



Registration of a Charge

Company name: **POCKET LEIGHAM COURT LTD**

Company number: **10632938**

Received for Electronic Filing: **23/12/2020**



Details of Charge

Date of creation: **18/12/2020**

Charge code: **1063 2938 0003**

Persons entitled: **GREATER LONDON AUTHORITY**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS LAND TO THE REAR OF 49 LEIGHAM COURT ROAD, STREATHAM, LONDON SW16 2NF BEING PART OF THE LAND REGISTERED AT THE LAND REGISTRY (AS AT THE DATE OF THIS DEED) UNDER TITLE NUMBER SGL170865, AS MORE PARTICULARLY SHOWN EDGED RED ON THE PLAN ANNEXED TO SCHEDULE 1 AND COMPRISING THE LAND TRANSFERRED UNDER A TRANSFER DATED 18 DECEMBER 2020 AND MADE BETWEEN (1) MASTERWORK INVESTMENT CONSORTIUM LIMITED AND (2) POCKET LEIGHAM COURT LIMITED. ALL THAT FREEHOLD PROPERTY KNOWN AS 49B LEIGHAM COURT ROAD, STREATHAM, LONDON SW16 2NF BEING THE WHOLE OF THE LAND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER TGL527813.**

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 ELECTRONIC ORIGINAL INSTRUMENT.**

Certified by: **DANIEL KENZBROWN, CMS CAMERON MCKENNA NABARRO
OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10632938

Charge code: 1063 2938 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2020 and created by POCKET LEIGHAM COURT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2020 .

Given at Companies House, Cardiff on 30th December 2020

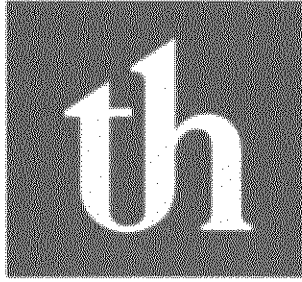
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



dated 18 December 2020

Pocket Leigham Court Limited

and

Greater London Authority

Supplemental legal mortgage

in relation to a Debenture dated 14 September 2018

Trowers & Hamlin LLP
3 Bunhill Row
London
EC1Y 8YZ
t +44 (0)20 7423 8000
f +44 (0)20 7423 8001
www.trowers.com

trowers & hamlin

Contents

1	Definitions and interpretations	1
2	Grant of security	1
3	Incorporation of terms from Debenture	2
4	Confirmation of terms from the Debenture	2
5	Perfecting the security	2
6	Partial Invalidity	3
7	Counterparts	3
8	Governing law	3
	Schedule 1 - Supplemental Mortgaged Property	4

Supplemental legal mortgage

dated 13 December 2020

Parties

- (1) **Pocket Leigham Court Limited** (company number 10632938) of Tower House, 10 Southampton Street, London WC2E 7HA (the **Chargor**); and
- (2) **Greater London Authority** of City Hall, The Queens Walk, London, SE1 2AA (the **Lender**).

Introduction

- (A) This Deed is supplemental to the Debenture.
- (B) The Chargor owns the Supplemental Mortgaged Property.
- (C) Under this Deed, the Chargor provides security to the Lender for the loan facilities made available under the Facility Agreement (as defined in the Debenture).

Agreed terms

1 Definitions and interpretations

- 1.1 Unless the context otherwise requires, terms defined in the Debenture shall have the same meaning when used in this Deed including, for the avoidance of doubt, when used in provisions of the Debenture incorporated by reference into this Deed. The following terms also have the following meanings in this Deed unless inconsistent with the context:

Debenture means the debenture dated 14 September 2018 between the Chargor and the Lender;

New Acquisition Agreement means the sale contract relating to Land to the rear of 49 Leigham Court Road, Streatham, London SW16 2NF dated 16 October 2020 and made between (1) Masterwork Investment Consortium Limited and (2) the Chargor; and

Supplemental Mortgaged Property means the freehold or leasehold property (whether registered or unregistered) owned by the Chargor described in Schedule 1 of this Deed.

- 1.2 The provisions of clauses 1.1 to 1.8 of the Debenture shall (as far as the context permits) apply to this Deed as if set out in this Deed in full except that references in those clauses to "this Deed" shall be construed as references to this Deed.

2 Grant of security

- 2.1 As continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Lender by way of a first fixed legal mortgage the Supplemental Mortgaged Property set out in Schedule 1 of this Deed and any proceeds of sale of such Supplemental Mortgaged Property together with all fixtures on the Supplemental Mortgaged Property.

- 2.2 The Parties also confirm that the New Acquisition Agreement is designated as a Relevant Contract for the purposes of the Debenture.

3 Incorporation of terms from Debenture

The provisions of the Debenture and this Deed shall be read and construed together as one document and any reference to the Debenture and "this Deed" shall be read as a reference to the Debenture as supplemented by this "Supplemental Deed". The Chargor acknowledges that references to the "Debenture" in the Facility Agreement are references to the Debenture as amended and supplemented by this Deed.

4 Confirmation of terms from the Debenture

- 4.1 This Deed shall be without prejudice to the Debenture, the security constituted or intended to be constituted by the Debenture and all of the obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, waivers, immunities and other provisions contained or referred to in the Debenture which shall remain in full force and effect notwithstanding this Deed.

- 4.2 For the avoidance of doubt, any legal mortgage, charge or assignment (whether at law or in equity) constituted by way of fixed security pursuant to clause 2 (Creation of Security) of the Debenture shall continue in full force and effect notwithstanding this Deed and shall not merge in any security constituted by this Deed or be released, extinguished or affected in any way by the security constituted by this Deed or the provisions of clauses 3 and 4 of this Deed.

5 Perfecting the security

5.1 Registration at HM Land Registry

The Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of the Lender to enter the following restriction (in form P of Schedule 4 to the Land Registration Rules 2003) in the proprietorship register of any property which is, or is required to be, registered forming part of the Supplemental Mortgaged 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 Greater London Authority referred to in the charges register or their conveyancer. (Standard Form P)"

13 December
2020
T 8H

5.2 Further advances

- 5.2.1 Subject to the terms of the Finance Documents, the Lender is under an obligation to make further advances to the Borrower.
- 5.2.2 For the purposes of section 94(1)(c) Law of Property Act 1925, section 49(3) Land Registration Act 2002 and rule 108 Land Registration Rules 2003, the obligation on the Lender to make further advances will be deemed to be incorporated in this Deed as if the same were set out in this Deed.
- 5.2.3 For the purposes of the Land Registration Rules 2003 and section 49(3) Land Registration Act 2002, the Chargor hereby consents to an application being

made to the Chief Land Registrar by or on behalf of the Lender for the entry of a note of the obligation to make further advances on the charges register of any registered land forming part of the Supplemental Mortgaged Property.

6 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

7 Counterparts

This Deed may be executed in counterparts, all of which when taken together will constitute a single deed.

8 Governing law

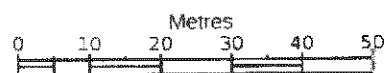
This Deed will be governed by and is to be construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising in connection with this Deed.

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

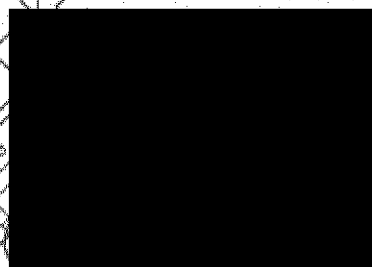
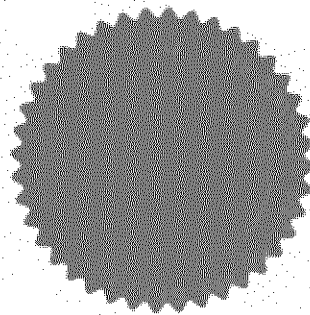
Schedule 1

Supplemental Mortgaged Property

- 1 All that freehold property known as Land to the rear of 49 Leigham Court Road, Streatham, London SW16 2NF being part of the land registered at the Land Registry (as at the date of this Deed) under title number SGL170865, as more particularly shown edged red on the plan annexed to this Schedule 1 and comprising the land transferred under a transfer dated the same date as this Deed and made between (1) Masterwork Investment Consortium Limited and (2) the Chargor; and
- 2 All that freehold property known as 49b Leigham Court Road, Streatham London SW16 2NF being the whole of the land registered at the Land Registry under title number TGL527813.



1:1250



Executed as a deed by)

Pocket Leigham Court Limited)

acting by , a director)

in the presence of:)

Director

witness signature:

name:

address:

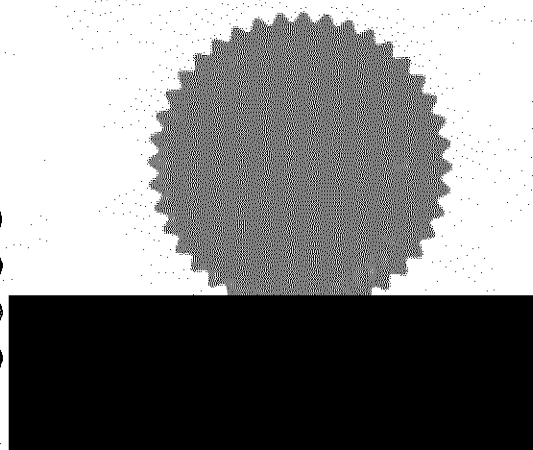
occupation:

Executed as a deed by)

Greater London Authority)

by affixing its common seal hereto)

in the presence of:)




Authorised signatory

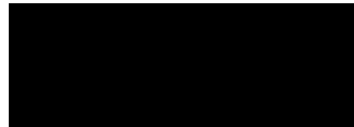
Executed as a deed by)

Pocket Leigham Court Limited)

acting by , a director)

in the presence of:)





Director

witness signature:

name: CATHERINE RICKARD

address:



occupation:

Executed as a deed by)

Greater London Authority)

by affixing its common seal hereto)

in the presence of:)

.....

Authorised signatory