



Registration of a Charge

Company Name: **CENTENARY COURT LIMITED**

Company Number: **08667204**



Received for filing in Electronic Format on the: **28/11/2023**

XCH9U186

Details of Charge

Date of creation: **24/11/2023**

Charge code: **0866 7204 0002**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY AGENT)**

Brief description: **AQUEOUS 2, ASTON CROSS BUSINESS PARK, 50 ROCKY LANE, ASTON (B6 5RQ) WITH TITLE NUMBER WM597587**

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: **DWF LAW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8667204

Charge code: 0866 7204 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th November 2023 and created by CENTENARY COURT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2023 .

Given at Companies House, Cardiff on 29th November 2023

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**

Execution version



24 November 2023

(1) CENTENARY COURT LIMITED

AND

(2) THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY AGENT)

**SUPPLEMENTAL LEGAL CHARGE TO A SECURITY AGREEMENT DATED 13 OCTOBER 2023
RELATING TO
THE PROPERTY LISTED IN THE SCHEDULE TO THIS DEED**

**DWF Law LLP
20 Fenchurch Street
London
EC3M 3A**

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THIS SUPPLEMENTAL LEGAL CHARGE is dated 24 November 2023 and made between:

- (1) **CENTENARY COURT LIMITED**, a limited company incorporated and registered under the laws of England and Wales with registered number 08667204 with its registered office at 16 Tinworth Street, London, England, SE11 5AL (the **Chargor**); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC**, as security trustee for the Secured Parties (as defined in the Facility Agreement) (in such capacity, the **Security Agent**).

TERMS AGREED

1. Definitions and Interpretation

- 1.1 In this Deed (including background), the following terms have the following meanings:

Property means the property specified in the schedule (*Details of Property*) and each part of it; and

Security Agreement means the security agreement dated 13 October 2023 made between (1) 16 Tinworth Street (Residential) Limited (company number 11470835), (2) Cassini Pascal Limited (company number 09888844), (3) Spring Gardens III Limited (company number 02118847), (4) Spring Mews (Block D) Limited (company number 09474143), (5) Wandsworth Road Limited (company number 02892695) and (6) the Security Agent.

- 1.2 Terms defined in or construed for the purposes of the Security Agreement have the same meanings when used in this Deed (unless otherwise defined in this Deed).
- 1.3 Unless a contrary indication appears, any reference in this Deed to the **Chargor** or the **Security Agent** shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- 1.4 The principles of construction set out in clause 1.2 (*Construction*) of the Security Agreement shall apply to this Deed with any necessary changes, as if they were set out in full in this Deed.

2. Incorporation of Provisions

- (a) Clause 1.3 (*Third Party Rights*) of the Security Agreement is incorporated into this Deed, with any necessary changes and as if references in them to the **Security Agreement** or **this Deed** were reference to this Deed, as if they were set out in full in this Deed.
- (b) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the 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.

3. Covenant to Pay

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

4. Grant of Security

4.1 Nature of Security

- (a) All Security and dispositions created or made by this Deed are created or made:
 - (i) in favour of the Security Agent;
 - (ii) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (iii) as continuing security for payment of the Secured Liabilities.
- (b) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

4.2 Mortgage

The Chargor charges and agrees to charge by way of first legal mortgage all its present and future right, title and interest in and to the Property.

4.3 Legal Charge

The Chargor charges by way of first fixed charge:

- (a) to the extent not effectively charged under Clause 4.2 (*Mortgage*):
 - (i) the Property;
 - (ii) all buildings, fixtures (including trade fixtures), fittings and fixed plant and machinery at any time on the Property;
 - (iii) all easements, servitudes, rights and agreements in respect thereof;
 - (iv) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of the Property or any moneys paid or payable in respect of those covenants; and
- (b) to the extent not effectively charged under Clause 4.4 (*Assignment*), all Security Assets stated in Clause 4.4 (*Assignment*).

4.4 **Assignment**

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under each Lease Document;
- (b) in respect of all Rental Income;
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document;
- (d) under each Relevant Contract; and
- (e) the Insurance Rights,

relating to the Property.

5. **Application of Security Agreement Provisions**

The Security created by this Deed is created "pursuant to the Security Agreement" and:

- (a) all references in the Security Agreement to the **Security Assets** include the Property and the other assets charged by this Deed, to **this Security** includes the Security created by or pursuant to this Deed and to **Mortgaged Property** includes the Property; and
- (b) all provisions of the Security Agreement relating to the **Security Assets** or to **this Security** (including, without limitation, obligations of the Chargor and rights of enforcement) apply respectively to the Property and the other assets charged by this Deed and to the Security created by this Deed.

6. **Restriction**

The Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Security Agent) for a restriction in the following terms to be entered on the register of title relating to the Property.

"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 The Royal Bank of Scotland plc referred to in the charges register or their conveyancer. (Standard Form P)."

7. **Supplemental Deed**

7.1 **Security Agreement**

- (a) This Deed is supplemental to the Security Agreement.
- (b) This Deed is a Finance Document.
- (c) From the date of this Deed, the provisions of the Security Agreement and of this Deed shall be read and construed as one and all references to the Security

Agreement shall be deemed to incorporate the provisions and amendments contained in this Deed.

7.2 **Continuance in Force**

For the avoidance of doubt, the provisions of the Security Agreement and the other Finance Documents (except as amended by this Deed) continue to apply and remain in full force and effect.

8. **Costs and Expenses**

The Chargor shall promptly on demand by to the Security Agent the amount of all costs and expenses (including legal fees, valuation fees (and any VAT or similar tax thereon)) incurred by the Security Agent in connection with the negotiation, preparation, execution, registration and completion of this Deed.

9. **Counterparts**

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 the Deed.

10. **Governing Law**

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

THIS DEED has been executed and delivered as a deed by the Chargor on the first date specified on page 1 of this Deed.

THE SCHEDULE

Details of Property

Address	Tenure	Title Number
Aqueous 2, Aston Cross Business Park, 50 Rocky Lane, Aston (B6 5RQ)	Freehold	WM597587

SIGNATURE PAGES

The Chargor

EXECUTED AS A DEED by)
CENTENARY COURT LIMITED)
acting by a director)

In the presence of

Name: Manuel Sconcia

Signature:

Address: 16 Tinworth Street, London

Occupation: UK Treasurer

Security Agent

Signed for **THE ROYAL BANK OF SCOTLAND PLC**

Signature: 

Name: Andrew Bushell

Function: Director