



Registration of a Charge

Company name: **MCKAY SECURITIES P L C**

Company number: **00421479**



X94JC1KG

Received for Electronic Filing: **07/05/2020**

Details of Charge

Date of creation: **07/05/2020**

Charge code: **0042 1479 0079**

Persons entitled: **AVIVA COMMERCIAL FINANCE LIMITED**

Brief description: **THE FREEHOLD LAND KNOWN AS RIVERGATE HOUSE, NEWBURY BUSINESS PARK, LONDON ROAD, NEWBURY, RG14 2PZ, REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER BK401521. PLEASE REFER TO THE INSTRUMENT FOR FURTHER DETAILS.**

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 421479

Charge code: 0042 1479 0079

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th May 2020 and created by MCKAY SECURITIES P L C was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th May 2020 .

Given at Companies House, Cardiff on 11th May 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 7 May 2020

MCKAY SECURITIES PLC
as Chargor

AVIVA COMMERCIAL FINANCE LIMITED
as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT

relating to Rivergate House, Newbury

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
Bryan Cave Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA



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THIS DEED is dated 7 May 2020 and is made

BETWEEN

- (1) **MCKAY SECURITIES PLC** registered in England and Wales (company number 00421479) whose registered office is at 20 Greyfriars Road Reading Berkshire RG1 11IL (the "**Chargor**"); and
- (2) **AVIVA COMMERCIAL FINANCE LIMITED** as security trustee for the Secured Parties (the "**Security Agent**").

BACKGROUND

- (A) Under a Security Agreement dated 7 May 2015 (the "**Original Security Agreement**") between the Chargor and the Security Agent, the Chargor charged by way of first legal mortgage, first mortgage, first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented).
- (B) In accordance with the Facility Agreement dated 7 May 2015 between (amongst others), the Chargor and the Security Agent, as amended and restated on 26 March 2018 (the "**Facility Agreement**"), the Chargor has acquired an Additional Property and, accordingly, the Chargor has agreed to enter into this Deed in connection with the Facility Agreement.
- (C) This Deed is supplemental to the Original Security Agreement.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 Capitalised terms defined in the Original Security Agreement or the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- 1.2 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.
- 1.3 The term "**this Security**" means any security created by this Deed.
- 1.4 Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- 1.5 The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.6 If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the

liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

1.7 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

2 **EFFECTIVE TIME**

The terms of, and security granted by, this Deed shall come into effect on the date of this Deed.

3 **CREATION OF SECURITY**

3.1 **General**

3.1.1 All the security created under this Deed:

- (a) is created in favour of the Security Agent;
- (b) is created over present and future assets of the Chargor;
- (c) is security for the payment and satisfaction of all the Secured Liabilities ; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.1.2 The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

3.2 **Land**

3.2.1 The Chargor charges by way of a first legal mortgage the property specified in the Schedule under the heading Real Property.

3.2.2 A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3.3 **Confirmation**

The Chargor confirms that, as security for the payment of the Secured Liabilities:

- (a) It has charged in favour of the Security Agent by way of first fixed charge the assets relating to the property specified in the Schedule and referred to in clauses 3.2 (Land), 3.3 (Insurances) and clause 3.5 (Miscellaneous) of the Original Security Agreement; and
- (b) it has assigned to the Security Agent by way of security the assets relating to the property specified in the Schedule and referred to in clause 3.4 (Security Assignment) of the Original Security Agreement.

4 **INCORPORATION**

The provisions of clause 4 (Representations - general) to 19 (Release) (inclusive) (other than clause 6.5 (H.M. Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

5 **HM LAND REGISTRY**

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 7 May 2020 in favour of Aviva Commercial Finance Limited (as security agent) referred to in the charges register or their conveyancer. (Standard Form P)"

6 **CONTINUATION**

- 6.1.1 Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- 6.1.2 References in the Original Security Agreement to "**this Deed**" and expressions of similar import are deemed to be references to the Original Security Agreement as supplemented by this Deed.
- 6.1.3 This Deed is designated a Finance Document.

7 **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

**Schedule
Real Property**

Chargor	Property Description
McKay Securities PLC	The freehold property known as Rivergate House, Newbury Business Park, London Road, Newbury RG14 2PZ, registered at HM Land Registry under title number BK401521

EXECUTION PAGE

Chargor

Executed as a deed by **McKAY**)
SECURITIES PLC acting by:)
GILES SALMON)
and THOMAS ELLIOTT)

Director



Director/Secretary



Security Agent

Executed as a deed by **AVIVA**)
COMMERCIAL FINANCE LIMITED by its)
attorney:)

.....
Attorney name

.....
Attorney signature

in the presence of:)

Witness name:

.....
Witness signature

Witness address:

.....

EXECUTION PAGE

Chargor

Executed as a deed by **McKAY**)
SECURITIES PLC acting by:)
and)

Director

Director/Secretary

Security Agent

Executed as a deed by **AVIVA**)
COMMERCIAL FINANCE LIMITED by its)
attorney:)

DANIEL SANDERS
.....
Attorney name

[Redacted signature area]
Attorney signature

in the presence of: *L. Cross*)

Witness name: [Redacted]
Witness address: [Redacted]

[Redacted signature area]
Witness signature