



Registration of a Charge

Company name: **LONDON SQUARE LIMITED**

Company number: **07774351**



X62EH9R3

Received for Electronic Filing: **17/03/2017**

Details of Charge

Date of creation: **13/03/2017**

Charge code: **0777 4351 0001**

Persons entitled: **HSBC BANK PLC**

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: **MARIANNE FONTEYN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7774351

Charge code: 0777 4351 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2017 and created by LONDON SQUARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2017 .

Given at Companies House, Cardiff on 20th March 2017

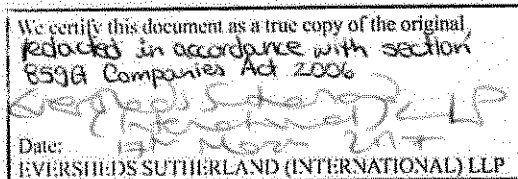
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



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Execution Version

Dated: 13 March 2017

- (1) LONDON SQUARE LIMITED as Depositor and
- (2) HSBC BANK PLC as Lender

Assignment and charge over deposit

relating to the General Account

CONTENTS

1.	INTERPRETATION	1
2.	COVENANT FOR PAYMENT.....	2
3.	SECURITY.....	2
4.	RIGHT OF ENFORCEMENT	2
5.	RELEASE.....	3
6.	RENEWALS	3
7.	WARRANTIES	3
8.	COVENANTS.....	3
9.	GENERAL.....	4
10.	RIGHTS AND POWERS	4
11.	SET-OFF	4
12.	THIRD PARTY RIGHTS	4
13.	NOTICES	5
14.	LAW	5
15.	JURISDICTION	5

Schedules

1	Form of notice relating to assigned accounts	6
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THIS DEED OF ASSIGNMENT AND CHARGE is dated

13 March

2017 and made

BETWEEN:

- (1) **LONDON SQUARE LIMITED**, (the "Depositor"), a company organised and existing under the laws of England and Wales with company number 7774351 whose principal office is at One York Road, Uxbridge, Middlesex, UB8 1RN; and
- (2) **HSBC BANK PLC**, (the "Lender").

WHEREAS:

- (A) The Lender is about to provide certain facilities to the Company (as defined below) upon the terms of an agreement dated on or around the date of this Deed between, amongst others, the Depositor as parent, the Company as company and the Lender as lender.
- (B) The Depositor wishes to make available to the Lender in the manner hereinafter agreed certain deposits to secure its and certain other companies' liabilities to the Secured Parties pursuant to the terms of the agreement referred to in Recital (A) and other associated agreements.

NOW IT IS HEREBY AGREED as follows:

1. **Interpretation**

1.1 In this Deed, unless the context otherwise requires:

"Account Bank" means The Royal Bank of Scotland plc or any transferee or alternative deposit holding institution at which the Deposit is held at any time;

"Deposit" means each amount which is now or which may from time to time hereafter be standing to the credit of the General Account, all interest thereon and all amounts deriving therefrom whether directly or indirectly;

"General Account" means the account of the Depositor with the Account Bank designated "General Account" and bearing account number [REDACTED] and sort code [REDACTED] and includes all amounts which are now or which may from time to time hereafter be standing to the credit of such account, all interest thereon, all amounts deriving therefrom whether directly or indirectly and any permitted replacement of that Account;

"Facility Agreement" means the agreement referred to in Recital (A) as amended or modified from time to time and includes all other documents supplemental to, collateral with, or derived from, the Facility Agreement;

"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; and

"Deed" means this deed of charge as amended or modified from time to time and includes all other documents supplemental to, collateral with, or derived from, this deed of charge.

1.2 In this Deed, unless the context otherwise requires:

- (A) all defined terms in the Facility Agreement have the same meaning here, unless the contrary intention is expressed;
- (B) the expressions of "Depositor" and "Lender" shall include their respective successors;
- (C) a "successor" of any party to this Deed shall be construed as including any person to whom all or any part of the rights or obligations of such party under this Deed shall have been assigned or transferred or who shall have assumed all or any part of such rights and obligations; and
- (D) references to clauses are to clauses hereof.

1.3 The clause headings are not to be taken into account in construing this Deed.

2. **Covenant for payment**

2.1 **Covenant to pay**

The Depositor covenants with the Lender that it will pay and discharge each and all of the Liabilities on demand when due in accordance with the terms of the Finance Documents.

2.2 **Survival of obligations**

The payment obligations of the Depositor under the Finance Documents shall survive the enforcement of the whole or any part of the assets assigned or charged or intended to be assigned or charged by this Deed.

3. **Security**

In consideration of the Lender entering into the Facility Agreement and making or continuing advances thereunder or otherwise giving credit or granting or continuing other banking services or facilities to the Company from time to time, the Depositor with full title guarantee hereby:

- (A) assigns by the way of Security the General Account and the Deposit (in each case with all associated benefits relating to such Account and Deposit respectively); and
- (B) to the extent not assigned under (A) above, charges by way of first fixed charge the General Account and the Deposit (in each case with all associated benefits relating to the General Account and Deposit respectively),

as a continuing security for the payment and discharge of all the Liabilities.

4. **Right of enforcement**

4.1 If any Event of Default occurs and is continuing in the due performance and discharge of the Liabilities the Lender may forthwith at any time thereafter without notice to and without any further consent on the part of the Depositor:

- (A) appropriate, realise or transfer, including to itself or to any person, all or any part of the General Account and the Deposit;
- (B) appoint one or more persons to be a Receiver of all or any part of the General Account and the Deposit;
- (C) exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the Law of Property Act 1925 or any other legislation or regulation or under this Deed,

all in such manner as the Lender may in its absolute discretion determine (whether or not any deposit funding period would be broken), and may apply the Deposits and any proceeds of conversion into another currency in or towards satisfaction of the Liabilities.

4.2 Any conversion of a Deposit or any part thereof into another currency in accordance with this Deed shall be made at the Lender's spot rate of exchange in London for the relevant currencies on the date of such conversion and the Lender shall have no responsibility for any resulting loss.

4.3

- (A) Whilst an Event of Default is continuing; and
- (B) at any time prior to the occurrence of an Event of Default but following the Depositor receiving notice from the Lender requiring it to do anything which the Depositor is required to do under this Deed, but the Depositor has failed so to do for a period of five Business Days,

the Depositor hereby irrevocably and by way of security appoints the Lender as its attorney and agent with full power to exercise (in the name of the Depositor or otherwise) all the rights conferred by this Deed and to apply the General Account and appropriate, realise, transfer and apply each Deposit in accordance with the terms hereof.

4.4 The powers conferred by this Deed shall not prejudice the Lender's right to enforce payment or discharge of the Liabilities without previous resort to this security.

4.5 Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this security.

5. Release

Upon the payment and discharge of all the Liabilities in full the Lender shall (if it is not under any obligation to make advances or otherwise to allow credit to the Depositor) at the request and cost of the Depositor release the General Account from the charge hereby created.

6. Renewals

6.1 So long as any part of the Liabilities remains undischarged no part of a Deposit shall be released (unless the Lender shall otherwise agree) but at each maturity applicable thereto each Deposit shall be renewed automatically for a period identical to that for which it was last renewed (or in the case of the first renewal the period for which it was initially made) or for such other period as the Lender and the Depositor may in any particular case agree.

6.2 On each occasion when interest on a Deposit falls due it shall be added to the relevant Deposit (subject to the deduction of any applicable tax or other fiscal impost) and shall form part of that Deposit for all purposes unless the Lender at the request of the Depositor shall in any particular case otherwise agree.

7. Warranties

The Depositor hereby warrants to and undertakes with the Lender that the Depositor is the beneficial owner of the General Account free from all charges, liens and encumbrances and no third party has any right or claim to the General Account or any part thereof whether at law or in equity other than pursuant to the Mezzanine Finance Documents which are permitted under the terms of the Finance Documents.

8. Covenants

8.1 The Depositor covenants with the Lender that during the continuance of this security:

- (A) the Depositor will not create or permit to come into being any charge or encumbrance of any nature over the General Account or in relation to any Deposit nor assign nor otherwise deal with the General Account or Deposits save in pursuance of its obligations hereunder and as created by or pursuant to the Mezzanine Finance Documents;
- (B) the Depositor will not withdraw or attempt to withdraw the whole or any part of a Deposit save for any such withdrawal expressly provided for by the provisions of this Deed or the Facility Agreement; and
- (C) if and whenever so required by the Lender the Depositor shall promptly execute and deliver to the Lender any and all such further instruments as are necessary for the purpose of obtaining the full benefit of this Deed and of the rights and powers herein.

granted, including, without limitation, an assignment of the Deposits in favour of a nominee of the Lender or such other person as the Lender may require.

8.2 **Notice of assignment**

The Depositor shall serve notice of the assignment under this Deed of its rights to the Deposit and each Account by sending a notice substantially in the form of Schedule 1 (Notices) to the Account Bank on the date of this Deed. The Depositor shall use all reasonable endeavours to procure that the notice served by it under this clause is acknowledged by the Account Bank in the form attached to such notice on the date of this Deed.

9. **General**

9.1 The security constituted by this Deed:

- (A) shall be a continuing security and shall not be considered satisfied by any intermediate payment or settlement of account or otherwise but shall remain in force until all the Liabilities (including any obligation of the Lender to make advances or otherwise to allow credit to the Depositor) have been paid to and received by the Lender in full (and/or, as the case may be, the Lender shall have been fully discharged or released therefrom);
- (B) shall not prejudice or be prejudiced by any other security held by the Lender at any time or any right the Lender might have against any other person in respect of the Liabilities or any part of the Liabilities; and
- (C) shall not be affected by any act, omission or circumstance which but for this clause 9 might affect or diminish its effectiveness, including but not limited to any time or indulgence granted by the Lender to the Depositor or any other person.

9.2 If from time to time the Lender receives notice of any subsequent charge or interest or any other event or matter affecting the General Account or the Lender's charge thereon the Lender may open a new account or accounts with the Depositor. If the Lender does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Depositor to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Liabilities at the time when the Lender received notice as aforesaid.

10. **Rights and powers**

The provisions of this Deed shall be in addition and without prejudice to any rights of the Lender under any applicable rule of law. The rights and remedies herein provided are cumulative and no failure on the part of the Lender to exercise and no delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude the further exercise thereof or the exercise of any other right, power or privilege.

11. **Set-off**

Notwithstanding and without prejudice to any other provision of this Deed or any right of the Lender under any applicable rule of law, the Lender may set off any matured obligation due from the Depositor (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Depositor under the Finance Documents, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

12. **Third Party rights**

No person who is not a party to this Deed shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Deed.

13. **Notices**

- 13.1 Any notice, communication or demand to be given under this Deed or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing.
- 13.2 Save for the service of process (which may be served in any manner that accords with applicable law), any such notice, communication or demand shall be delivered or sent to the intended recipient at its address or facsimile or telex number, and marked for the attention of its department or officer, as provided in clause 13.3 and will only be effective:
- (A) if by way of fax, when received in legible form; or
 - (B) if by way of letter, when it has been left at the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to the intended recipient at that address; or
 - (C) if by way of telex, when despatched, but only if, at the time of transmission, the correct answerback appears at the start and at the end of the sender's copy of the notice,
- and if addressed to such department or officer.
- 13.3 The addresses and other details referred to in clause 13.2 are, subject to clause 13.4:
- (A) in the case of the Depositor, those identified with its name below; and
 - (B) in the case of the Lender, those identified with its name below.
- 13.4 Either the Depositor or the Lender may notify the other of any change to its address or any of its other details specified in clause 13.3, provided that such notification shall only be effective on the date specified in such notice or five working days after the notice is given, whichever is later.

14. **Law**

This Agreement shall be governed by, and construed in accordance with, English law.

15. **Jurisdiction**

- 15.1 Subject to clause 15.2, the parties irrevocably agree that the English courts shall have exclusive jurisdiction in relation to any legal action or proceedings arising out of or in connection with this Agreement ("Proceedings") and waive any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.
- 15.2 The parties agree that clause 15.1 operates for the benefit of the Lender and accordingly the Lender shall be entitled to take Proceedings in any other court or courts having jurisdiction.

IN WITNESS WHEREOF the Depositor has caused this Deed to be executed and delivered as its deed on the day and year first before written.

SCHEDULE 1

Form of notice relating to assigned accounts

To: [NAME AND ADDRESS OF ACCOUNT BANK] (the "Account Bank")

Dated: [DATE]

Dear Sirs,

1. We give you notice that, under an assignment and charge dated [DATE] we have assigned by way of Security and to the extent not assigned, charged to [LENDER] (the "Lender") all our present and future rights, title and interest in, under and to the account listed below (the "Account"), including all monies (including interest) at any time standing to the credit of such accounts.

Name or designation of bank account	Account Number	Name of institution and branch at which account held

2. We may not withdraw or attempt to withdraw any amounts from the Account without the prior written consent of the Lender.
3. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you to:
 - 3.1 hold all monies from time to time standing to the credit of the Account to the order of the Lender and accordingly to pay all or any part of those monies to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender;
 - 3.2 to disclose to the Lender such information relating to us and the Account as the Lender may from time to time reasonably request, including granting the Lender access to our online account details and providing copies of all statements, in electronic or paper form; and
 - 3.3 to accept any instructions from the Lender to change the signatories on the relevant account mandates to persons specified by the Lender.
1. This notice and authorities and instructions it contains may only be revoked or amended with the prior written consent of the Lender.
2. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
3. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Lender (with a copy to us).

Yours faithfully,

.....
for and on behalf of
[COMPANY]

[To be included on copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF LENDER]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over the Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice set out above; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of the Account.

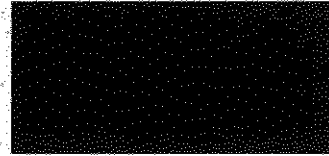
Yours faithfully,

.....
for and on behalf of
[ACCOUNT BANK]

EXECUTION PAGES TO THE CHARGE OVER DEPOSIT

Depositor

EXECUTED as a DEED by
LONDON SQUARE LIMITED
acting by
(name of director)



Director

In the presence of a witness:

Signature of witness:



Name of witness:

L Trindall

Occupation of witness:

Office Manager

Address of witness:

One York Rd
Uxbridge
Middlex UB8 3RN

Address:

Fax:

Attention:

Lender

EXECUTED as a DEED by

HSBC BANK PLC

acting by

ALAN KNIGHT

its duly authorised attorney

)
)
)
)



as attorney for HSBC Bank plc

In the presence of a witness:

Signature of witness:



Name of witness:

MATTHEW FEATHERSTONE

Occupation of witness:

BANKER

Address of witness:

8 CANADA SQUARE

E14 5HQ

Address: 8 CANADA SQUARE

Fax:

Attention: ALAN KNIGHT