



**Registration of a Charge**

Company Name: **NYK INVESTMENTS LIMITED**

Company Number: **02767722**



Received for filing in Electronic Format on the: **28/11/2023**

XCH9TYN5

**Details of Charge**

Date of creation: **24/11/2023**

Charge code: **0276 7722 0018**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY AGENT)**

Brief description:

**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: **DWF LAW LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2767722

Charge code: 0276 7722 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th November 2023 and created by NYK INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2023 .

Given at Companies House, Cardiff on 29th November 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**

**Execution version**



**24 November 2023**

**(1) NYK INVESTMENTS LIMITED (AS CHARGOR)**

**(2) CENTENARY COURT LIMITED (AS THE COMPANY)**

**AND**

**(3) THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY AGENT)**

**SUPPLEMENTAL DEED TO AN ASSIGNMENT OF SUBORDINATED DEBT DATED 13 OCTOBER  
2023**

**DWF Law LLP  
20 Fenchurch Street  
London  
EC3M 3A**

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**THIS SUPPLEMENTAL DEED** is dated 24 November 2023 and made between:

- (1) **NYK INVESTMENTS LIMITED** (company number 02767722) whose registered office is 16 Tinworth Street, London SE11 5AL (the "**Chargor**")
- (2) **CENTENARY COURT LIMITED**, a limited company incorporated and registered under the laws of England and Wales with registered number 08667204 with its registered office at 16 Tinworth Street, London, England, SE11 5AL (the "**Company**"); and
- (3) **THE ROYAL BANK OF SCOTLAND PLC**, as security trustee for the Secured Parties (as defined in the Facility Agreement) (in such capacity, the "**Security Agent**").

## **TERMS AGREED**

### **1. Definitions and Interpretation**

- 1.1 In this Deed (including background), the following terms have the following meanings:

**Assignment of Subordinated Debt** means the assignment of subordinated debt dated 13 October 2023 made between (1) the Chargor, (2) CLS UK Property Finance 3 Limited (company number 15088483), 16 Tinworth Street (Residential) Limited (company number 11470835), Cassini Pascal Limited (company number 09888844), Spring Gardens III Limited (company number 02118847), Spring Mews (Block D) Limited (company number 09474143), Wandsworth Road Limited (company number 02892695) and (3) the Security Agent;

**Charged Assets** means each of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Deed;

**Related Rights** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants of title in respect of that asset; and
- (c) all moneys and proceeds paid or payable in respect of that asset;

**Relevant Loan Agreements** means any subordinated loan agreement entered into between the Chargor and the Company;

**Relevant Loans** means the aggregate of any loans made available or to be made available by the Chargor to the Company from time to time whether pursuant to the Relevant Loan Agreements or

otherwise; and

**Secured Liabilities**

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

- 1.2 Terms defined in or construed for the purposes of the Assignment of Subordinated Debt have the same meanings when used in this Deed (unless otherwise defined in this Deed).
- 1.3 Unless a contrary indication appears, any reference in this Deed to the **Chargor** or the **Security Agent** shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- 1.4 The principles of construction set out in clause 1.2 (*Interpretation*) of the Assignment of Subordinated Debt shall apply to this Deed with any necessary changes, as if they were set out in full in this Deed.

2. **Incorporation of Provisions**

Clause 1.3 (*Trust*) and Clause 1.4 (*Third Party Rights*) of the Assignment of Subordinated Debt are incorporated into this Deed, with any necessary changes and as if references in them to the **Assignment of Subordinated Debt** or **this Deed** were reference to this Deed, as if they were set out in full in this Deed.

3. **Covenant to Pay**

- (a) Subject to clause 3(b), the Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) The recourse of the Security Agent against the Chargor in respect of the Secured Liabilities is limited to the Security Agent's rights of enforcement and recovery against the Charged Assets charged under this Deed and, accordingly, the Security Agent agrees that the total amount recoverable against the Chargor under this Deed shall be limited to the proceeds received by the Security Agent in realising the Charged Assets in accordance with this Deed.

4. **Grant of Security**

4.1 **Assignment of Loans**

As a continuing security for the payment of all Secured Liabilities, the Chargor charges in favour of the Security Agent by way of assignment and with full title guarantee all its benefits, rights, titles, claims and interests in and to each of the Relevant Loan Agreements, the Relevant Loans and all Related Rights together with all present and future claims, causes of action, payments and proceeds in respect thereof, subject to a proviso for re-assignment on redemption.

#### 4.2 **Fixed charge**

To the extent not validly and effectively assigned pursuant to clause 4.1 (*Assignment of Loans*) and as a continuing security for the payment of all Secured Liabilities, the Chargor charges in favour of the Security Agent by way of first fixed charge and with full title guarantee all its benefits, rights, titles, claims and interests in and to each of the Relevant Loan Agreements, the Relevant Loans and all Related Rights together with all present and future claims, causes of action, payments and proceeds in respect thereof.

#### 4.3 **Priority**

The Security created by this Deed:

- (a) is created in favour of the Security Agent for the benefit of itself and the other Secured Parties;
- (b) ranks as a first charge; and
- (c) is given with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

#### 4.4 **Negative pledge**

- (a) The Chargor shall not, without the prior written consent of the Security Agent, other than in accordance with the Facility Agreement, create or permit to subsist or arise any Security over the Charged Assets.
- (b) Subject to paragraph (a) above, any Security on the Charged Assets created in the future by the Chargor (otherwise than in favour of the Security Agent) shall be expressed to be subject to this Deed.

#### 5. **Application of Assignment of Subordinated Debt Provisions**

The Security created by this Deed is created "pursuant to the Assignment of Subordinated Debt" and all references in the Assignment of Subordinated Debt to the **Charged Assets** include the Relevant Loan Agreements, the Relevant Loans, the Related Rights and any other assets charged by this Deed.

#### 6. **Supplemental Deed**

##### 6.1 **Assignment of Subordinated Debt**

- (a) This Deed is supplemental to the Assignment of Subordinated Debt.
- (b) This Deed is a Finance Document.
- (c) From the date of this Deed, the provisions of the Assignment of Subordinated Debt and of this Deed shall be read and construed as one and all references to the Assignment of Subordinated Debt shall be deemed to incorporate the provisions and amendments contained in this Deed.

6.2 **Continuance in Force**

For the avoidance of doubt, the provisions of the Assignment of Subordinated Debt and the other Finance Documents (except as amended by this Deed) continue to apply and remain in full force and effect.

7. **Costs and Expenses**

The Chargor shall promptly on demand by to the Security Agent the amount of all costs and expenses (including legal fees, valuation fees (and any VAT or similar tax thereon)) incurred by the Security Agent in connection with the negotiation, preparation, execution, registration and completion of this Deed.

8. **Counterparts**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

9. **Governing Law**

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

**THIS DEED** has been executed and delivered as a deed by the Chargor on the first date specified on page 1 of this Deed.



SIGNATURE PAGES

The Chargor

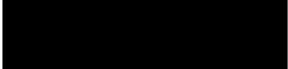
EXECUTED AS A DEED by  
**NYK INVESTMENTS LIMITED**  
acting by a director

)  
)  
)  


Alain Millet

In the presence of

Name: Manuel Sconcia

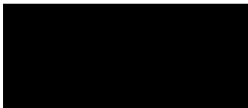
Signature: 

Address: 16 Tinworth Street, London

Occupation: UK Treasurer

The Company

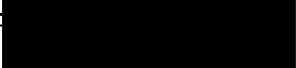
EXECUTED AS A DEED by  
**CENTENARY COURT LIMITED**  
acting by a director

)  
)  
)  


Alain Millet

In the presence of

Name: Manuel Sconcia

Signature: 

Address: 16 Tinworth Street, London

Occupation: UK Treasurer

**Security Agent**

Signed for **THE ROYAL BANK OF SCOTLAND PLC**

Signature:  .....

Name: **Andrew Bushell** .....

Function: **Director** .....