



Registration of a Charge

Company name: **SHAFTESBURY AV LIMITED**

Company number: **09379734**



X9EJ18D5

Received for Electronic Filing: **28/09/2020**

Details of Charge

Date of creation: **14/09/2020**

Charge code: **0937 9734 0004**

Persons entitled: **AVIVA COMMERCIAL FINANCE LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 2 KINGLY STREET, AND 3 KINGLY COURT, W1R 5LE REGISTERED UNDER TITLE NUMBER NGL422033. FOR FURTHER DETAILS PLEASE REFER TO THE INSTRUMENT.**

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9379734

Charge code: 0937 9734 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2020 and created by SHAFTESBURY AV LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th September 2020 .

Given at Companies House, Cardiff on 29th September 2020

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 14.09 2020

Shaftesbury AV Limited
as Chargor

Aviva Commercial Finance Limited
as Security Agent

SUPPLEMENTAL CHARGE

in relation to the acquisition of 2 Kingly Street, and 3 Kingly Court, W1

We hereby certify this to be a
true copy of the original.

Bryan Cave Leighton Paisner LLP
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DATED 14 September 2020

PARTIES

- (1) **SHAFTESBURY AV LIMITED** a company registered in England and Wales (registration number 9379734) whose registered office is at 22 Ganton Street, Carnaby, London, W1F 7FD (the "**Chargor**")
- (2) **AVIVA COMMERCIAL FINANCE LIMITED** as security trustee for the Secured Parties (the "**Security Agent**")

BACKGROUND

- (A) This Deed is supplemental to a security agreement (the "**Principal Charge**") dated 19 March 2015 and as amended by a supplemental security agreement dated 31 July 2015 between, amongst others, the Chargor (1) and the Security Agent (2).
- (B) The Chargor is obliged by the Principal Charge and the Facility Agreement (defined in the Principal Charge) to mortgage, charge or assign as appropriate the Additional Property to the Security Agent in the terms set out below.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Additional Property**" means the property details of which are set out in the Schedule (*Additional Property*) including all:

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

1.2 Construction

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

2 SECURITY

2.1 General

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

2.2 **Mortgage**

2.2.1 The Chargor charges the Additional Property by way of legal mortgage.

2.2.2 None of the provisions of this Clause 2 (*Security*) shall impose, or imply on the Security Agent any obligation or liability in relation to the Additional Property.

3 **CHARGOR'S COVENANTS**

The Chargor covenants with the Security Agent 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 shall apply to the Additional Property as appropriate.

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 Additional Property as appropriate.

5 **RESTRICTION**

5.1 Subject to Clause 5.2 below, the Chargor consents to a restriction in the following terms ("**Restriction A**") being entered into on the Register of Title relating to the Additional Property registered at the Land Registry:

"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 completed by registration without either (a) a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register or their conveyancer or (b) a certificate signed by a solicitor acting for the registered proprietor of the registered estate certifying that consent is not required pursuant to the provisions of the facility agreement dated [●] between Shaftesbury AV Limited (1) and Aviva Commercial Finance Limited."

5.2 If the Land Registry refuses to enter a restriction in the form of Restriction A on the Register of Title relating to the Additional Property registered at the Land Registry, then the Chargor consents to a restriction in the following terms ("**Restriction B**") being entered on the Register of Title relating to the Additional Property registered at the Land Registry:

"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 [●] referred to in the charges register or their conveyancer. (Standard Form P)"

The Security Agent will, within 5 Business Days' of receipt of a written request by the Chargor, provide to the Chargor a letter addressed to the Land Registry consenting to the registration of a disposition where the application for registration is accompanied by a certificate signed by a solicitor acting for the registered proprietor of the registered estate certifying that consent is not required pursuant to the provisions of the Facility Agreement.

- 5.3 The Chargor authorises the Security Agent to apply to the Land Registry to enter any obligation to make further advances on the charges register of the relevant registered estate.

6 ENFORCEMENT

The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.

7 POWER OF ATTORNEY

- 7.1 The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed but has failed to take following a written request from the Security Agent (for the purposes of which request "written" shall always be taken to include any form of electronic mail).

- 7.2 The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to serve the notice of security on its behalf under Clause 5.2(a) (Notices to tenants) of the Principal Charge.

- 7.3 The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

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 Additional 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 EFFECT AS A DEED

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

11 LAW AND JURISDICTION

11.1 Governing law

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

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

Schedule
Additional Property

The Freehold property known as 2 Kingly Street, and 3 Kingly Court, W1R 5LE registered under title number NGL422033.

EXECUTION PAGE

Chargor

Executed as a deed by
SHAFTESBURY AV LIMITED
acting by:

Director



CHRIS WARD

Director/Sec



DEBRA MARTIN

Security Agent

**AVIVA COMMERCIAL FINANCE
LIMITED**

By *HUGH MERRITT*

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Duly authorised person