



Registration of a Charge

Company name: **CITIBASE LIMITED**

Company number: **05432553**

Received for Electronic Filing: **03/01/2019**



X7WBYCA1

Details of Charge

Date of creation: **21/12/2018**

Charge code: **0543 2553 0001**

Persons entitled: **SANTANDER UK PLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

FOOT ANSTEY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5432553

Charge code: 0543 2553 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2018 and created by CITIBASE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2019 .

Given at Companies House, Cardiff on 7th January 2019

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

SECURITY DEED OF ACCESSION

This Deed is made on 21st December 2018

Between:

- (1) Newable Office Space Limited (registered in England and Wales with number 11583653) (Borrower);
- (2) Citibase Limited (formerly Citibase Public Limited Company and registered in England and Wales with number 05432553) (Acceding Chargor); and
- (3) Santander UK PLC (registered in England with number 02294747) (Lender).

Recital:

This Deed is supplemental to a debenture dated 9 November 2018 between the Borrower and the Lender (Debenture).

The Acceding Chargor has also entered into an Accession Deed to the Facility Agreement on or about the date of this Security Deed of Accession and by doing so appointed the Borrower as its agent in connection with the Finance Documents.

It is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, *Subsidiary Shares* means all shares present and future held by the Acceding Chargor or its Subsidiaries including those listed in Schedule 2 (*Subsidiary Shares*) to this Deed.

1.2 Interpretation

Clauses 1.2 (*Interpretation*), 1.3 (*Third party rights*), 1.4 (*Administration*) and 1.5 (*Incorporated terms*) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to this Deed shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay

The Acceding Chargor covenants with the Lender that it will pay and discharge the Secured Liabilities when they become due for payment and discharge.

2.3 Charging provisions

All security created by a Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Secured Asset; and
- (d) in favour of the Lender.

2.4 First legal mortgages

The Acceding Chargor charges by way of first legal mortgage:

- (a) the properties described in Schedule 1 (*Properties*) to this Deed;
- (b) all other interests and estates in Real Property,

and, in each case, all Premises and Fixtures on such property for the time being.

2.5 Assignments

- (a) The Acceding Chargor assigns:
 - (i) the agreements described in Schedule 2 (*Relevant Agreements*) to this Deed; and
 - (ii) its Relevant Policies.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of an Event of Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 First fixed charges

The Acceding Chargor charges by way of first fixed charge:

- (a) all other interests and estate in any Real Property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together the "**Chattels**") present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;

- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an Account);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any legal mortgage in clause 2.4 or any assignment in clause 2.5 is ineffective as a Legal Mortgage or an assignment (as applicable), the assets referred to in that clause.

2.7 Floating charge

The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 to Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Borrower agrees to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

The Acceding Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed or the Debenture. The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5 Notices

The Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as follows:

Address: Newable
140 Aldersgate Street
London
EC1A 4HY

Attention: Michael Walsh

6 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 this Deed.

7 Governing law and jurisdiction

Clauses 35 and 36 of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

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

Schedule 1 to Security Deed of Accession

Properties

Registered Land

N/A

Unregistered Land

N/A

Schedule 2 to Security Deed of Accession

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
N/A		

Schedule 3 to Security Deed of Accession

Relevant Agreements

Date	Document	Parties
N/A		

Schedule 4 to Security Deed of Accession

Relevant Policies

Insured	Policy Type	Insurer	Policy Number
Citibase Limited	Commercial Combined	Aviva Plc	100589558 CCI
Citibase Limited	Terrorism	Lloyd's	AJG 13081384

Schedule 5 to Security Deed of Accession

Bank Accounts

Sort Code	Account Number	Account Name	Account Short Name	Name of Bank
152025	20064873	CITIBASE PLC	CITIBASE PLC	RBS
152025	10287467	CITIBASE PLC RE SHARESPACE	CBLH PLC	RBS
152025	10629856	CITIBASE PLC ON BEHALF OF SALAFT PROPERTIES LTD	CBLH PLC	RBS
152025	11219732	CITIBASE PLC ON BEHALF OF CAIRNS WHARF	CBLH PLC	RBS
152025	11224647	CITIBASE PLC RE NEW CROYDON	CBLH PLC	RBS
152025	20065497	CITIBASE DERBY	CITIBASE DERBY	RBS
152025	11238435	CITIBASE NEWCASTLE DEAN STREET ON BEHALF OF TOSCAFUND MILBURN HOUSE LTD	CBLH PLC NEWCASTLE D	RBS
152025	11239415	CITIBASE PLC FOR AND ON BEHALF OF JUBILEE ESTATES LTD	CBLH PLC RE JUBL	RBS
152025	11239431	CITIBASE PLC FOR AND BEHALF OF TOSCAFUND SOUTH GYLE LTD	CBLH PLC FOR AND	RBS
152025	11239466	CITIBASE PLC RE SHARESPACE DEPOSIT ACCOUNT	SHARESPACE DEPOSIT	RBS
152025	19686143	CITIBASE PLC FOR AND ON BEHALF OF MACKAY PROPERTIES LTD	CBLH PLC FOR AND	RBS
152025	19686151	CITIBASE PLC FOR AND ON BEHALF OF ANDERSON, ANDERSON, BROWN LLP	CBLH PLC FOR AND	RBS
152025	19686178	CITIBASE PLC FOR AND ON BEHALF OF RR WING PORTFOLIO LTD	CBLH PLC FOR AND	RBS
152025	19686186	CITIBASE PLC FOR AND ON BEHALF OF RR RAINBOW (SOUTH) LTD	CBLH PLC FOR AND	RBS
152025	19686194	CITIBASE PLC FOR AND ON BEHALF OF GREAT MALVERN HOLDINGS LTD	CBLH PLC	RBS
152025	19686208	CITIBASE PLC FOR AND ON BEHALF OF GUNNERY PROPERTY LTD	CBLH PLC	RBS
152025	20060290	CITIBASE PLC FOR AND ON BEHALF OF CERT	CITIBASE PLC FOR AND	RBS

		PROPERTY MANAGEMENT LTD LMO		
152025	20060304	CITIBASE PLC FOR AND ON BEHALF OF NEWABLE LIMITED	CBLH PLC FOR AND	RBS
152025	20060320	CITIBASE PLC FOR AND ON BEHALF OF CERT PROPERTY MANAGEMENT LTD MSQ	CBLH PLC	RBS
152025	20060339	CITIBASE PLC FOR AND ON BEHALF OF FLHSL LTD	CBLH PLC	RBS
152025	20065535	CITIBASE PLC	CITIBASE PLC	RBS
152025	11227263	CITIBASE PLC FOR AND ON BEHALF OF CLOWES DEVELOPMENT (UK) LTD	CBLH PLC	RBS

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Original Chargor

Executed as a deed by
Newable Office Space Limited
acting by a director in the presence of

)
)
)

Director



Signature of witness



Name **PAUL SMITH**



Acceding Chargor

Executed as a deed by
Citibase Limited
acting by a director in the presence of

)
)
)

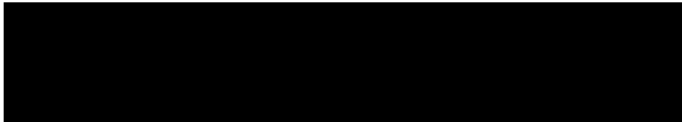
Director



Signature of witness



Name **PAUL SMITH**



Lender

Executed as a deed by
Santander UK plc
acting by a director in the presence of

)
)
)

Authorised signatory

Signature of witness

Name

Address

Occupation

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Original Chargor

Executed as a deed by)
Newable Office Space Limited)
acting by a director in the presence of) Director

Signature of witness

Name

Address

Occupation

Acceding Chargor

Executed as a deed by)
Clitibase Limited)
acting by a director in the presence of) Director

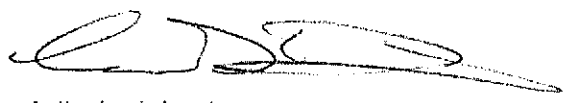
Signature of witness

Name

Address

Occupation

Lender

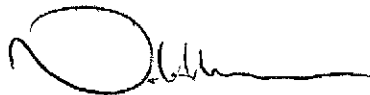
Executed as a deed by)
Santander UK plc)
acting by a director in the presence of)  Authorised signatory

Signature of witness

Name

Address

Occupation



NICK HOLMAN

