



Registration of a Charge

Company name: **VAUXHALL SQUARE (NOMINEE 1) LIMITED**

Company number: **10607349**



X7Y5VAHX

Received for Electronic Filing: **29/01/2019**

Details of Charge

Date of creation: **23/01/2019**

Charge code: **1060 7349 0002**

Persons entitled: **CHINA CITIC BANK INTERNATIONAL LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 62 BONDWAY, LONDON SW8 1SF AS REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER 360038 AND THE FREEHOLD PROPERTY KNOWN AS LAND ON THE SOUTH SIDE OF PARRY STREET, LONDON AS REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER LN174650. FOR FURTHER DETAILS PLEASE SEE THE INSTRUMENT.**

Contains fixed charge(s).

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:

SEBASTIEN MARCELIN-RICE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10607349

Charge code: 1060 7349 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd January 2019 and created by VAUXHALL SQUARE (NOMINEE 1) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th January 2019 .

Given at Companies House, Cardiff on 30th January 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

**SUPPLEMENTAL LEGAL MORTGAGE
RE 62 BONDWAY, LONDON SW8 1SF
SUPPLEMENTAL TO A DEBENTURE DATED 24 OCTOBER 2017**

dated

23 January 2019

by

VAUXHALL SQUARE (NOMINEE 1) LIMITED

as Chargor

and

CHINA CITIC BANK INTERNATIONAL LIMITED

as Chargee

This Supplemental Legal Mortgage is dated 23 January 2019

Between

- (1) **VAUXHALL SQUARE (NOMINEE 1) LIMITED**, a company duly incorporated under the laws of England and Wales with company number 10607349 and with its registered office at Sky Gardens Nine Elms, 3rd & 5th Floor, 153 Wandsworth Road, London SW8 2GB (the "Chargor"); and
- (2) **CHINA CITIC BANK INTERNATIONAL LIMITED** (the "Chargee").

RECITALS

- A This Supplemental Legal Mortgage is supplemental to the Debenture and is a Finance Document.
- B The Chargor enters into this Supplemental Legal Mortgage pursuant to clause 20.14 (c) of the Facility Agreement.

1. Interpretation

1.1 Definitions

In this Supplemental Legal Mortgage:

"**Charged Property**" means the Chargor's real property the details of which are specified in the Schedule (*Details of Charged Property*), including all Fixtures from time to time on that real property.

"**Debenture**" means the debenture dated 24 October 2017 and made between the Chargor and the Chargee.

"**Fixtures**" means fixtures, fittings and fixed plant, machinery and apparatus.

1.2 Defined Terms

In this Supplemental Legal Mortgage, words and expressions used have the same meaning as in the Debenture and, unless the contrary intention appears, the provisions of clauses 1.1 to 1.6 (*Definitions and Interpretations*) of the Debenture will apply with all necessary modifications as if they were set out in full in this Supplemental Legal Mortgage.

2. Legal Mortgage

The Chargor with full title guarantee and as security for the payment of all Secured Liabilities charges the Charged Property in favour of the Chargee by way of first legal mortgage.

3. Implied covenants for title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Legal Mortgage*).
- (b) It shall be implied in respect of Clause 2 (*Legal Mortgage*) that the Chargor is disposing of the Charged Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4. Registration

The Chargor:

- (a) shall apply to the Land Registry for first registration of the Charged Property (if it is not already registered), and registration of the Chargor as its proprietor;
- (b) shall apply to the Land Registry to register, the charge by way of legal mortgage created by Clause 2 (*Legal Mortgage*); and
- (c) shall submit to the Land Registry in relation to the Charged Property a duly completed Form RX1 requesting that a restriction in the form specified below be entered on the register of the title to the Charged Property in respect of the legal mortgage created by Clause 2 (*Legal Mortgage*);

"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 entry into this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of China CITIC Bank International Limited referred to in the charges register "; and

- (d) shall authorise the Chargee to make an application to the Land Registry to enter the obligation to make further advances on the charges register in respect of the Charged Property;
- (e) shall pay all applicable registration fees to the Land Registry; and
- (f) shall, on completion of the registration of security under this Clause, supply to the Chargee a copy of the relevant title information document issued by the Land Registry.

5. General

- 5.1 Except as supplemented by this Supplemental Legal Mortgage, all terms and conditions of the Debenture will remain in full force and effect and references in the Debenture to "this Debenture" or terms of similar import shall be references to the Debenture as supplemented by the terms of this Supplemental Legal Mortgage.
- 5.2 This Supplemental Legal Mortgage shall take effect and be delivered as a deed on the date on which it is stated to be made notwithstanding the fact that a party may only execute it under hand.
- 5.3 This Supplemental Legal Mortgage is designated a Finance Document under the Facility Agreement.
- 5.4 This Supplemental Legal Mortgage may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Legal Mortgage.

6. Governing law

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

7. Jurisdiction

The provisions of Clause 35 of the Debenture (*Jurisdiction*) shall apply to this Supplemental Legal Mortgage and any non-contractual obligations arising out of or in connection with it as though they were set out in full in this Deed.

In Witness Whereof this Supplemental Legal Mortgage has been executed as a deed by the Chargor and has been signed on behalf of the Chargee.

SCHEDULE

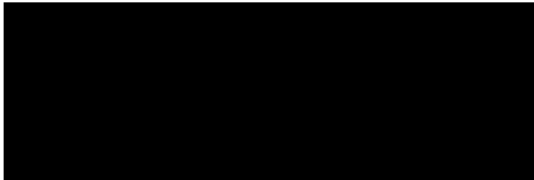
Details of Charged Property

1. The freehold property known as 62 Bondway, London SW8 1SF as registered at the Land Registry with title number 360038; and
2. The freehold property known as Land on the South Side of Parry Street, London as registered at the Land Registry with title number LN174650.

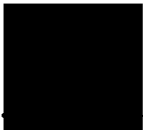
EXECUTED as a deed and delivered on the date appearing at the beginning of this Supplemental Legal Mortgage.

THE CHARGOR

Executed as a deed by **VAUXHALL SQUARE (NOMINEE 1) LIMITED** acting by a director in the presence of a witness:



Director



Witness

.....
Wong Fung Man

Witness Name

.....
Room 1103, Yue Kin Building, 160-174 Lockhart Road, Wanchai, HK

Witness Address

.....
Assistant Company Secretary

Witness Occupation

THE CHARGE

Executed as a deed by **CHINA CITIC BANK INTERNATIONAL LIMITED**, a company incorporated in Hong Kong, acting by persons who, in accordance with the laws of that territory, is/are acting under the authority of the company:

Signature in the name of the company

CHINA CITIC BANK INTERNATIONAL LIMITED

.....
Authorised Signatory

LAM YI KITTY

.....
Authorised Signatory Name

.....
Authorised Signatory

Jeff Yau

Deputy General Manager &

Deputy Head of Corporate Banking III.

Authorised Signatory Name