



Registration of a Charge

Company name: **SOUTHWARK HOMES LTD**

Company number: **09102435**



X8X92KQZ

Received for Electronic Filing: **23/01/2020**

Details of Charge

Date of creation: **22/01/2020**

Charge code: **0910 2435 0005**

Persons entitled: **OAKNORTH BANK PLC**

Brief description: **1-5 NEWINGTON CAUSEWAY, LONDON SE1 6ED (TITLE NUMBER: LN142484)**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LAWRENCE STEPHENS SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9102435

Charge code: 0910 2435 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd January 2020 and created by SOUTHWARK HOMES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2020 .

Given at Companies House, Cardiff on 24th January 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: 22 JANUARY 2020

Supplemental Legal Mortgage

- (1) **SOUTHWARK HOMES LTD**, a company incorporated in England and Wales (registered number 09102435) whose registered office is at Winterhill House, Station Approach, Marlow, Buckinghamshire, SL7 1NT (the "**Chargor**");
- (2) **OAKNORTH BANK plc**, a company incorporated in England and Wales (registered number 8595042) whose registered office is at 57 Broadwick Street, Soho, London, W1F 9QS (the "**Lender**").

WHEREAS:-

- (A) The Chargor has entered into a Debenture dated 3 June 2016 (as supplemented and amended from time to time) (the "**Debenture**") in favour of the Lender.
- (B) The Chargor has acquired the Additional Property and enters into this Deed to charge the Additional Property by way of legal mortgage.

IT IS AGREED as follows:-

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the recitals to it):

- 1.1.1 terms defined in the Debenture shall have the same meaning in this Deed; and
- 1.1.2 "**Additional Property**" means each property specified in Schedule 1 (*Details of Additional Property*).

1.2 Interpretation

- 1.2.1 Unless a contrary indication appears, any reference in this Deed to the "**Chargor**" or the "**Lender**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- 1.2.2 The principles of construction set out in clause 20 (*Interpretation*) of the Debenture shall apply to this Deed, with any necessary changes, as if they were set out in full in this Deed.

1.3 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Lender.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

The terms of any finance arrangements between the parties to the Debenture are incorporated in this Deed to the extent required to ensure that any disposition of Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

2 GRANT OF SECURITY

2.1 Nature of security

All security and dispositions created or made by this Deed are created or made:

- 2.1.1 in favour of the Lender;
- 2.1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- 2.1.3 as continuing security for payment of the Secured Obligations.

2.2 Legal 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 Additional Property.

2.3 Delivery of Documents of Title

The Chargor shall upon the execution of this Deed:

- 2.3.1 deliver up to the Lender all deeds, certificates and other title documents in its possession relating to its interest in the Additional Property (which the Lender shall be entitled to hold and retain in accordance with the terms of the Debenture and the security created by this Deed); or
- 2.3.2 procure that an undertaking is provided from the Chargor's solicitors (in form and substance acceptable to the Lender) to hold all deeds, certificates and other documents of title relating to the Additional Property strictly to the order of the Lender under the terms of the Debenture and the security created by this Deed.

2.4 Land Registry

- 2.4.1 The Chargor and Lender shall apply to the Land Registry for the following notices to be entered into on the register of the title to the Additional 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 22 JANUARY 2020 in favour of OakNorth Bank plc referred to in the charges register".
- 2.4.2 Any obligation on the part of the Lender to make further advances to the Chargor is deemed to be incorporated in this Deed and the Chargor shall apply to the Land Registry confirming that there is an obligation to make further advances on the security of this Deed and applying for a note to be entered to that effect in the Register of Title of the Additional Property.

3 APPLICATION OF DEBENTURE PROVISIONS

The security interests created by this Deed are created "*pursuant to the Debenture*" and all references in the Debenture to the "**Charged Property**" include the Additional Property and the other assets charged by this Deed, and to "**Real Property**" include the Additional Property and the other assets charged by this Deed.

4 SUPPLEMENTAL DEED

4.1 Debenture

4.1.1 This Deed is supplemental to the Debenture.

4.1.2 From the date of this Deed the provisions of the Debenture and of this Deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in, and the security created by, this Deed.

4.2 Continuance in force

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

5 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 this Deed.

6 GOVERNING LAW

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

IN WITNESS whereof this Deed has been executed as a deed by the Chargor and signed on behalf of the Lender, on the date first above written.

SCHEDULE 1

Details of the Additional Property

Property description	Tenure	Title number(s)
1-5 Newington Causeway, London SE1 6ED	Freehold	LN142484

THIS DEED has been signed on behalf of the Lender and EXECUTED AS A DEED by the Chargor and is delivered by them on the date specified at the beginning of this Deed.

EXECUTED as a DEED by)
SOUTHWARK HOMES LTD)
acting by a director in the presence of:) Director
) Print name: **ERIC FISHER**

Signature of witness)
Print name (in BLOCK CAPITALS): **AUREM DIANABLY**
Address: **FAT 3**
26 MOUNT RD
LONDON
NW4 5PU
Occupation: **COMPANY DIRECTOR**

SIGNED by)
for and on behalf of)
OAKNORTH BANK plc) Authorised signatory
) Print name: