



Registration of a Charge

Company Name: **SHAFTESBURY AV LIMITED**

Company Number: **09379734**



Received for filing in Electronic Format on the: **24/08/2023**

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Details of Charge

Date of creation: **22/08/2023**

Charge code: **0937 9734 0005**

Persons entitled: **MOUNT STREET MORTGAGE SERVICING LIMITED**

Brief description: **FREEHOLD LAND KNOWN AS 37 BEAK STREET REGISTERED UNDER LAND REGISTRY TITLE NUMBER 128144, FREEHOLD LAND KNOWN AS 47 BEAK STREET REGISTERED UNDER LAND REGISTRY TITLE NUMBER 239226, PLUS APPROXIMATELY 48 OTHER PROPERTIES COMPRISED IN 40 OTHER LAND REGISTRY TITLES. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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:

BRYAN CAVE LEIGHTON PAISNER LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9379734

Charge code: 0937 9734 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd August 2023 and created by SHAFTESBURY AV LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th August 2023 .

Given at Companies House, Cardiff on 25th August 2023

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 22 August 2023

SHAFTESBURY AV LIMITED
as Chargor

MOUNT STREET MORTGAGE SERVICING LIMITED
as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT

We certify that, save for material redacted pursuant to s.859G Companies Act 2006, this copy instrument is a correct copy of the original instrument

Bryan Cave Leighton Paisner LLP
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DATED 22 August 2023

PARTIES

- (1) **SHAFTESBURY AV LIMITED** a company registered in England and Wales (registration number 9379734) whose registered office is at Regal House, 14 James Street, London, United Kingdom, WC2E 8BU (the "**Chargor**")
- (2) **MOUNT STREET MORTGAGE SERVICING 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, as amended by a supplemental security agreement dated 31 July 2015 and as amended by a supplemental charge dated 14 September 2020 between the Chargor and Aviva Commercial Finance Limited (the "**Original Security Agent**")
- (B) On 11 August 2023, the Original Security Agent resigned as security agent under the Facility Agreement and the Lenders appointed the Security Agent as a replacement in accordance with the Facility Agreement. For the avoidance of doubt, any references to the Original Security Agent in Schedule 2 to Schedule 4 (inclusive) of the Principal Charge shall be replaced with references to the Security Agent.
- (C) The Facility Agreement has been amended and restated by an amendment and restatement agreement dated 11 August 2023 between, amongst others, the Chargor and the Security Agent
- (D) The Chargor is obliged by the Principal Charge and the Facility Agreement to mortgage, charge or assign as appropriate the Additional Properties and the Additional Assets to the Security Agent in the terms set out below.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Additional Assets" means each and all of the Additional Assigned Assets and Additional Charged Assets.

"Additional Assigned Assets" means each and all of the items described in Schedule 3 (*Additional Assigned Assets*).

"Additional Charged Assets" means each and all of the items described in Schedule 2 (*Additional Charged Assets*).

"Additional Property" means the property details of which are set out in the Schedule 1 (*Additional Properties*) 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.

"Facility Agreement" means a facility agreement originally dated 17 March 2015 as amended and restated by an amendment and restatement agreement dated 31 July 2015, as amended by amendment letters dated 21 July 2020 and 31 March 2023 and as further amended and restated by an amendment and restatement agreement dated 11 August 2023 between, amongst others, (1) the Chargor as borrower, (2) the Original Security Agent as original lender and (3) the Security Agent.

"Secured Liabilities" shall have the meaning ascribed to it by the Facility Agreement.

1.2 Construction

- 1.2.1 Save as set out at Clause 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.
- 1.2.2 The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.

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 Properties by way of legal mortgage.

2.3 Fixed Charge

- 2.3.1 The Chargor charges by way of fixed charges the Additional Charged Asset including all rights of enforcement of the same.
- 2.3.2 The Chargor and the Security Agent (on behalf of the Secured Parties) agree that any assignment provision under any Security Document dated before the date of this Deed will instead take effect as a fixed charge in respect of any Additional Charged Assets.

2.4 Assignment

- 2.4.1 Each Chargor assigns absolutely subject to a proviso for re-assignment on redemption the Additional Assigned Assets including all rights of enforcement of the same.

- 2.4.2 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 Properties or the Additional Assets.

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 Properties and the Additional Assets 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 Properties and the Additional Assets 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 Properties 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 originally dated 17 March 2015 between, amongst others, 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 Properties 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 Properties 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 Properties 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 SECURITY AGENT PROVISIONS

9.1 Rights and powers

The Security Agent executes this Deed as security trustee in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, the Security Agent shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.

9.2 No fiduciary duties

The Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents, or affiliates.

9.3 Instructions

Notwithstanding any other provision of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

10 RIGHTS OF THIRD PARTIES

10.1 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.

10.2 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.

11 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.

12 LAW AND JURISDICTION

12.1 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 1
Additional Properties

	Owner		Property Description	Title	Title Number
1.	Shaftesbury Limited	AV	37 Beak Street	Freehold	128144
2.	Shaftesbury Limited	AV	47 Beak Street	Freehold	239226
3.	Shaftesbury Limited	AV	31 Beak Street 1-3 and 4 Carnaby Street	Freehold	277057
4.	Shaftesbury Limited	AV	33 Beak Street	Freehold	286398
5.	Shaftesbury Limited	AV	35 Beak Street	Freehold	296126
6.	Shaftesbury Limited	AV	39 Beak Street	Freehold	308106
7.	Shaftesbury Limited	AV	Marshall House, 47 to 50 and 52 to 53 Marshall Street	Freehold	NGL193982
8.	Shaftesbury Limited	AV	Part of Marshall House 47 to 50 and 52 and 53 Marshall Street	Freehold	NGL583951
9.	Shaftesbury Limited	AV	15 Marshall House, Marshall Street	Leasehold	NGL628686
10.	Shaftesbury Limited	AV	5 to 7 Carnaby Street	Freehold	NGL68050
11.	Shaftesbury Limited	AV	41, 43 and 45 Beak Street	Leasehold	NGL703723
12.	Shaftesbury Limited	AV	8 Carnaby Street	Freehold	LN93022
13.	Shaftesbury Limited	AV	9 Carnaby Street	Freehold	NGL749438
14.	Shaftesbury Limited	AV	21-24, 25 Carnaby Street (including 3-4 Marlborough Court	Freehold	NGL168528

			<p>and 5-6 Lowndes Court), 26-27 Carnaby Street and 4 Lowndes Court, 28-31 Carnaby Street</p> <p>2-8 and 10-12 (even) Ganton Street</p> <p>1-10, 11-12, 12A (including 2 Lowndes Court), 13 to 15 Newburgh Street</p> <p>16 Newburgh Street (also known as The White Horse Public House) & 2 Marlborough Court</p> <p>17 Newburgh Street</p> <p>1 Marlborough Court</p> <p>26, 28, 30 and 32 Foubert's Place</p> <p>33 to 37 Marshall Street</p> <p>3 Lowndes Court</p>		
15.	Shaftesbury Limited	AV	11 Newburgh Street	Freehold	241141
16.	Shaftesbury Limited	AV	17 Foubert's Place	Freehold	64853
17.	Shaftesbury Limited	AV	31 Kingly Street	Freehold	81940
18.	Shaftesbury Limited	AV	9 & 11 Foubert's Place	Freehold	160749
19.	Shaftesbury Limited	AV	5 & 7 Foubert's Place	Freehold	219156

20.	Shaftesbury Limited	AV	15 Foubert's Place	Freehold	220728
21.	Shaftesbury Limited	AV	13 Foubert's Place	Freehold	223547
22.	Shaftesbury Limited	AV	27 Great Marlborough Street, 19 and 21 Fouberts Place and 9 to 14 Little Marlborough Street and 32 Kingly Street	Freehold	250432
23.	Shaftesbury Limited	AV	27-28 Great Marlborough Street and 1 Little Marlborough Street	Freehold	NGL791469
24.	Shaftesbury Limited	AV	19 and 21 Foubert's Place	Freehold	NGL791478
25.	Shaftesbury Limited	AV	Land and buildings at Carnaby Street, Ganton Street, Marshall Street and Broadwick Street	Freehold	NGL751186
26.	Shaftesbury Limited	AV	Parts of basement, ground and first floor 10-16 Carnaby Street and 74-76 Broadwick Street	Leasehold	NGL855732
27.	Shaftesbury Limited	AV	National Magazine House, 10- 16 Carnaby Street and 68 to 76 Broadwick Street (now known as 72 Broadwick Street or "the Prince Building")	Freehold	NGL855796
28.	Shaftesbury Limited	AV	37/38 Golden Square	Leasehold	NGL988532

29.	Shaftesbury Limited	AV	37/38 Golden Square	Leasehold	BB4419
30.	Shaftesbury Limited	AV	1-2 Silver Place	Freehold	NGL542541
31.	Shaftesbury Limited	AV	Flat 3, 1-2 Silver Place	Leasehold	NGL736324
32.	Shaftesbury Limited	AV	1 and 2 Marshall Street	Freehold	NGL784922
33.	Shaftesbury Limited	AV	20 Beak Street and 6 Upper John Street	Freehold	182292
34.	Shaftesbury Limited	AV	35-36 Great Marlborough Street	Freehold	LN98876
35.	Shaftesbury Limited	AV	41 Lexington Street	Freehold	NGL446762
36.	Shaftesbury Limited	AV	46 Broadwick Street	Freehold	166204
37.	Shaftesbury Limited	AV	46-48 Beak Street	Freehold	NGL572471
38.	Shaftesbury Limited	AV	48 Lexington Street	Freehold	NGL282309
39.	Shaftesbury Limited	AV	49 Lexington Street	Freehold	NGL455191
40.	Shaftesbury Limited	AV	53 Lexington Street	Freehold	NGL460231
41.	Shaftesbury Limited	AV	57 Broadwick Street and Stirling Court, Marshall Street	Freehold	NGL80165
42.	Shaftesbury Limited	AV	61-63 Beak Street	Freehold	NGL735903

Schedule 2
Additional Charged Assets

1. Any collateral warranty or construction contract entered into by, assigned to or novated to the Chargor on or after the Second Effective Date.

Schedule 3
Additional Assigned Assets

1. Rental Income in respect of the Additional Properties;
2. Lease Documents in respect of the Additional Properties; and
3. Any guarantee of Rental Income contained in or relating to any Lease Document in respect of the Additional Properties.

EXECUTION PAGE

Chargor

Executed as a deed by)
SHAFTESBURY AV LIMITED)
acting by:)

Situl Jobanputra

Ruth Pavey

Director

Director/Secretary

Security Agent

Executed as a deed by)
MOUNT STREET MORTGAGE)
SERVICING LIMITED)

acting by an Authorised Signatory

in the presence of:

Signature of witness:

.....
.....

Name (in BLOCK CAPITALS):

.....

Address of witness:

.....

.....

Occupation: ...
.....