



Registration of a Charge

Company name: **VERTUS 8 WATER STREET LIMITED**

Company number: **12229319**

Received for Electronic Filing: **03/11/2020**



X9H2DWUX

Details of Charge

Date of creation: **30/10/2020**

Charge code: **1222 9319 0002**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description: **LEASE DATED 30 OCTOBER 2020 KNOWN AS 8 WATER STREET (FORMERLY KNOWN AS PLOT A2), WOOD WHARF, CANARY WHARF, LONDON E14 AS DEMISED BY A LEASE DATED 30 OCTOBER 2020 MADE BETWEEN VERTUS A2 LIMITED (1) AND VERTUS 8 WATER STREET LIMITED (2).**

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: **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:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12229319

Charge code: 1222 9319 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th October 2020 and created by VERTUS 8 WATER STREET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd November 2020 .

Given at Companies House, Cardiff on 4th November 2020

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 SECURITY AGREEMENT

30 October 2020

BETWEEN

VERTUS 8 WATER STREET LIMITED
as Chargor

and

LLOYDS BANK PLC
as Security Agent

relating to
a lease of the A2 Site

Subject to the terms of an Intercreditor Agreement dated 23 March 2015 (as amended and/or restated (from time to time)) between, inter alia, Lloyds Bank plc as Security Agent and others

CONTENTS

Clause	Page
1. Interpretation.....	3
2. Creation of Security	4
3. Incorporation.....	5
4. H.M. Land Registry	5
5. Continuation	5
6. Governing law.....	5

Schedule

1. Real Property	6
Signatories	1

THIS DEED is dated 30 October 2020 and is made

BETWEEN:

- (1) **VERTUS 8 WATER STREET LIMITED**, an English limited liability company with registered number 12229319 whose registered office is at One Canada Square, Canary Wharf, London E14 5AB, acting by its general partner, (the **Chargor**); and
- (2) **LLOYDS BANK PLC** as agent and trustee for the Finance Parties (the **Security Agent**).

BACKGROUND:

- (A) The Chargor acceded to a Security Agreement dated 7 July 2015 (the **Original Security Agreement**) between, amongst others, the Chargor and the Security Agent by way of an accession deed dated ^{4 February} 2020 (the **Security Agreement Accession Deed**). Pursuant to the Security Agreement Accession Deed and the Original Security Agreement, the Chargor has charged by way of first legal mortgage, first mortgage, first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Debt Documents (as amended or supplemented).
- (B) With the consent of the Security Agent, the Chargor has entered into a lease in respect of the A2 Site, and, accordingly, the Chargor has agreed to enter into this Deed.
- (C) This Deed is supplemental to the Original Security Agreement.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Construction

- (a) Capitalised terms defined in the Original Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clauses 1.2 (Construction) and 1.3 (Third party rights) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Intercreditor Agreement will be construed as references to this Deed.
- (c) Any reference in this Deed to:
 - (i) a **Debt Document** or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Debt Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility;
 - (ii) **this Security** means any security created by this Deed; and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset;

- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Debt Documents and of any side letters between any Parties in relation to any Debt Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent (acting reasonably) considers that an amount paid to a Finance Party under a Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- (h) This Deed is entered into subject to the terms of the Intercreditor Agreement. Notwithstanding anything to the contrary in this Deed, to the extent that any provision of this Deed conflicts with any of the terms of the Intercreditor Agreement, the parties agree that the terms of the Intercreditor Agreement shall prevail.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is continuing security for the payment and satisfaction of all the Secured Liabilities;
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (v) is subject to the promise of redemption (and, if applicable, reassignment) as set out in Clause 24 (Release) of the Original Security Agreement.
- (b) The Security Agent holds the benefit of this Deed and the Security created by or pursuant to it on trust for the Finance Parties.

2.2 Land

- (a) The Chargor charges by way of a first legal mortgage the property specified in the Schedule under the heading **Real Property**.
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all Related Rights;
 - (ii) all buildings, fixtures, fittings and fixed plant and machinery on that property; and

- (iii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Confirmation

The Chargor confirms that, as security for the payment of the Secured Liabilities:

- (a) it has charged in favour of the Security Agent by way of first fixed charge the assets relating to the property specified in the Schedule and referred to in clauses 2.3 (Securities) to 2.6 (Book debts etc.) (inclusive) and clause 2.11 (Miscellaneous) of the Original Security Agreement; and
- (b) it has assigned to the Security Agent by way of security the assets relating to the property specified in the Schedule and referred to in clauses 2.7 (Insurances) to 2.10 (Other contracts) (inclusive) of the Original Security Agreement.

3. INCORPORATION

The provisions of clause 3 (Representations and warranties) to 24 (Release) (inclusive) (other than clause 5.4 (H.M. Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

4. H.M. LAND REGISTRY

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"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 charge dated [] in favour of Lloyds Bank plc referred to in the charges register or their conveyancer. (Standard Form P)".

5. CONTINUATION

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed.
- (c) This Deed is designated a Residential Construction Finance Document and a HCA Finance Document.

6. GOVERNING LAW

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

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE

REAL PROPERTY

The leasehold land and building known as 8 Water Street (formerly known as plot A2), Wood Wharf, Canary Wharf, London E14 as demised by a lease dated the same date as this Deed and made between Vertus A2 Limited (1) and Vertus 8 Water Street Limited (2).

SIGNATORIES

Chargor

EXECUTED as a DEED
by **VERTUS 8 WATER STREET LIMITED**



)
)
)

Signature of Director

R J J LYONS

Name of Director

and



Signature of ~~Director~~ / Secretary

JRGARDDP

Name of ~~Director~~ / Secretary

Security Agent

LLOYDS BANK PLC

By:

