



**Registration of a Charge**

Company name: **ANTHOLOGY STRATFORD MILL LIMITED**

Company number: **10246508**



XA29SIWX

Received for Electronic Filing: **12/04/2021**

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**Details of Charge**

Date of creation: **31/03/2021**

Charge code: **1024 6508 0003**

Persons entitled: **GLA LAND AND PROPERTY LIMITED**

Brief description: **THE LEASEHOLD PREMISES COMPRISING THE RESIDENTIAL PARTS (FLATS 1-47, CORN HOUSE, 10 MARSHGATE LANE, LONDON E15 2EU AND FLATS 1-28, MALT HOUSE, 1 BARLEY LANE, LONDON E15 2SR) AT BASEMENT LEVEL AND LEVELS 00-12, AS MORE FULLY DESCRIBED IN AND DEMISED UNDER A LEASE DATED 31 MARCH 2021 BETWEEN WORKSPACE 14 LIMITED AS LANDLORD AND THE COMPANY AS TENANT (THE "HEADLEASE") AND AS SHOWN EDGED RED ON THE PLAN ANNEXED TO THE HEADLEASE AND GRANTED OUT OF PART OF THE REGISTERED FREEHOLD TITLE NUMBER NGL109691. FOR FURTHER DETAILS PLEASE REFER TO THE INSTRUMENT.**

**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: **BRYAN CAVE LEIGHTON PAISNER LLP**



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

Company number: 10246508

Charge code: 1024 6508 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2021 and created by ANTHOLOGY STRATFORD MILL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2021 .

Given at Companies House, Cardiff on 13th April 2021

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 31 March 2021

**ANTHOLOGY STRATFORD MILL LIMITED**

as Chargor

**GLA LAND AND PROPERTY LIMITED**

as Lender

**SUPPLEMENTAL SECURITY AGREEMENT**

Supplemental to a debenture dated 5 March 2021 and a debenture dated 22 July 2019

WE HEREBY CERTIFY THAT, SAVE FOR  
MATERIAL REDACTED PURSUANT TO  
S.859G OF THE COMPANIES ACT 2006,  
THIS COPY INSTRUMENT IS A CORRECT  
COPY OF THE ORIGINAL INSTRUMENT.

CMS Cameron McKenna Nabarro Olswang LLP

12<sup>th</sup> April 2021

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DATED 31<sup>st</sup> March 2021

## PARTIES

- (1) **ANTHOLOGY STRATFORD MILL LIMITED** a company incorporated in England and Wales with company no 10246508 whose registered office is at Unit 3 Royal Court Church Green Close, Kings Worthy, Winchester, England, SO23 7TW (the "**Chargor**")
- (2) **GLA LAND AND PROPERTY LIMITED** (company no 07911046) of 5 Endeavour Square, London, United Kingdom, E20 1JN (the "**Lender**" or "**GLALP**").

## BACKGROUND

- (A) This Deed is supplemental to a debenture dated 5 March 2021 (the "**Debenture**") and a debenture dated 22 July 2019 (the "**Existing Debenture**") between the Chargor and the Lender (noting for the purposes of the Existing Debenture that the Chargor was formerly named Anthology Development 6 Limited).
- (B) The Chargor is obliged by the Development Facility Agreement (as defined in the Debenture) to mortgage, charge or assign (as appropriate) the Additional Property to the Lender in the terms set out below.

## OPERATIVE PROVISIONS

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Deed:

"**Additional Property**" means the property details of which are set out in the Schedule 1.

#### 1.2 Construction

1.2.1 Save as set out in Clause 1.1 of this Deed, the terms of Clause 1 (*Definitions and Interpretation*) of the Debenture shall apply to this Deed with all necessary modifications and as if they were set out here in full.

1.2.2 In the event of any inconsistency, ambiguity or discrepancy between the definitions set out in, and the provisions of, the Debenture and the definitions set out in, and the provisions of, this Deed, then the definitions set out in, and the provisions of, the Debenture shall prevail.

### 2 SECURITY

#### 2.1 General

All the security created under this Deed is created in favour of the Lender as continuing security for the payment and discharge of the Secured Liabilities with full title guarantee.

#### 2.2 Mortgage

The Chargor charges the Additional Property by way of legal mortgage.

### 3 CHARGOR'S COVENANTS

- 3.1 The Chargor covenants with the Lender to perform and observe all its covenants and obligations expressed in or implied by the terms of the Debenture and the Existing Debenture as if they were set out here in full (with all necessary modifications) and shall apply to the Additional Property as appropriate including as appropriate including Clause 7 (*Negative Pledge and Disposal Restrictions*) of the Debenture and the Existing Debenture.
- 3.2 The Chargor covenants with the Lender to serve a written notice to the landlord of the Headlease (as such term is defined in the Development Facility Agreement)) (the "**Landlord**") within 10 Business Days of entering into this Agreement to notify the Landlord of the Lender's interest in the Additional Property pursuant to this Deed.

### 4 INCORPORATION

All the terms, powers and provisions contained in the Debenture and the Existing Debenture (including the exclusion of section 93 of the Law of Property Act 1925 restricting the right of consolidation) are deemed incorporated here as if set out in full (with all necessary modifications) and shall apply to the Additional Property as appropriate.

### 5 RESTRICTION

- 5.1 The Chargor authorises the Lender to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estates:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [✓] 2021 in favour of GLA Land and Property Limited (as Lender) referred to in the Charges Register or their conveyancer or an individual identified as an authorised signatory of the Lender."*

- 5.2 The Chargor authorises the Lender to apply to the Land Registry to enter any obligation to make further advances on the charges register of the relevant registered land forming part of the Additional Property.

**6 CONTINUATION**

- 6.1 Except insofar as supplemented by this Deed, the Debenture and the Existing Debenture will remain in full force and effect.
- 6.2 References in the Debenture and the Existing Debenture to this Deed and expressions of similar import are deemed to be references to the Debenture and the Existing Debenture (as applicable) as amended by this Deed and to this Deed.
- 6.3 This Deed is designated a Finance Document.

**7 ENFORCEMENT**

The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Law of Property Act 1925 immediately upon the date of this Deed.

**8 ATTORNEY**

- 8.1 The Chargor by way of security irrevocably appoints the Lender and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Lender and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of the Additional Property and/or for the purpose of enforcing the performance of the Chargor's obligations in connection with this Deed.
- 8.2 The Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

**9 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989**

The terms of any other agreement, document or side letter between the parties to this Deed are incorporated to the extent required for the purported disposition of the Additional Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

**10 RIGHTS OF THIRD PARTIES**

- 10.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 10.2 The Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

**11 GOVERNING LAW AND JURISDICTION**

**11.1 Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and be construed in accordance with, the laws of England.



11.2 **Exclusive jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising in connection with this Deed (a "**Dispute**"). The parties agree that these courts are the most appropriate and convenient courts to settle any Dispute that arises under or in connection with this Deed and accordingly neither party will argue to the contrary.

11.3 **Benefit of GLALP**

This Clause 11 (*Chargor's covenants*)

***The Chargor covenants with the Lender to perform and observe all its covenants and obligations expressed in or implied by the terms of the Debenture and the Existing Debenture as if they were set out here in full (with all necessary modifications) and shall apply to the Additional Property as appropriate including as appropriate including Clause 7 (Negative Pledge and Disposal Restrictions) of the Debenture and the Existing Debenture.***

- 11.4 The Chargor covenants with the Lender to serve a written notice to the landlord of the Headlease (as such term is defined in the Development Facility Agreement)) (the "**Landlord**") within 10 Business Days of entering into this Agreement to notify the Landlord of the Lender's interest in the Additional Property pursuant to this Deed.

12 **INCORPORATION**

All the terms, powers and provisions contained in the Debenture and the Existing Debenture (including the exclusion of section 93 of the Law of Property Act 1925 restricting the right of consolidation) are deemed incorporated here as if set out in full (with all necessary modifications) and shall apply to the Additional Property as appropriate.

13 **RESTRICTION**

- 13.1 The Chargor authorises the Lender to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estates:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] 2021 in favour of GLA Land and Property Limited (as Lender) referred to in the Charges Register or their conveyancer or an individual identified as an authorised signatory of the Lender."*

- 13.2 The Chargor authorises the Lender to apply to the Land Registry to enter any obligation to make further advances on the charges register of the relevant registered land forming part of the Additional Property.

14        **CONTINUATION**

- 14.1       Except insofar as supplemented by this Deed, the Debenture and the Existing Debenture will remain in full force and effect.
- 14.2       References in the Debenture and the Existing Debenture to this Deed and expressions of similar import are deemed to be references to the Debenture and the Existing Debenture (as applicable) as amended by this Deed and to this Deed.
- 14.3       This Deed is designated a Finance Document.

15        **ENFORCEMENT**

The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Law of Property Act 1925 immediately upon the date of this Deed.

16        **ATTORNEY**

- 16.1       The Chargor by way of security irrevocably appoints the Lender and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Lender and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of the Additional Property and/or for the purpose of enforcing the performance of the Chargor's obligations in connection with this Deed.
- 16.2       The Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

17        **LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989**

The terms of any other agreement, document or side letter between the parties to this Deed are incorporated to the extent required for the purported disposition of the Additional Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

18        **RIGHTS OF THIRD PARTIES**

- 18.1       Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.2       The Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

Governing law and jurisdiction ) is for the benefit of GLALP only. As a result GLALP will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, GLALP may take concurrent proceedings in any number of jurisdictions.

**This Deed has been executed as a deed by the parties and is delivered and takes effect on the date stated at the beginning of this Deed.**

**Schedule 1**  
**Additional Property**

The leasehold premises comprising the residential parts (Flats 1-47, Corn House, 10 Marshgate Lane, London E15 2EU and Flats 1-28, Malt House, 1 Barley Lane, London E15 2SR) at basement level and levels 00-12, as more fully described in and demised under a lease dated 31<sup>st</sup> March 2021 between the Landlord and the Chargor (the "Headlease") and as shown edged red on the plan annexed to Headlease, and granted out of part of the registered freehold title number NGL109691

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EXECUTION PAGE

Executed as a deed by **ANTHOLOGY** )  
**STRATFORD MILL LIMITED** acting by )  
\_\_\_\_\_ in the presence )  
of:

Director

Name of witness: **JONATHAN GADDARD**

Signature of witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**COMPANY DIRECTOR**

Executed as a deed by **GLA LAND AND** )  
**PROPERTY LIMITED** acting by )  
\_\_\_\_\_ in the presence of: )

Director

Name of witness:

Signature of witness:

Address:

Occupation:

EXECUTION PAGE

Executed as a deed by **ANTHOLOGY** )  
**STRATFORD MILL LIMITED** acting by )  
\_\_\_\_\_ in the presence )  
of:

Director

Name of witness:

Signature of witness:

Address:

Occupation:

Executed as a deed by **GLA LAND AND** )  
**PROPERTY LIMITED** acting by )  
S. Powell in the presence of: )

Director

Name of witness: JOY POWER

Signature of witness: [REDACTED]

Address: [REDACTED]

Occupation: MARKETING DIRECTOR