Registration of a Charge

Company name: LONDON SQUARE WORKS LIMITED

Company number: 08051976

Received for Electronic Filing: 04/03/2021



Details of Charge

Date of creation: 02/03/2021

Charge code: 0805 1976 0008

Persons entitled: NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT

Brief description: THE COMMERCIAL UNITS IN BUILDING 1 AT THE CALEDONIAN ROAD

DEVELOPMENT CALEDONIAN ROAD LONDON AS MORE PARTICULARLY DESCRIBED IN A LEASE DATED ON OR AROUND THE DATE OF THIS DEED AND MADE BETWEEN (1) PEABODY TRUST (2) LONDON SQUARE WORKS LIMITED AND (3) LONDON SQUARE (CALEDONIAN ROAD) MANAGEMENT COMPANY LIMITED BEING A NEW LEASE OF PART GRANTED OUT OF A LEASEHOLD TITLE NUMBER AGL450717 (THE "LEASE"), TO BE ALLOCATED A NEW TITLE NUMBER BY THE LAND

REGISTRY UPON REGISTRATION OF THE LEASE.

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: PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8051976

Charge code: 0805 1976 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2021 and created by LONDON SQUARE WORKS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th March 2021.

Given at Companies House, Cardiff on 5th March 2021

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





DATED 2 March 2021

SUPPLEMENTAL DEED TO THE SECURITY AGREEMENT

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SCHEDULE 1 – FURTHER MORTGAGED PROPERTY		

2 March 2021

THIS DEED is made on

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 (Further Mortgaged

Property'

"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	To be allocated a new title number by the Land Registry upon registration of the Lease.	

SIGNATURES

CHARGOR				
EXECUTED as a Deed by LONDON SQUARE WORKS LIMITED acting by:-))))) Director			
in the presence of:-	SAMANTHA TRACY THOMAS			
Signature of witness:				
Name of witness:	SAMANTHA TRACY THOMAS			
Address:	ONE YORK ROAD ONBRIDGE UBG IRN			
.Occupation:	EXEC PA.			
SECURITY AGENT				
SIGNED for and on behalf of) Security Agent)				

SIGNATURES CHARGOR EXECUTED as a Deed by LONDON SQUARE WORKS LIMITED acting by:-Director in the presence of:-

Name of witness:

Signature of witness:

Address:

Occupation:

SECURITY AGENT

SIGNED for and on behalf of Security Agent



Lee Donnithorne