



**Registration of a Charge**

Company Name: **LS BLUEWATER INVESTMENTS LIMITED**

Company Number: **08739672**



XCIC74FF

Received for filing in Electronic Format on the: **14/12/2023**

**Details of Charge**

Date of creation: **06/12/2023**

Charge code: **0873 9672 0001**

Persons entitled: **DEUTSCHE TRUSTEE COMPANY LIMITED AS OBLIGOR SECURITY TRUSTEE  
LAND SECURITIES CAPITAL MARKETS PLC AS ISSUER**

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 ELECTRONIC ORIGINAL INSTRUMENT.**

Certified by:

**PARADIS MCCALL ON BEHALF OF CMS**



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

Company number: 8739672

Charge code: 0873 9672 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th December 2023 and created by LS BLUEWATER INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2023 .

Given at Companies House, Cardiff on 19th December 2023

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**

**DATE: 6 December 2023**

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**OBLIGOR ACCESSION DEED**

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Between

**LS BLUEWATER INVESTMENTS LIMITED**

**LAND SECURITIES PLC**

**DEUTSCHE TRUSTEE COMPANY LIMITED**  
(as OBLIGOR SECURITY TRUSTEE)

**DEUTSCHE TRUSTEE COMPANY LIMITED**  
(as NOTE TRUSTEE)

and

**LAND SECURITIES CAPITAL MARKETS PLC**  
(as ISSUER)

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## **OBLIGOR ACCESSION DEED**

### **DATE**

### **PARTIES**

- (1) **LS BLUEWATER INVESTMENTS LIMITED** (the “Additional Obligor”);
- (2) **LAND SECURITIES PLC** (the “Principal Obligor”);
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED** as the “Obligor Security Trustee”;
- (4) **DEUTSCHE TRUSTEE COMPANY LIMITED** as the “Note Trustee”; and
- (5) **LAND SECURITIES CAPITAL MARKETS PLC** as “Issuer”.

### **NOW THIS OBLIGOR ACCESSION DEED WITNESSES AS FOLLOWS**

### **RECITALS**

- (A) The Additional Obligor has agreed to accede to the terms of the Common Terms Agreement dated 3 November 2004 (as amended and/or amended and restated from time to time) between, among others, the Obligor Security Trustee and Land Securities Capital Markets PLC (the “Common Terms Agreement”), the Security Trust and Intercreditor Deed, the Account Bank and Cash Management Agreement, the Servicing Agreement, the Land Securities Intra-Group Funding Deed, the Obligor Floating Charge Agreement and any other Obligor Transaction Document (other than the Tax Deed of Covenant) to which all of the Obligors are party (together, the “**Relevant Obligor Accession Documents**”).
- (B) The Issuer will, on the date hereof, advance one thousand pounds (£1,000) to the Additional Obligor by way of subordinated loan and the Obligor acknowledges receipt of the same.

### **1. INTERPRETATION**

Unless otherwise defined herein or the context otherwise requires, terms defined in Schedule 12 (*Master Definitions Schedule*) of the Common Terms Agreement shall have the same meanings when used herein and the principles of interpretation set out in Schedule 12 (*Master Definitions Schedule*) shall apply in the construction hereof.

### **2. REPRESENTATION AND WARRANTY**

The Additional Obligor hereby represents and warrants that its board of directors has concluded that the Additional Obligor's accession to the Obligor Transaction Documents pursuant to this deed and the entering into the transaction contemplated by the Obligor Transaction Documents would benefit the Additional Obligor in carrying on its business and would be in the best commercial interests of the Additional Obligor.

### **3. ACCESSION**

In consideration of the Additional Obligor being accepted and treated as an Obligor and the loan of one thousand pounds (£1,000) as aforesaid, as from the date of this deed the Additional Obligor:

- 3.1 accedes to each Relevant Obligor Accession Document as an Obligor; and
- 3.2 undertakes to perform, comply with and be bound by all of the provisions of each of the Relevant Obligor Accession Documents (as the same may have been or may be amended, varied or restated from time to time) in its capacity as an Obligor thereunder, as if it had been an original party to each such document;

3.3 hereby creates and grants:

3.3.1 to the Obligor Security Trustee, as if the Additional Obligor had been an original party to the Security Trust and Intercreditor Deed and the other Obligor Security Documents in the capacity of an Obligor, the security created by each of the Obligors and granted by such Obligors to the Obligor Security Trustee under the Obligor Security Documents (including, without limitation, security created by way of assignment and security created by way of charge (whether fixed or floating), in each case including legal and equitable assignments and charges); and

3.3.2 to the Issuer, as if the Additional Obligor had been an original party to the Obligor Floating Charge Agreement in the capacity of an Obligor, the security created by each of the Obligors and granted by such Obligors to the Issuer under the Obligor Floating Charge Agreement; and

3.4 appoints the Principal Obligor as its agent for the purposes set out in clause 19.16 of the Common Terms Agreement; and

3.5 appoints the Cash Manager as its agent in respect of the Account Bank and Cash Management Agreement.

#### **4. EXECUTION PROVISIONS**

##### **4.1 Counterparts and facsimile**

This deed may be executed (whether manually or by facsimile) in any number of counterparts, each of which is an original and all of which taken together shall constitute one and the same instrument.

##### **4.2 Party in multiple capacities**

A party who executes this deed shall be deemed to have executed this deed in each capacity in which it is expressed to act hereunder.

#### **5. THIRD PARTY TRANSACTION RIGHTS**

Rights under this deed only accrue to a person party to it; accordingly, a person who is not a party to this deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### **6. GOVERNING LAW**

Without prejudice to the governing law provisions of the Relevant Obligor Accession Documents, this deed and all matters arising from or connected with it shall be governed by English law.

#### **7. JURISDICTION**

##### **7.1 English courts**

The courts of England and Wales have exclusive jurisdiction to settle any dispute.

##### **7.2 Convenient forum**

Each party other than the Note Trustee and the Obligor Security Trustee agrees that the courts of England are the most appropriate and convenient courts to settle disputes and, accordingly, that they will not argue to the contrary.

7.3 **Jurisdiction**

Paragraph 7.1 (English courts) is for the benefit of the Note Trustee and the Obligor Security Trustee and each party hereto acknowledges that such Paragraph does not prevent either of the Note Trustee or the Obligor Security Trustee from taking any proceedings in any other courts with jurisdiction.

7.4 **Concurrent proceedings**

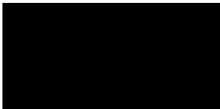
To the extent allowed by law, each of the Note Trustee and the Obligor Security Trustee may take concurrent proceedings in any number of jurisdictions.

Duly executed and delivered as a deed by each of the parties hereto or on its behalf on the date first appearing in this deed.



EXECUTED as a DEED by **LS BLUEWATER INVESTMENTS LIMITED** acting by  
Leigh McCaveny      duly authorised by  
U and I Director 1 Limited  
to sign on its behalf as Director of **LS BLUEWATER INVESTMENTS LIMITED**  
and  
Maria Smout  
duly authorised by U and I Company Secretaries  
Limited to sign on its behalf as Secretary of  
**LS BLUEWATER INVESTMENTS LIMITED**

Signature

  
9F231A7103F34C4...

On behalf of Director

Signature

  
69DE0A5B1E0C4DA...

On behalf of Secretary

EXECUTED as a DEED by **LAND SECURITIES PLC** acting by  
Martin Worthington      , as Director and  
Maria Smout      , duly authorised  
by LS Company Secretaries Limited to sign on  
its behalf as Secretary of **LAND SECURITIES PLC**

Signature

  
02FAC3FE38FD46D...

Director

Signature

  
69DE0A5B1E0C4DA...

On behalf of Secretary

Executed as a deed by **LAND SECURITIES CAPITAL MARKETS PLC** acting by:

Director

Director/Secretary

**EXECUTED** as a **DEED** by affixing **THE** )  
**COMMON SEAL** of **DEUTSCHE TRUSTEE** )  
**COMPANY LIMITED** as Obligor Security ) .....  
Trustee: ) Associate Director  
)  
)  
)  
) .....  
Associate Director

**EXECUTED** as a **DEED** by affixing **THE** )  
**COMMON SEAL** of **DEUTSCHE TRUSTEE** )  
**COMPANY LIMITED** as Note Trustee: ) .....  
) Associate Director  
)  
)  
) .....  
Associate Director