



Registration of a Charge

Company Name: **ANTHOLOGY WEMBLEY PARADE LIMITED**

Company Number: **09269929**



Received for filing in Electronic Format on the: **21/01/2022**

XAW52Z96

Details of Charge

Date of creation: **21/01/2022**

Charge code: **0926 9929 0005**

Persons entitled: **LAXFIELD LLP AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **A LEASE OF PREMISES KNOWN AS PLOTS B-7-01, B-7-03, C-7-01, AND E-10-04 AND SIX CAR PARKING SPACES AT ANTHOLOGY WEMBLEY PARADE, NORTH END ROAD, WEMBLEY HA9 0UU. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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: **WE 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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9269929

Charge code: 0926 9929 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st January 2022 and created by ANTHOLOGY WEMBLEY PARADE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st January 2022 .

Given at Companies House, Cardiff on 24th January 2022

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 this 21 January 2022

Signed

Osborne Clarke LLP

Supplemental Debenture

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

The Supplemental Debenture is made on

21 January 2022

Between:

- (1) Each person listed in Schedule 1 (the "Chargors"); and
- (2) Laxfield LLP as security trustee for the Secured Parties (as defined in the Facility Agreement as defined in the Original Debenture (defined below)) (the "Security Agent").

Background

- (A) Pursuant to the Original Debenture (as defined below), each Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Chargor has acquired interests in real property and, in accordance with clause 5 (*Further assurances and protection of priority*) of the Original Debenture (as defined below), each Chargor has agreed to enter into this Supplemental Debenture.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Supplemental Debenture witnesses as follows:

1. Definitions and interpretation

1.1. Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"Additional Property" means:

- (a) all of the freehold and/or leasehold property of a Chargor specified in the schedule (*Additional Property*);
- (b) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraph (a); and
- (c) the Related Rights arising in relation to any of the assets described in paragraphs (a) and (b).

"Original Debenture" means the supplemental debenture between (1) the Chargors and (2) the Security Agent dated 19 November 2021.

1.2. Construction

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) of the Facility Agreement applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "this Agreement" being deemed to be a reference to "this Supplemental Debenture", subject to any necessary changes.
- (b) Any references to the Security Agent or any Receiver shall include its Delegate.

1.3. Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.4. Implied covenants for title

The obligations of each Chargor under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5. Effect as a deed

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.6. Trusts

(a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 28.1 (*The Agent and the Security Agent*) of the Facility Agreement.

(b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2. Security Assets

2.1. Each Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Security Agent, with full title guarantee, by way of legal mortgage, each Additional Property.

2.2. As security for payment of the Secured Liabilities, each Chargor assigns, by way of security, with full title guarantee to the Security Agent all its right, title and interest in:

(c) all Rental Income; and

(d) any Lease Document,

in each case relating to each Additional Property, together with all Related Rights relating thereto.

2.3. In relation to each Additional Property, each Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Additional Property on the prescribed Land Registry form and in the following or substantially similar terms:

"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 supplemental debenture dated • 2022 in favour of Laxfield LLP referred to in the charges register or their conveyancer."

2.4. The Finance Parties must perform their obligations under the Facility Agreement (including any obligation to make available further advances). In relation to each Additional Property, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Additional Property of the obligation to make further advances.

3. Incorporation

The provisions of sub-clause 4.1 (*Continuing Security*) to clause 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "this Deed" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

4. Continuation

- 4.1. Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2. Each Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 4.3. References in the Original Debenture to "this Deed" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.4. This Supplemental Debenture is designated as a Finance Document.

5. Governing law

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

6. Jurisdiction

- 6.1. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
- 6.2. The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 6.3. This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In witness this Supplemental Debenture is executed on the date appearing at the head of page 1.

Schedule 1
The Chargors

| Name of Chargor | Jurisdiction of incorporation/formation (if applicable) | Registration number (if any) |
|------------------------------------|---|------------------------------|
| Anthology Deptford Foundry Limited | England and Wales | 09021410 |
| Anthology Wembley Parade Limited | England and Wales | 09269929 |

Schedule 2

Additional Property

| Chargor | Address or description | Title No: |
|------------------------------------|--|---|
| Anthology Deptford Foundry Limited | A lease of premises known as Fifty one apartments and nine car parking spaces at Blocks A (Cobalt Tower), B1 (Fusion Apartments), B2 (Molten Court), B3 (Alloy House), B4 (Casting House), E (Quartz Apartments) and F (Fettle Court), Anthology Deptford Foundry dated on or around the date hereof and made between (1) Adriatic Land 12 Limited, (2) Anthology Deptford Foundry Limited and (3) Anthology Deptford Foundry Residents Management Company Limited | A new leasehold title to be allocated out of freehold title no. TGL302496 |
| Anthology Wembley Parade Limited | A lease of premises known as Plots B-7-01, B-7-03, C-7-01, and E-10-04 and six car parking spaces at Anthology Wembley Parade, North End Road, Wembley HA9 0UU dated on or around the date hereof and made between (1) Adriatic Land 12 Limited, (2) Anthology Wembley Parade Limited and (3) Anthology (Wembley Parade) Residents Management Company Limited | A new leasehold title to be allocated out of freehold title no. NGL777927 |

Signatories to this Supplemental Debenture

Chargors

Executed as a deed by)
Anthology Deptford Foundry Limited)
acting by Stephen Bangs)
a director)
in the presence of:

Signature of director

Signature of witness

Name of witness

BELINDA ELIZABETH MAYSINNOTT

Address of witness

Occupation of witness

Solicitor

Executed as a deed by)
Anthology Wembley Parade Limited)
acting by Stephen Bangs)
a director)
in the presence of:

Signature of director

Signature of witness

Name of witness

BELINDA ELIZABETH MAYSINNOTT

Address of witness

Occupation of witness

Solicitor

Security Agent

Signed by)
authorised signatory)
for and on behalf of)
Laxfield LLP)