



**Registration of a Charge**

Company name: **LONDON SQUARE WORKS LIMITED**

Company number: **08051976**



X8K94J4B

Received for Electronic Filing: **13/12/2019**

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**Details of Charge**

Date of creation: **09/12/2019**

Charge code: **0805 1976 0005**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT**

Brief description: **LEASEHOLD LAND KNOWN AS COMMERCIAL UNITS, PARKING SPACES AND AMENITY SPACE AT CALEDONIAN ROAD DEVELOPMENT, ISLINGTON, LONDON AS MORE ACCURATELY DEFINED WITHIN A LEASE DATED ON OR AROUND THE DATE OF THE SUPPLEMENTAL DEED TO THE SECURITY AGREEMENT MADE BETWEEN (1) LONDON SQUARE DEVELOPMENTS LIMITED (2) LONDON SQUARE WORKS LIMITED AND (3) LONDON SQUARE (CALEDONIAN ROAD) MANAGEMENT COMPANY LIMITED BEING A LEASE OF PART GRANTED OUT OF TITLE NUMBER AGL305959**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **PINSENT MASONS LLP**



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

Company number: 8051976

Charge code: 0805 1976 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th December 2019 and created by LONDON SQUARE WORKS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2019 .

Given at Companies House, Cardiff on 16th December 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

DATED 09 December 2019

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**SUPPLEMENTAL DEED TO THE SECURITY  
AGREEMENT**

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THIS DEED is made on

09 December

2019

**BETWEEN:-**

- (1) **LONDON SQUARE WORKS LIMITED** a company incorporated in England and Wales with registered number 08051976 whose registered office is at One York Road, Uxbridge, Middlesex, England, UB8 1RN (the "Chargor"); and
- (2) **NATIONAL WESTMINSTER BANK PLC** as security trustee for the Secured Parties (the "Security Agent").

**IT IS AGREED as follows:-**

**1. INTERPRETATION**

**1.1 Definitions**

Words and expressions defined or whose interpretation is provided for in the Security Agreement have the same meanings in this Deed and in addition in this Deed:-

|                              |  |
|------------------------------|--|
| "Further Mortgaged Property" | means the property referred to in Schedule 1 ( <i>Further Mortgaged Property</i> )           |
| "Parties"                    | means the parties to this Deed   |
| "Security Agreement"         | means the security agreement dated 11 October 2018 made between, amongst others, the Parties |

**1.2 Interpretation**

The principles of interpretation set out in clause 1.2 (*Construction*) of the Security Agreement apply to this Deed insofar as they are relevant to it.

**1.3 Acknowledgement**

The Chargor acknowledges that the Security Agent enters into this Deed for itself and as trustee for the Secured Parties who shall be entitled to the full benefit of this Deed.

**1.4 Effect as a deed**

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

**1.5 Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in the Further Mortgaged Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

**1.6 Third party rights**

The provisions of clause 1.3 (*Third party rights*) of the Security Agreement apply to this Deed as they apply to the Security Agreement.

**2. CREATION OF SECURITY**

**2.1 Charges**

As a continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Agent all its right, title and interest from time to time by way of first legal mortgage all Further Mortgaged Property.

**3. SECURITY AGREEMENT**

For the purposes of this Deed and the Security Agreement and with effect from the date of this Deed, the property and assets of the Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Mortgaged Property and references in the Security Agreement to the Security created by or pursuant to the Security Agreement will be deemed to include the Security created by or pursuant to this Deed.

**4. FURTHER ASSURANCE**

**4.1 Application to Land Registry**

The Chargor consents to the registration against the registered title(s) specified in Schedule 1 (*Further Mortgaged Property*) of:-

4.1.1 a restriction in the form set out in clause 4.3 (*Land Registry*); and

4.1.2 a notice as described in clause 4.2.3 (*Acquisitions*),

of the Security Agreement.

**4.2 Further assurance and delivery of documents**

Clauses 17.1 (*Further Assurance*) and 4.4 (*Deposit of title deeds*) of the Security Agreement apply to this Deed as if the references in those clauses to the Agreement were references to this Deed.

**5. EFFECT ON SECURITY AGREEMENT**

The Security Agreement shall continue in full force and effect as supplemented by this Deed.

**6. FURTHER PROVISIONS**

The provisions of clauses 21 (*Governing law*) and 22 (*Enforcement*) of the Security Agreement apply to this Deed as they apply to the Security Agreement.

**EXECUTED AND DELIVERED AS A DEED** by the Chargor and executed by the Security Agent on the date set out at the beginning of this Deed.

# SCHEDULE 1

## FURTHER MORTGAGED PROPERTY

| TENURE    | TITLE NUMBER   | PROPERTY DESCRIPTION   |
|-----------|--|--|
| Leasehold | Part of title numbers AGL305959 and AGL373741 and to be allocated a title number by the Land Registry upon registration of the Lease | Land known as Commercial Units, Parking Spaces and Amenity Space at Caledonian Road Development, Islington, London as more accurately defined within a lease dated on or around the date of this Deed made between (1) London Square Developments Limited (2) London Square Works Limited and (3) London Square (Caledonian Road) Management Company Limited (the "Lease") |



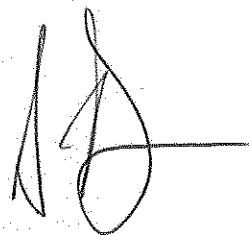
**SIGNATURES**

**CHARGOR**

**EXECUTED** as a Deed  
by **LONDON SQUARE WORKS LIMITED**

acting by:-

)  
)  
)  
)  
Director



in the presence of:-

Signature of witness:



Name of witness:

*Toby Perkin*

Address:



Occupation:

*Finance Analyst*

**SECURITY AGENT**

**SIGNED** for and on behalf of  
Security Agent

)  
)

DATED 09 December 2019

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**SIGNATURES**

**CHARGOR**

**EXECUTED** as a Deed  
by **LONDON SQUARE WORKS LIMITED**

acting by:-

)  
)  
)  
)  
)

Director

in the presence of:-

Signature of witness:

Name of witness:

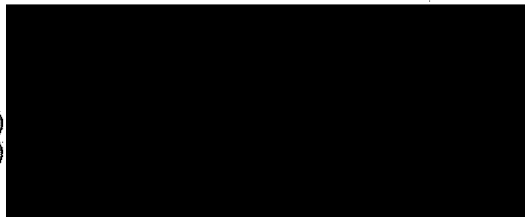
Address:

Occupation:

**SECURITY AGENT**

**SIGNED** for and on behalf of  
Security Agent

)  
)



*LEE DONNITHORPE*

*WITNESS:*



*JENNIFER PEIER*

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National Westminster Bank Plc  
Syndicated Loans Agency  
25, Bishopsgate  
London  
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