assignment**

The Bank and the Lender undertake to each other not to assign or transfer the Bank's Security or the Lender's Security to any other person without first ensuring that such person enters into a deed with the Bank or the Lender as appropriate upon the same terms as this deed.

### **5. Waiver of Confidentiality**

The Company agrees that the Bank and the Lender may disclose information to each other from time to time concerning the business property liabilities and accounts of the Company.

### **6. Notices**

- 6.1 Any notice by the Bank may be sent by post or delivered to the Lender at the above address or the Lender's address last known to the Bank.
- 6.2 Any notice by the Lender may be sent by post or delivered to the Bank at its address for service detailed above.

### **7. Governing Law**

This deed shall be governed by and construed in accordance with English law.

### **8. Interpretation**

- 8.1 The expressions "Bank's Security" and "Lender's Security" include any substituted or further security taken at any time by the Bank or the Lender respectively from the Company but do not include any security which the Bank or the Lender may take from a third party.
- 8.2 The expressions "Bank" and "Lender" where the context admits include their respective successors in title and assigns.

**In Witness of which this deed has been duly executed**

Signed and Delivered as a deed by  
the **Company** acting by a director and its  
secretary or two directors

)

)

)

)

)

)

Director

Secretary/Director

Signed and Delivered as a deed  
for and on behalf of the **Lender**  
by a duly authorised signatory  
in the presence of

)

)

)

Witness':  
Signature  
Address  
Occupation:

Signed and Delivered as a deed by the  
**Bank**, a company incorporated in Sweden  
by \_\_\_\_\_ and \_\_\_\_\_  
being persons who in  
accordance with the laws of Sweden are  
acting under the authority of that company

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~~Letter~~ for and on behalf of  
Authorised Signatory **Greenwoods Solicitors**  
~~Letter~~ for and on behalf of **Greenwood**  
Authorised Signatory **Solictors LLP**



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**DEED OF PRIORITY**  
**DATED 9/1/2015**

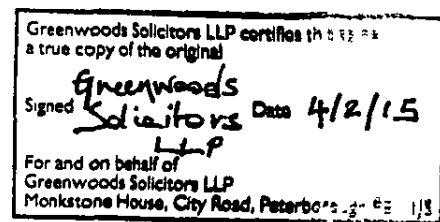
**BETWEEN**

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**(2) Barclays Bank**

**(3) Abbey Properties Cambridgeshire Limited**

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- (iii) a debenture dated 26 July 1999 granted by the Company to the Lender,
- (iv) a legal charge dated 26 July 2000 granted by the Company to the Lender;
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- (vi) a legal charge dated 30 April 2001 granted by the Company to the Lender,
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- (viii) a legal charge dated 16 August 2001 granted by the Company to the Lender,
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- (ii) The Old Smithy, land and buildings on the east side of Eastgate, Holme next the Sea registered at the Land Registry under title numbers NK211987 and ~~NK406502~~ *NK225832 Qwds*

And **'Specified Property'** shall mean any one of them

## **1. Priority**

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- 1.3 The Bank and the Lender will hold in trust any money received pursuant to the Bank's Security or the Lender's Security to give effect to the priorities declared by this deed.
- 1.4 The priorities declared by Clause 1.1 and Clause 1.2 shall not be affected by:-
  - 1.4.1 any fluctuations in the amount of the Company's Obligations to the Bank or the Lender from time to time, or
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- 2 2 The Lender and the Bank hereby direct the Company to pay the proceeds of all book debts charged under the Lender's Security and the Bank's Security into its account with the Lender or the Bank.

### **3. Enforcement**

Subject to the Bank and the Lender being entitled to take independent action without notice or consultation where either of them considers it necessary to do so the Bank and the Lender agree that if either of them intends to enforce the Bank's Security or the Lender's Security respectively that party will give notice of such intention to the other of them prior to taking such action and the Bank and the Lender shall consult with each other regarding the appointment of a suitable person as receiver or administrator pursuant to the Bank's Security and the Lender's Security. If the Bank or the Lender takes independent action without such notice or consultation it will forthwith give written notice to the other of such action taken.

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### **7. Governing Law**

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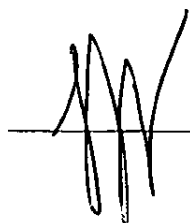
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**In Witness** of which this deed has been duly executed

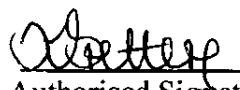
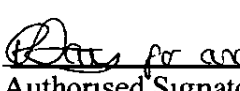
Signed and Delivered as a deed by )  
the **Company** acting by a director and its ) -----  
secretary or two directors ) Director  
)  
) -----  
) Secretary/Director

Signed and Delivered as a deed )  
for and on behalf of the **Lender** )  
by a duly authorised signatory )  
in the presence of:

 S. Louwaere

Witness' Signature:  S WOODS  
Address 82 PYM COURT, CAMBRIDGE, CB1 3FB  
Occupation: ASSOCIATE DIRECTOR

Signed and Delivered as a deed by the )  
**Bank**, a company incorporated in Sweden )  
by and )  
being persons who in )  
accordance with the laws of Sweden are )  
acting under the authority of that company )

 for and on behalf of  
Authorised Signatory Greenwood Solicitors  
 for and on behalf of Greenwood  
Authorised Signatory Solicitors LLP