



**Registration of a Charge**

Company Name: **SIGMA PRS INVESTMENTS (BEAM PARK V&W) LIMITED**

Company Number: **12206506**



Received for filing in Electronic Format on the: **10/02/2022**

XAXK27KI

**Details of Charge**

Date of creation: **04/02/2022**

Charge code: **1220 6506 0004**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS BLOCK V AND BLOCK W AT PHASE 1, BEAM PARK, DAGENHAM WITH TITLE NUMBERS BGL152711 AND BGL152713**

**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 ORIGINAL INSTRUMENT.**

Certified by:

**ADDLESHAW GODDARD LLP**



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

Company number: 12206506

Charge code: 1220 6506 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2022 and created by SIGMA PRS INVESTMENTS (BEAM PARK V&W) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th February 2022 .

Given at Companies House, Cardiff on 11th February 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** 4 February **2022**

**SIGMA PRS INVESTMENTS (FRESH WHARF) LIMITED and SIGMA PRS  
INVESTMENTS (BEAM PARK V&W) LIMITED**

**as Chargors**

**NATIONAL WESTMINSTER BANK PLC  
as Security Agent**

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**SUPPLEMENTAL SECURITY  
AGREEMENT**

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4 February

This Deed is made on 2022

**Between**

- (1) **Sigma PRS Investments (Fresh Wharf) Limited** (registered in England with number 12178935) and **Sigma PRS Investments (Beam Park V&W) Limited** registered in England with number 12206506) (**Acceding Chargors**) and
- (2) **London BTR Investments (NW II) Holdings 2 Limited** (registered in England with number 13800000) (**Company**) and
- (3) **National Westminster Bank plc** as security trustee for the Secured Parties (**Security Agent**, which term shall include any person appointed as security agent or as an additional security agent in accordance with the terms of the Facility Agreement)

**Whereas**

- (A) This Deed is supplemental to a security agreement dated 4 February 2022 between, inter alia, the Company and the Security Agent (**Security Agreement**).
- (B) The Acceding Chargors have also entered into an Accession Deed to the Facility Agreement on or about the date of this Supplemental Security Agreement and by doing so appoints the Company as its agent on the terms set out in the Accession Deed.

**It is agreed****1 Definitions and interpretation****1.1 Definitions**

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Security Agreement have the same meaning when used in this Deed.
- (b) In this Deed:
  - (i) **Charged Agreement** means:
    - a) the Fresh Wharf Japanese Knotweed Reliance Letter; and
    - b) each other contract or agreement designated as a Charged Agreement by the Security Agent and, solely provided that no Event of Default is continuing, an Acceding Chargor in writing;
  - (ii) **Secured Shares** means all shares present and future held by each of the Acceding Chargors or the Persons listed in Schedule 2 (Secured Shares) to this Deed

**1.2 Interpretation**

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms), 1.6 (Property), 1.7 (Present and future assets), 1.1 (Fixed security) and 1.9 (No obligations) of the Security Agreement are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to this **Deed** shall be construed as references to this Supplemental Security Agreement.

## **2 Accession of Acceding Chargors**

### **2.1 Accession**

Each Acceding Chargor agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party to it.

### **2.2 Covenant to pay**

Each Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Finance Documents.

### **2.3 Charging provisions**

All Security created by the Acceding Chargors under this Deed is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee; and
- (c) granted in favour of the Security Agent as security trustee for the Secured Parties and the Security Agent shall hold the benefit of this deed and the Security created by or pursuant to it on trust for the Secured Parties.

### **2.4 First legal mortgages**

Each Acceding Chargor charges by way of first legal mortgage the Properties described in to Schedule 1 (Properties) to this Deed.

### **2.5 Assignments**

- (a) Each Acceding Chargor assigns absolutely, subject to a proviso for re-assignment on redemption all of its rights, title and interest from time to time under or in respect of:
  - (i) all Rental Income, any proceeds of sale of its Secured Property and all other sums, payable under any Lease Document (including under any guarantee relating to any Lease Document);
  - (ii) the agreements described in Schedule 3 (Relevant Agreements) to this Deed;
  - (iii) its insurance policies described in Schedule 4 (Relevant Policies) to this Deed; and
  - (iv) each account described in Schedule 5 (Blocked Accounts) to this Deed and any amount standing to the credit of a Blocked Account and the debt represented by each Blocked Account,together with, in each case, all other Related Rights thereto.
- (b) The Acceding Chargors shall remain liable to perform all its obligations under each Lease Document, each Relevant Agreement, and each Relevant Policy.

- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of an Event of Default which is continuing, the Acceding Chargors may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

## 2.6 First fixed charges

Each Acceding Chargor charges by way of first fixed charge all of its rights, title and interest from time to time in and to:

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4);
- (b) all licences to enter or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, fittings, equipment and tools and any removals or replacement of them, (excluding any for the time being forming part of each Acceding Chargor's stock in trade or work in progress) (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) each Charged Agreement;
- (f) the Secured Shares;
- (g) the Investments;
- (h) all of its book and other debts and monetary claims and their proceeds (both collected and uncollected) (together **Debts**);
- (i) (other than to the extent effectively assigned under clause 2.5) each Blocked Account, all monies from time to time standing to the credit of each Blocked Account and the debt represented by each Blocked Account;
- (j) each Unblocked Account, all monies from time to time standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account;
- (k) all its Intellectual Property;
- (l) all its goodwill and uncalled capital;
- (m) (other than to the extent effectively assigned under clause 2.5) the Relevant Policies;
- (n) (other than to the extent effectively assigned under clause 2.5) the Hedging Agreements;
- (o) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and

- (p) to the extent that any other assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause,

together with, in each case, all other Related Rights thereto.

## **2.7 Floating charge**

- (a) Each Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future.
- (b) The floating charge created by clause 2.7(a) shall be deferred in point of priority to all fixed Security validly and effectively created by the relevant Acceding Chargor under the Finance Documents in favour of the Security Agent (as trustee for the Secured Parties) as security for the Secured Liabilities.

## **2.8 Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

## **3 Notice of assignment**

- 3.1 The Company hereby notifies each Acceding Chargor (and each Acceding Chargor acknowledges) that, pursuant to the Security Agreement, the Company has created certain Security in favour of the Security Agent over, inter alia, its Secured Property and including, without limitation, an assignment by the Company of all its rights, title and interests in and to the Lease.
- 3.2 Each Acceding Chargor hereby acknowledges receipt of the notice of assignment in clause 3.1 and confirms that:
  - (a) without prior notice or reference to, or further authority from the Company and without enquiring as to the justification or the validity of those instructions, it will comply only with any instructions from time to time received by it from the Security Agent relating to the Lease;
  - (b) it will not agree to any amendment, waiver or release of any provision of the Lease or any right, title and interest in and to the Lease without the prior written consent of the Security Agent;
  - (c) as at the date of this Deed, it has not received any notice of assignment or charge of the Company's interest in the Lease in favour of any other person;
  - (d) as the date of this Deed it is not aware of any breach by the Company of the terms of the Lease; and
  - (e) it does not have and has not claimed or exercised any right or claim against the Company or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Lease.

## **4 Consent of existing charging companies**

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Security Agreement.



## 5 Security power of attorney

Following the occurrence of an Event of Default, each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney with the full power and authority (in its name and otherwise on its behalf) to:

- (a) execute, deliver and perfect all deeds, instruments and other documents; and
- (b) to do or cause to be done all acts and things,

in each case:

- (i) which may be required or which each Acceding Chargor ought or has agreed to execute or do under this Deed and which it has failed to do within 3 Business Days following a request from the Security Agent to undertake such execution or action; or
- (ii) which any attorney may in its absolute discretion deem necessary or appropriate for carrying out any obligation of each Acceding Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Acceding Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

## 6 Notices

Each Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) the Debenture are as follows:

Address: Floor 3,  
1 St Ann Street  
Manchester  
England  
M2 7LR

Fax: N/A

Attention: Mike Scott / Nisha Raghavan

Email: [MScott@sigmacapital.co.uk](mailto:MScott@sigmacapital.co.uk) / [nisha.raghavan@eqtpartners.com](mailto:nisha.raghavan@eqtpartners.com)

## 7 Counterparts

This Deed or any Finance Document entered into under or in connection with this Deed 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 Deed or any Finance Document.

## 8 Governing law and jurisdiction

Clause 30 (Governing law) of the Security Agreement shall be incorporated in this Deed as if set out here in full but so that references to the Security Agreement shall be construed as references to this Deed.

EXECUTION VERSION

**This Deed** has been signed on behalf of the Security Agent and executed as a deed by each Acceding Chargor and is delivered on the date given at the beginning of this Deed. It is intended by the parties to this Deed that this Deed will take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

**Schedule 1****Properties****Registered Land**

<b>Company</b>	<b>Country and District (or Address or Description and (if applicable) London Borough)</b>	<b>Title number</b>
Sigma PRS Investments (Fresh Wharf) Limited	The leasehold property known as Units 1-77, Core A1, Block A, Fresh Wharf, Highbridge Road, Barking IG11 7BG at level 1 to 11	TGL535307 and TGL551878
Sigma PRS Investments (Beam Park V&W) Limited	The leasehold property known as Block V and Block W at Phase 1, Beam Park, Dagenham	BGL152711 and BGL152713

**Unregistered Land**

**Schedule 2**

**Secured Shares**

**Schedule 3**

**Relevant Agreements**

**Schedule 3**

**Relevant Policies**

Schedule 5

Blocked Accounts

Account bank	Sort Code	Account number	Defined term given to this account in the Facility Agreement

Schedule 6

Unblocked Accounts

Account bank	Sort Code	Account number	Defined term given to this account in the Facility Agreement

SIGNATURES TO THE SUPPLEMENTAL SECURITY AGREEMENT

The Acceding Chargors

Executed as a deed by )  
**Sigma PRS Investments (Fresh Wharf)**  
**Limited** )  
acting by two directors or by a director and its )  
secretary )

DocuSigned by:  
[Redacted Signature]  
28F7A62573AE427...  
Director  
DocuSigned by:  
[Redacted Signature]  
869DBD4B43CD49F...

Executed as a deed by )  
**Sigma PRS Investments (Beam Park V&W)**  
**Limited** )  
acting by two directors or by a director and its )  
secretary )

Director/Secretary  
DocuSigned by:  
[Redacted Signature]  
28F7A62573AE427...  
Director  
DocuSigned by:  
[Redacted Signature]  
869DBD4B43CD49F...

Director/Secretary

The Company

Executed as a deed by )  
**London BTR Investments (NW II) Holdings 2**  
**Limited** acting by two directors or by a director )  
and its secretary )  
 )  
 )  
 )

DocuSigned by:  
[Redacted Signature]  
26F7A62573AE427...  
Director  
DocuSigned by:  
[Redacted Signature]  
869DBD4B43CD49F...  
Director/Secretary

The Security Agent

National Westminster Bank plc

By:  
DocuSigned by:  
[Redacted Signature]  
D9C1B8B17862495...