



Registration of a Charge

Company name: **PRINCESGATE VENTURES LIMITED**

Company number: **03748891**



X7CUX962

Received for Electronic Filing: **22/08/2018**

Details of Charge

Date of creation: **21/08/2018**

Charge code: **0374 8891 0023**

Persons entitled: **AVIVA COMMERCIAL FINANCE LIMITED**

Brief description: **564 KINGS ROAD, LONDON (SW6 2DY) AS REGISTERED AT H.M. LAND
REGISTRY WITH TITLE NUMBER LN74482**

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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3748891

Charge code: 0374 8891 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st August 2018 and created by PRINCESGATE VENTURES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd August 2018 .

Given at Companies House, Cardiff on 24th August 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**

SUPPLEMENTAL DEED

Chief Land Registrar - please note that Clause 2.3 of this Supplemental Deed contains an application to enter a restriction on the register of the affected titles.

THIS SUPPLEMENTAL DEED is made the 21 day of August 2018

BETWEEN -

- (1) **PRINCESGATE VENTURES LIMITED** (Company Number 03748891) and **PRINCESGATE (FULHAM) LIMITED** (Company Number 05741552) (the "**Existing Chargors**");
- (2) **PRINCESGATE VENTURES LIMITED** (Company Number 03748891) whose registered office is at 1 Princes Gate, London, SW7 1QJ (the "**Charging Chargor**"); and
- (3) **AVIVA COMMERCIAL FINANCE LIMITED** (Company Number 2559391) of Carrara 0, Surrey Street, Norwich, Norfolk, NR1 3UY as trustee for itself and the other Lenders from time to time (the "**Trustee**" which expression shall include the successors in title and assigns of the Trustee),

and is **SUPPLEMENTAL** to a Deed (the "**Principal Deed**") dated 24 November 2003 made between Rialto Investments Limited, Glaister Properties Limited, Felthorpe Properties Limited and Princesgate Ventures Limited and Norwich Union Linked Life Assurance Limited (the "**Original Trustee**") and all deeds supplemental thereto, the rights and obligations of the Original Trustee having been transferred to the Trustee on 22 May 2008

NOW THIS SUPPLEMENTAL DEED WITNESSES as follows -

1 DEFINITIONS

- 1.1 All words and expressions defined in the Principal Deed shall, unless otherwise defined herein, have the same meanings where used in this Supplemental Deed

2 CHARGE OF NEW PROPERTY

- 2.1 As security for the payment and discharge of its obligations hereunder and in respect of the Indebtedness, the Charging Chargor with full title guarantee, and to the intent that the security created shall rank as a continuing security, hereby charges to the Trustee -
 - (a) by way of legal mortgage, those properties particulars of which are set out in the Schedule to this Supplemental Deed together with all buildings, erections and fixtures and fittings (but excluding tenants' fixtures and fittings) and fixed plant, equipment and machinery for the time being thereon and all improvements and additions thereto and all easements, benefits, rights and licences appurtenant thereto, subject to and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, options, covenants, indemnities, guarantees, warranties and conditions affecting the same and all proceeds of sale therefrom but otherwise free from Encumbrance (the "**New Property**"),

- (b) (in the case of leasehold property) by way of fixed charge any interest in reversion to the leasehold interest for that Property specified in the Schedule to this Supplemental Deed,
 - (c) by way of fixed charge, all moneys from time to time deposited with the Trustee on the terms set out in Schedule 6 to the Principal Deed, and
 - (d) (to the extent not effectively assigned under Clause 2.2) by way of fixed charge the assets, (including present and future property, contracts, revenues and rights of every description) which are specified in Clause 2.2)
- 2.2 As security for the payment and discharge of its obligations hereunder and in respect of the Indebtedness, the Charging Chargor with full title guarantee hereby assigns absolutely and agrees to assign absolutely to the Trustee (subject to re-assignment on discharge of the Indebtedness) all rights and claims to which the Charging Chargor is now or may hereafter become entitled in relation to the New Property including, without limitation:-
- (a) all insurances related to the New Property and any proceeds derived therefrom;
 - (b) each building contract, consultant appointment and collateral warranty in respect of the development and/or refurbishment of any New Property; and
 - (c) any rights or remedies derived from any such contract or arrangement.
- 2.3 The Charging Chargor hereby applies to the Chief Land Registrar to enter on the register a restriction that "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 Aviva Commercial Finance Limited referred to in the charges register".
- 2.4 The Charging Chargor hereby represents and warrants to the Trustee (for the benefit of itself and the other Lenders) that it is the legal and beneficial owner of the whole of the New Property particulars of which are set out in the Schedule to this Supplemental Deed
- 2.5 The Charging Chargor hereby represents and warrants to the Trustee (for the benefit of itself and the other Lenders) that no part of the New Property is registered as a freehold estate in commonhold land under Part 1 of the Commonhold and Leasehold Reform Act 2002 and there is no pending application for any such registration

3 CONTINUING OBLIGATIONS

Each Chargor confirms and acknowledges that its respective obligations under the Principal Deed as amended on or before the date of this Supplemental Deed and under any other document entered into by such Chargor in relation to the Indebtedness shall continue in full force and effect notwithstanding the execution of this Supplemental Deed

4 PRINCIPAL DEED

The Principal Deed shall henceforth be read in conjunction with this Supplemental Deed

5 GOVERNING LAW AND JURISDICTION

- 5.1 This Supplemental Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law
- 5.2 Each Chargor irrevocably agrees for the benefit of the Trustee and each Lender that the High Court of Justice in England (the "**Court**") shall have exclusive jurisdiction (subject as provided below) to settle any claim, dispute or difference arising out of or in connection with this Supplemental Deed or its subject matter, existence, negotiation, validity, termination or enforceability (including a non-contractual claim or dispute)
- 5.3 Each Chargor irrevocably waives any right that it may have to object to an action being brought in the Court, to claim that the action has been brought in an inconvenient forum or to claim that the Court does not have jurisdiction and accordingly it will not initiate or pursue any proceedings relating to any such claim, dispute or difference in any jurisdiction other than England
- 5.4 Such aforesaid submission to the jurisdiction of the Court shall not (and shall not be construed so as to) limit the right of the Trustee to bring legal proceedings in any other court of competent jurisdiction (including, without limitation, the courts having jurisdiction by reason of a Chargor's place of incorporation) Legal proceedings by the Trustee in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether by way of substantive action, ancillary relief, enforcement or otherwise

IN WITNESS WHEREOF the Chargors hereto have executed this instrument as a deed the day and year first before written

SCHEDULE**New Property****Chargor**

Princesgate Ventures Limited

Particulars of property to be charged

564 Kings Road, London (SW6 2DY) as registered at H.M.
Land Registry with title number LN74482

EXECUTED as a DEED (but not delivered until)
 the date inserted above) by PRINCESGATE)
 VENTURES LIMITED acting by a director and) Director
 its secretary or by two directors or by a director
 in the presence of a witness

Witness Name

Witness

Witness Address

Witness Occupation

DANIEL GLINNETT
 SOLICITOR LL.B
 SUITE A, MEZZANINE FLOOR
 CUMBERLAND COURT
 GREAT CUMBERLAND PLACE
 LONDON W1E 7DP
 TEL: 020 7724 4142

EXECUTED as a DEED (but not delivered until)
 the date inserted above) by PRINCESGATE)
 (FULHAM) LIMITED acting by a director and its) Director
 secretary or by two directors or by a director in
 the presence of a witness

Witness Name

Witness

Witness Address

Witness Occupation

DANIEL GLINNETT
 SOLICITOR LL.B
 SUITE A, MEZZANINE FLOOR
 CUMBERLAND COURT
 GREAT CUMBERLAND PLACE
 LONDON W1E 7DP
 TEL: 020 7724 4142

~~EXECUTED as a DEED (but not delivered until)~~
~~the date inserted above) by PRINCESGATE)~~
~~ESTATES LIMITED acting by a director and its) Director~~
~~secretary or by two directors or by a director in~~
~~the presence of a witness~~

Witness Name

Witness

Witness Address

Witness Occupation

~~DANIEL GLINNETT
 SOLICITOR LL.B
 SUITE A, MEZZANINE FLOOR
 CUMBERLAND COURT
 GREAT CUMBERLAND PLACE
 LONDON W1E 7DP
 TEL: 020 7724 4142~~

~~EXECUTED as a DEED (but not delivered until)~~
~~the date inserted above) by PRINCESGATE)~~
~~INVESTMENTS LIMITED acting by a director) Director~~
~~and its secretary or by two directors or by a~~
~~director in the presence of a witness~~

Witness Name

Witness

Witness Address

Witness Occupation

~~DANIEL GLINNETT
 SOLICITOR LL.B
 SUITE A, MEZZANINE FLOOR
 CUMBERLAND COURT
 GREAT CUMBERLAND PLACE
 LONDON W1E 7DP
 TEL: 020 7724 4142~~

AG without authority

EXECUTED as a DEED (but not delivered until)
 the date inserted above) by PRINCESGATE)
 VENTURES LIMITED acting by a director and) Director
 its secretary or by two directors or by a director
 in the presence of a witness

Witness Name

Witness

Witness Address

Witness Occupation

EXECUTED as a DEED (but not delivered until)
 the date inserted above) by PRINCESGATE)
 (FULHAM) LIMITED acting by a director and its) Director
 secretary or by two directors or by a director in
 the presence of a witness

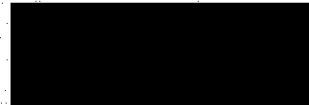
Witness Name

Witness

Witness Address

Witness Occupation

SIGNED for and on behalf of)
 the Trustee)



SUZANNE ORR