



Registration of a Charge

Company name: **THE BOTLEY DEVELOPMENT COMPANY LIMITED**

Company number: **07117579**



X9FIBYSG

Received for Electronic Filing: **12/10/2020**

Details of Charge

Date of creation: **09/10/2020**

Charge code: **0711 7579 0004**

Persons entitled: **MOUNT STREET MORTGAGE SERVICING LIMITED**

Brief description: **ALL THAT LAND COMPRISED IN A LEASE DATED 4 SEPTEMBER 2020 MADE BETWEEN (1) THE BOTLEY DEVELOPMENT COMPANY LIMITED (2) WEST WAY ACADEMIC RESIDENTIAL 1 LIMITED AND (3) WESTWAY ESTATE MANAGEMENT LIMITED.**

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:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7117579

Charge code: 0711 7579 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th October 2020 and created by THE BOTLEY DEVELOPMENT COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th October 2020 .

Given at Companies House, Cardiff on 13th October 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**

EXECUTION VERSION

SUPPLEMENTAL SECURITY AGREEMENT

DATED 9 OCTOBER 2020

**THE ENTITIES listed in Schedule 1
as Chargors**

and

**MOUNT STREET MORTGAGE SERVICING LIMITED
as Security Agent**

ALLEN & OVERY

Allen & Overy LLP

0127600-0000001 UKO1: 2001622403.3

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THIS DEED is dated 9 October 2020 and is made

BETWEEN:

- (1) THE COMPANIES listed in Schedule 1 (Chargors) as chargors (the **Chargors**); and
- (2) MOUNT STREET MORTGAGE SERVICING LIMITED (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the £70,081,257 facility agreement dated 27 March 2019 between, among others, The Botley Development Company Limited as the borrower and the Security Agent (the **Facility Agreement**).
- (B) Under a security agreement dated 27 March 2019 between, among others, the Chargors and the Security Agent (the **Original Security Agreement**), each 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 others, the present and future obligations and liabilities of each Transaction Obligor under the Finance Documents.
- (C) Each Chargor acquired additional interests in leasehold property and, accordingly, each Chargor has agreed to enter into this Deed in connection with the Facility Agreement.
- (D) This Deed is supplemental to the Original Security Agreement.
- (E) 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 Construction

- (a) Capitalised terms defined in the Original Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Original Security Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (ii) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and

(C) all powers, remedies, causes of action, security, guarantees and indemnities,
in each case in respect of or derived from that asset;

(iii) any **share, stock, debenture, bond or other security or investment** includes:

(A) any dividend, interest or other distribution paid or payable;

(B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share, stock, debenture, bond or other security or investment;
and

(iv) the term **this Security** means any Security created by this Deed.

- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the 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.
- (f) 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.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.2 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;

- (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

- (a) Each Chargor charges:
- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 2 (Real Property); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause 2 (Creation of Security) to a mortgage or charge of any freehold or leasehold property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 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 legal mortgage and (as applicable) first fixed charge the assets relating to the real property specified in the Schedule (Real Property) and referred to in clauses 2.3 (Investments) to 2.6 (Book debts etc.) and clause 2.10 (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 (Real Property) and referred to in clauses 2.7 (Insurances) to 2.9 (Other contracts) of the Original Security Agreement.

3. INCORPORATION

The provisions of clause 3 (Restrictions on dealings) to 20 (Release) (other than clauses 4.3 (Land Registry) and 6.3 (Notices of charge) to 8 (Insurances) (inclusive)) 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.

4. LAND REGISTRY

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the 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 [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".

5. CONTINUATION

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) 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 amended by this Deed and to this Deed.
- (c) This Deed is designated a Finance Document.

6. 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 executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

Name of Chargor	Registered number
The Botley Development Company Limited	07117579
West Way Academic Residential 1 Limited	11855783

SCHEDULE 2

REAL PROPERTY

All that land comprised in a lease dated 4 September 2020 made between (1) The Botley Development Company Limited (2) West Way Academic Residential 1 Limited and (3) Westway Estate Management Limited.

SIGNATORIES

Chargors

EXECUTED AS A DEED by)
THE BOTLEY DEVELOPMENT COMPANY)
LIMITED)
acting by)

Director

In the presence of:)
Witness's signature:)
)

Name: Sophie Dipin

Address:

EXECUTED AS A DEED by
WEST WAY ACADEMIC RESIDENTIAL 1
LIMITED
acting by



Director

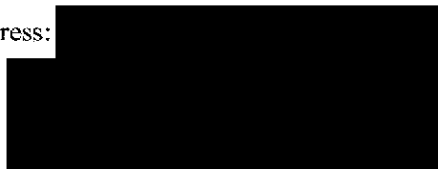
In the presence of:

Witness's signature:



Name: *Sophie Olpin*

Address:



Security Agent



Serenity Morley
Authorised Signatory

for and on behalf of

MOUNT STREET MORTGAGE SERVICING LIMITED

Place of Signing: London

Date: 9 October 2020