



Registration of a Charge

Company name: **AZURE OIL SERVICES LTD**

Company number: **02856486**

Received for Electronic Filing: **18/02/2014**



X3203HN5

Details of Charge

Date of creation: **06/02/2014**

Charge code: **0285 6486 0031**

Persons entitled: **BATH INVESTMENT & BUILDING SOCIETY**

Brief description: **PARKING SPACE, AZURE WEST, THE HOE, PLYMOUTH, PL1 2PA
REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER
DN641370**

Notification of addition to or amendment of charge.

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: **LYN WEBER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2856486

Charge code: 0285 6486 0031

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2014 and created by AZURE OIL SERVICES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2014 .

Given at Companies House, Cardiff on 18th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THRINGS

SOLICITORS

DATED 6 February

2017

Azure Oil Services Limited

and

Bath Investment and Building Society

DEED OF SUBSTITUTED SECURITY

London

Kinnaird House
1 Pall Mall East
London
SW1Y 5AU

Tel: 020 7766 5600
Fax: 020 7766 5675

Bristol

The Paragon
Counterslip
Bristol
BS1 6BX

Tel: 0117 930 9500
Fax: 0117 929 3369

Bath

2 Queen Square
Bath
BA1 2HQ

Tel: 01225 340000
Fax: 01225 340001

Swindon

6 Drakes Meadow
Penny Lane
Swindon
SN3 3LL

Tel: 01793 410800
Fax: 01793 539040

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THIS DEED IS DATED 6 February

2014

PARTIES

- (1) AZURE OIL SERVICES LIMITED incorporated and registered in England and Wales with company number 02856486 whose registered office is at Unit 9, Kernick Industrial Estate, Parkengue Kernick, Penryn, Cornwall, TR10 9EP (the Borrower); and
- (2) BATH INVESTMENT AND BUILDING SOCIETY of 15 Queen Square, Bath, BA1 2HN (the Lender).

BACKGROUND

- (A) The Borrower and the Lender entered into the Original Security Document under which the Released Property together with other 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 The terms defined in the Original Security Document shall have the same meaning when used in this deed, unless defined below. In addition, the definitions below apply in this deed.

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:

mortgage deed dated 19 June 2006 and made between the Lender and the Borrower.

Plan 1

the plan at Annexure 1 and labelled 'Plan 1'

Plan 2

the plan at Annexure 2 and labelled 'Plan 2'

Released Property:

that part of the property registered under Land Registry Title Number DN539363 as shown coloured blue on Plan 1.

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 registered under Land Registry Title Number [DN641370] and shown for identification purposes only coloured yellow and blue on Plan 2.

- 1.2 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.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 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.
- 1.5 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.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to writing or written excludes faxes and e-mail.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 A reference 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.
- 1.15 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.
- 1.16 Any words following the terms including, include, in particular 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 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.

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:

- (a) the counterpart of this deed; and
- (b) a DS1 relating to the release of the Released Property from the Original Security Document.

5.2 Within five Business Days of the date of this deed the Borrower shall apply to the Land Registry:

- (a) to remove the entry and any restrictions relating to the Original Security Document from the registered title to the Released Property; and
- (b) to register the deed of substituted security 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(b) 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 and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

8. GOVERNING LAW AND JURISDICTION

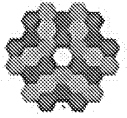
- 8.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.
- 8.2 The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises 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 AGREEMENT has been entered into on the date stated at the beginning of it.

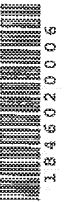
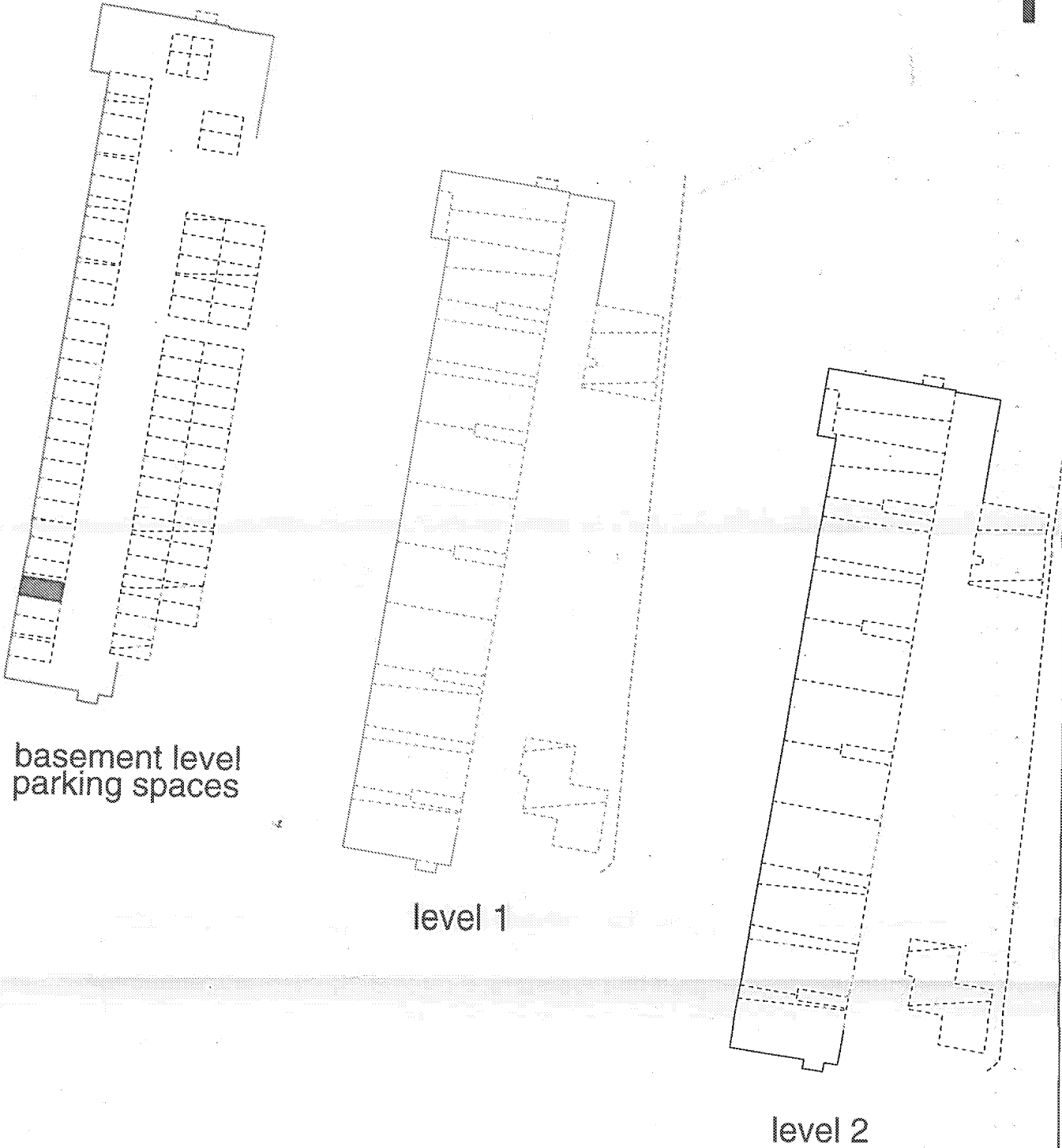
Annexure 1 - Plan 1

Land Registry
Supplementary
plan

Title number DN539363
Ordnance Survey map reference SX4754SW
Scale 1:500 enlarged from 1:1250
Administrative area City of Plymouth



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Supplementary plan no. 1.

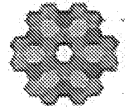


This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

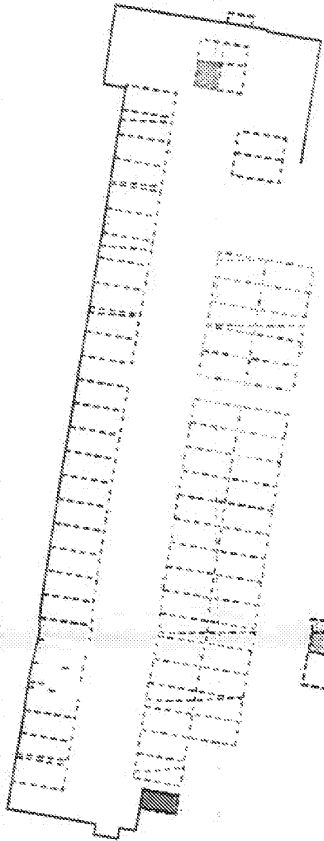
Annexure 2 - Plan 2

Land Registry
Supplementary
plan

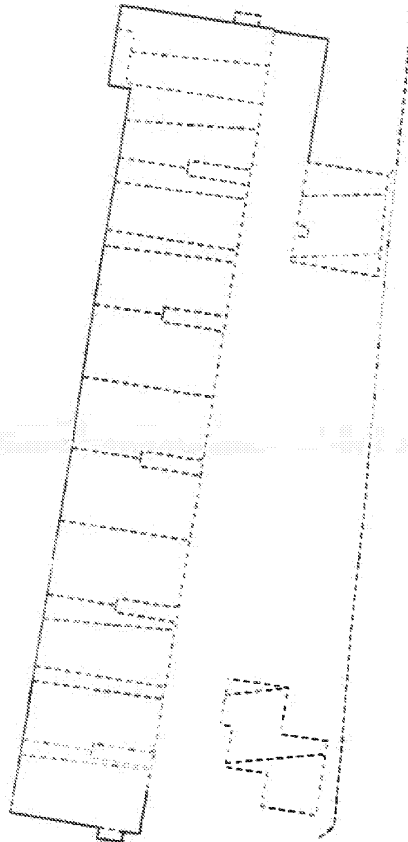
Title number DN612912
Ordnance Survey map reference SX4754SW
Scale 1:500 enlarged from 1:1250
Administrative area City of Plymouth



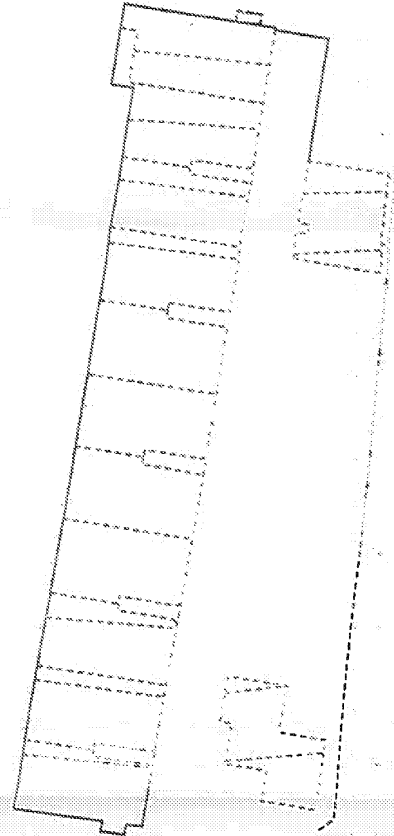
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Supplementary plan no.3.



basement level
parking spaces



level 1



level 2

This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 18 - Title Plans and Boundaries.

Executed as a deed by AZURE OIL SERVICES LIMITED acting by [], a director, in the presence of:

.....
Director

.....
Signature of Witness

.....
Name of Witness

.....

.....
Address of Witness

In witness whereof the seal of the BATH INVESTMENT AND BUILDING SOCIETY is hereto affixed this [6] day of [February] 201[4/]
by order of the Board of Directors in the presence of:

[]

