



**Registration of a Charge**

Company Name: **CITYSTYLE LIVING LIMITED**

Company Number: **03909835**



Received for filing in Electronic Format on the: **23/09/2021**

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**Details of Charge**

Date of creation: **21/09/2021**

Charge code: **0390 9835 0011**

Persons entitled: **WARRINGTON BOROUGH COUNCIL**

Brief description: **1. FLAT 36, MCCABE COURT, 99 BARKING ROAD E16 4HE 2. FLAT 37, MCCABE COURT, 99 BARKING ROAD E16 4HE 3. FLAT 45, MCCABE COURT, 99 BARKING ROAD E16 4HE 4. FLAT 46, MCCABE COURT, 99 BARKING ROAD E16 4HE 5. FLAT 47, MCCABE COURT, 99 BARKING ROAD E16 4HE 6. FLAT 48, MCCABE COURT, 99 BARKING ROAD E16 4HE 7. FLAT 49, MCCABE COURT, 99 BARKING ROAD E16 4HE 8. FLAT 50, MCCABE COURT, 99 BARKING ROAD E16 4HE 9. FLAT 51, MCCABE COURT, 99 BARKING ROAD E16 4HE ALLOCATED UNDER TITLE NUMBER TGL562528 BY H.M. LAND REGISTRY (BUT NOT YET REGISTERED). FOR FURTHER DETAILS OF PROPERTIES CHARGED PLEASE SEE THE DEED.**

**Contains fixed charge(s).**

**Contains floating 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 THE ELECTRONIC COPY INSTRUMENT DELIVERED  
AS PART OF THIS APPLICATION FOR REGISTRATION IS A  
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PETER WILLIAMS**



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

Company number: 3909835

Charge code: 0390 9835 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st September 2021 and created by CITYSTYLE LIVING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2021 .

Given at Companies House, Cardiff on 24th September 2021

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**

# DAC BEACHCROFT

Dated 21 September 2021

(1) CITYSTYLE LIVING LIMITED

as Chargor

to

(2) WARRINGTON BOROUGH COUNCIL

as Lender

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## SUPPLEMENTAL CHARGE

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DAC Beachcroft LLP

3 Hardman Street Manchester M3 3HF UK

tel: +44 (0) 161 934 3000 fax: +44 (0) 161 934 3288

DAC Beachcroft - an international law



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The Supplemental Charge is made on 21 September 2021

**Between:**

- (1) CITYSTYLE LIVING LIMITED, a company incorporated in England and Wales with company number 03909835 and whose registered office is at 100 Chalk Farm Road, London, NW1 8EH (the **Chargor**); and
- (2) Warrington Borough Council as Lender (the **Lender**).

**Background**

- (A) Pursuant to the Original Charge (as defined below), the Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Chargor has acquired interests in real property and, in accordance with clause 5.1(c) of the Facility Agreement (as defined in the Original Charge (defined below), the Chargor has agreed to enter into this Supplemental Charge.
- (C) This Supplemental Charge is supplemental to the Original Charge (as defined below).

**This Supplemental Charge witnesses as follows:**

**1. Definitions and Interpretation**

**1.1 Definitions**

Terms defined in the Original Charge shall, unless otherwise defined in this Supplemental Charge or unless a contrary intention appears, bear the same meaning when used in this Supplemental Charge and the following definitions shall apply:

**"Additional Property"** means:

- (a) all of the freehold and/or leasehold property of the Chargor specified in the schedule (Additional Property);
- (b) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraph (a); and
- (c) the Related Rights arising in relation to any of the assets described in paragraphs (a) and (b).

**"Original Charge"**

means the Security Agreement between (1) the Chargor and (2) the Lender dated 28 October 2019.

**1.2 Construction**

1.2.1 Unless a contrary intention appears, sub-clause 1.2 (**Construction**) of the Facility Agreement applies to this Supplemental Charge, and shall be deemed to be incorporated into this Supplemental Charge, mutatis mutandis, as though set out in full in this Supplemental Charge, with any reference to "this Agreement" being deemed to be a reference to "this Supplemental Charge", subject to any necessary changes.

1.2.2 Any references to the Lender or any Receiver shall include its Delegate.

### **1.3 Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Charge to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Charge are incorporated into this Supplemental Charge.

### **1.4 Implied Covenants for Title**

The obligations of the Chargor under this Supplemental Charge shall be in addition to the covenants for title deemed to be included in this Supplemental Charge by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

### **1.5 Effect as a Deed**

This Supplemental Charge is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

### **1.6 Trusts**

1.6.1 The Lender holds the benefit of this Supplemental Charge on trust for the Secured Parties.

1.6.2 The perpetuity period for any trusts created by this Supplemental Charge is 125 years.

## **2. Security Assets**

2.1 The Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Lender, with full title guarantee, by way of legal mortgage, the Additional Property.

2.2 As security for payment of the Secured Liabilities, the Chargor assigns, by way of security, with full title guarantee to the Lender all its right, title and interest in:

2.2.1 the Insurances and the Insurance Proceeds; and

2.2.2 any Lease Document,

in each case relating to the Additional Property, together with all Related Rights relating thereto.

- 2.3 The Chargor hereby irrevocably consents to the Lender applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Additional Property on the prescribed Land Registry form and in the following or substantially similar terms:

"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 Supplemental Charge dated • in favour of Warrington Borough Council referred to in the charges register."

- 2.4 The Finance Parties must perform their obligations under the Facility Agreement (including any obligation to make available further advances). In relation to the Additional Property, the Lender may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Additional Property of the obligation to make further advances.

### 3. **Incorporation**

The provisions of sub-clause 4.1 (Continuing Security) to clause 15 (Miscellaneous) (inclusive) of the Original Charge apply to this Supplemental Charge as though they were set out in full in this Supplemental Charge except that references to "this Deed" in the Original Charge are to be construed as references to "this Supplemental Charge".

### 4. **Continuation**

- 4.1 Except insofar as supplemental hereby, the Original Charge will remain in full force and effect.
- 4.2 The Chargor agrees that the execution of this Supplemental Charge shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Charge.
- 4.3 References in the Original Charge to "**this Deed**" and expressions of similar import shall be deemed to be references to the Original Charge as supplemented by this Supplemental Charge and to this Supplemental Charge.
- 4.4 This Supplemental Charge is designated as a Finance Document.

### 5. **Governing Law**

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

### 6. **Jurisdiction**

- 6.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Charge (including a dispute relating to the existence, validity or termination of this Supplemental Charge or

any non-contractual obligation arising out of or in connection with this Supplemental Charge) (a "**Dispute**").

- 6.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 6.3 This clause is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

In witness this Supplemental Charge is executed on the date appearing at the head of page 1.



# SCHEDULE

## ADDITIONAL PROPERTY

TITLE NUMBER	DESCRIPTION AT LAND REGISTRY	UPRN	POSTAL ADDRESS 1	POSTAL ADDRESS 2	POSTCODE
TGL562528 (allocated but not yet completed)		MCCABE000036	Flat 36, McCabe Court	99 Barking Road	E16 4HE
TGL562528 (allocated but not yet completed)		MCCABE000037	Flat 37, McCabe Court	99 Barking Road	E16 4HE
TGL562528 (allocated but not yet completed)		MCCABE000045	Flat 45, McCabe Court	99 Barking Road	E16 4HE
TGL562528 (allocated but not yet completed)		MCCABE000046	Flat 46, McCabe Court	99 Barking Road	E16 4HE
TGL562528 (allocated but not yet completed)		MCCABE000047	Flat 47, McCabe Court	99 Barking Road	E16 4HE
TGL562528 (allocated but not yet completed)		MCCABE000048	Flat 48, McCabe Court	99 Barking Road	E16 4HE
TGL562528 (allocated but not yet completed)		MCCABE000049	Flat 49, McCabe Court	99 Barking Road	E16 4HE
TGL562528 (allocated but not yet completed)		MCCABE000050	Flat 50, McCabe Court	99 Barking Road	E16 4HE
TGL562528 (allocated but not yet completed)		MCCABE000051	Flat 51, McCabe Court	99 Barking Road	E16 4HE

**SIGNATURE PAGE**

**Chargor**

Executed as a deed for and on behalf of )  
**Citystyle Living Limited** )  
By two directors or one director  
and the company secretary

Director:  .....

Print name: RICHARD HILL

Director/Secretary:  .....

Print name: HILARY MILNE

50-2021-323-CSL

**Lender**

Signed by )  
for and on behalf of )  
**Warrington Borough Council** )  
acting by  
an authorised signatory

Address:

E-mail:

Fax:

Attention: