



Registration of a Charge

Company Name: **BUSINESS ENVIRONMENT CANARY WHARF LIMITED**

Company Number: **10166233**



Received for filing in Electronic Format on the: **07/07/2022**

XB7S0MHT

Details of Charge

Date of creation: **23/06/2022**

Charge code: **1016 6233 0004**

Persons entitled: **HSBC UK BANK PLC AS SECURITY TRUSTEE**

Brief description: **NONE**

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: **WE 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 CHARGING INSTRUMENT**

Certified by: **DENTONS UK AND MIDDLE EAST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10166233

Charge code: 1016 6233 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2022 and created by BUSINESS ENVIRONMENT CANARY WHARF LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th July 2022 .

Given at Companies House, Cardiff on 11th July 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**



Supplemental Security Agreement

Dated 23 June 2022

The companies listed in Schedule 1

(the Chargors)

HSBC UK Bank plc
(the Security Trustee)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Deed

Dated 23 June 2022

Between

- (1) The companies listed in Schedule 1 (*Chargors*) (each a **Chargor** and together the **Chargors**); and
- (2) HSBC UK Bank plc as trustee for the Secured Parties (as defined in the Facility Agreement (defined below)) (the **Security Trustee**).

Recitals

- A The Chargors entered into a security agreement in favour of HSBC Bank plc dated 9 February 2017 (the **Security Agreement**).
- B The right and obligations of HSBC Bank plc as lender pursuant to the Facility Agreement and related security were transferred to the Security Trustee on 1 July 2018 pursuant to a ring-fencing transfer scheme pursuant to Part VII of the Financial Services and Markets Act 2000. Accordingly, the Security Agreement now vests in favour of the Security Trustee.
- C The Chargors, the Security Trustee and others have entered into, or are proposing to enter into, an amendment and restatement agreement (the **Amendment Agreement**) under the terms of which the parties to the Facility Agreement agree to amend and restate the Facility Agreement.
- D Each Chargor has agreed to enter into this Deed to charge its respective business, assets and undertaking as a continuing security for the payment and discharge of the Secured Liabilities (defined below) notwithstanding the changes made to the Finance Documents (as defined in the Facility Agreement) pursuant to the Amendment Agreement.
- E The conditions precedent to the effectiveness of the amendments to the Facility Agreement set out in the Amendment Agreement include the entry by the Chargors into this Deed.
- F This Deed is a Finance Document.

It is agreed

1 Definitions and interpretation

1.1 Definitions

Unless this Deed expressly provides otherwise, any capitalised term in this Deed, or any term deemed to be incorporated in this Deed, shall have the same meaning as it would have in the Security Agreement. In addition, in this Deed:

- 1.1.1 **Amendment Agreement** has the meaning given in recital C above;
- 1.1.2 **Facility Agreement** means the facility agreement originally dated 8 February 2017 between (among others) the Chargors and HSBC Bank plc, as amended, novated, supplemented, extended, restated or replaced from time to time;

1.1.3 **Security Agreement** has the meaning given in recital A above; and

1.1.4 **Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document (as each of those capitalised terms is defined in the Facility Agreement (as amended by the Amendment Agreement)).

1.2 **Construction**

Clauses 1.2 to 1.8 (*Construction*) (inclusive) of the Security Agreement shall apply to this Deed subject to any necessary changes.

2 **Creation of Security**

As a continuing security for the Secured Liabilities, each Chargor respectively charges, mortgages and assigns on the terms set out in clause 2 (*Creation of Security*) of the Security Agreement, all its business, assets and undertaking as more specifically referred to in the Security Agreement, upon the terms contained in the Security Agreement (including charging by way of legal mortgage its interest in the property referred to opposite its name in Schedule 2 (*Land charged by way of legal mortgage*)) (if any).

3 **Incorporation of Security Agreement terms**

3.1 **General incorporation**

This Deed is supplemental to the Security Agreement. Other than to the extent this Deed expressly provides otherwise (including in Clause 5 (*Amended terms*)), all of the terms of the Security Agreement are deemed to be incorporated into this Deed as if set out in full in this Deed, provided that, as incorporated into this Deed, references to the Security Agreement in those terms shall be construed as references to this Deed unless the context requires otherwise.

3.2 **Security Agreement terms deemed satisfied**

Without prejudice to clause 17 (*Further Assurances*) of the Security Agreement (incorporated into this Deed pursuant to Clause 3.1), to the extent that a Chargor has satisfied, before the date of this Deed, an obligation under:

- (a) clause 4.1 (*Notices to tenants*) of the Security Agreement to deliver a notice on and obtain an acknowledgement from each tenant of the Mortgaged Property of that Chargor;
- (b) clauses 5.1 and 5.2 (*Deposit*) of the Security Agreement to deliver stock and share certificates and documents of or evidencing title, or signed transfers, in respect of its Investments;
- (c) clause 6.4 (*Notices of charge*) of the Security Agreement to deliver a notice to and obtain an acknowledgment from an Account Bank;
- (d) clause 8 (*Insurances*) of the Security Agreement to deliver a notice and obtain an acknowledgement in respect of an Insurance in which it holds an interest; or

- (e) clause 9 (*Other Contracts*) of the Security Agreement to deliver a notice and obtain an acknowledgment in respect of a contract listed in clauses 2.17 to 2.18 (*Other contracts*) of the Security Agreement to which it is a party,

that obligation as incorporated into this Deed shall be deemed to be satisfied.

4 Additional terms

4.1 Purpose

Without prejudice to the general incorporation of terms from the Security Agreement under Clause 3, to facilitate the registration of the security created by this Deed, the parties expressly agree the terms set out in the remainder of this Clause 4.

4.2 Negative Pledge

No Chargor shall create or permit to subsist any Security over any Security Asset except as granted in favour of the Security Trustee or expressly allowed under the Finance Documents.

4.3 Registration at Companies House

Each Chargor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

5 Amended terms

- 5.1 The following modifications are made to the terms of the Security Agreement as deemed incorporated into this Deed:

- (a) Clause 2.22 (*Floating charge*) of the Security Agreement shall be deleted and replaced with the following wording:

"2.22

2.22.1 Subject to Clause 2.22.2 below, the floating charge created by Clause 2.20 above may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium, or
- (b) anything done with a view to obtaining a moratorium,

under Part A1 of the Insolvency Act 1986.

2.22.2 Clause 2.22.1 above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986."

- (b) Clause 12.4 (*Appointment of Receiver*) of the Security Agreement shall be deleted and replaced with the following wording:

"12.4 The Security Trustee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986."

6 Continuing Security Agreement

Nothing in this Deed is intended to imply, or should be construed as implying, that the Security created under the Security Agreement is not effective to secure the Secured Liabilities. The Security Agreement shall continue in full force and effect as supplemented by this Deed.

7 Governing law

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1- Chargors

Name of Chargor	Registered number (or equivalent, if any)	Jurisdiction of incorporation
BE Offices Limited	07337363	England and Wales
Business Environment Limited	05729231	England and Wales
Business Environment No.1 Limited	05723408	England and Wales
Business Environment Basingstoke Limited	05721969	England and Wales
Business Environment City Limited	05723412	England and Wales
Business Environment Milton Keynes Limited	05724029	England and Wales
Business Environment Minorities Limited	05723407	England and Wales
Business Environment SoanePoint Limited	05723403	England and Wales
Business Environment Threadneedle Limited	09070005	England and Wales
Business Environment No.7 Limited	07368389	England and Wales
Business Environment Temple Meads Limited	09499127	England and Wales
&Offices Euston Limited	10119754	England and Wales
Business Environment Canary Wharf Limited	10166233	England and Wales
Business Environment RE Limited	10399387	England and Wales
&Offices Canary Wharf Limited	07881928	England and Wales
Business Environment Reading Limited	05723406	England and Wales
Initium (Design Build Contract) Limited	08355226	England and Wales
Velocity Virtual Limited	07998672	England and Wales
&Meetings Limited	07398845	England and Wales
CommunicateIT Limited	07366802	England and Wales
Business Environment Central Services Limited	07337168	England and Wales
Business Environment Head Office Limited	06426547	England and Wales
Business Environment Human Resources No.2 Limited	10119747	England and Wales

Schedule 2 - Land charged by way of legal mortgage

Part 1– Registered Land

Part 2 – Unregistered Land

Executed as a deed by **BE Offices Limited**)
acting by a director in the presence of:)

Signature of witness:
.....

Name of witness: Liam Mitchell.....
.....

Address
.....
.....

Executed as a deed by **Business Environment**)
Limited acting by a director in the presence of:)

Signature of witness:
.....

Name of witness: Liam Mitchell.....
.....

Address
.....
.....

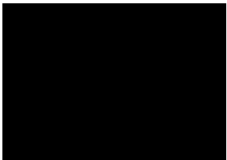
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No. 1 Limited acting by a director in the presence of:)

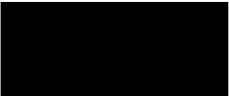
Signature of witness:
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Name of witness: Liam Mitchell.....
.....


Address
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Executed as a deed by **Business Environment**)
Basingstoke Limited acting by a director in the)
presence of:)

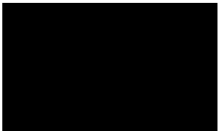


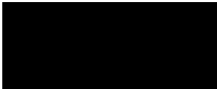
Signature of witness: 

Name of witness: Liam Mitchell

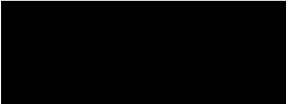
Address 
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Executed as a deed by **Business Environment**)
City Limited acting by a director in the)
presence of:)

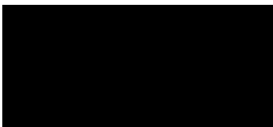


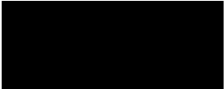
Signature of witness: 

Name of witness: Liam Mitchell

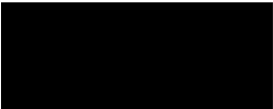
Address 
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Executed as a deed by **Business Environment**)
Milton Keynes Limited acting by a director in the)
presence of:)

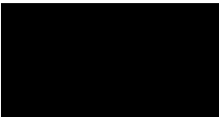


Signature of witness: 

Name of witness: Liam Mitchell

Address 
.....

Executed as a deed by **Business Environment**)
Minories Limited acting by a director in the)
presence of:)



Signature of witness: 

Name of witness: Liam Mitchell

Address 
.....

Executed as a deed by **Business Environment**)
SoanePoint Limited acting by a director in the)
presence of:)

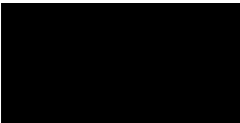


Signature of witness: 

Name of witness: Liam Mitchell

Address 
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Executed as a deed by **Business Environment**)
Threadneedle Limited acting by a director in the)
presence of:)

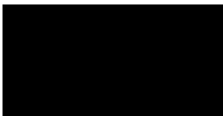


Signature of witness: 

Name of witness: Liam Mitchell

Address 
.....

Executed as a deed by **Business Environment**)
No. 7 Limited acting by a director in the)
presence of:)



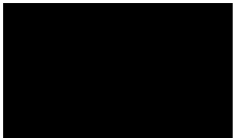
Signature of witness: 

Name of witness: Liam Mitchell

Address 

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Executed as a deed by **Business Environment**)
Temple Meads Limited acting by a director in the)
presence of:)



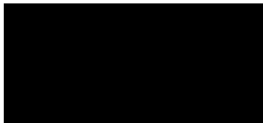
Signature of witness: 

Name of witness: Liam Mitchell

Address 

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Executed as a deed by **&Offices Euston**)
Limited acting by a director in the presence of:)



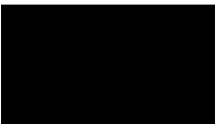
Signature of witness: 


Name of witness: Liam Mitchell

Address 


.....

Executed as a deed by **Business Environment**)
Canary Wharf Limited acting by a director in the)
presence of:)




Signature of witness: 

Name of witness: Liam Mitchell


Address 
.....
.....

Executed as a deed by **Business Environment**)
RE Limited acting by a director in the)
presence of:)

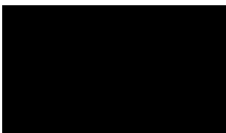



Signature of witness: 

Name of witness: Liam Mitchell


Address 
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Executed as a deed by **&Offices Canary Wharf**)
Limited acting by a director in the presence of:)

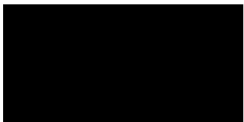


Signature of witness: 

Name of witness: Liam Mitchell

Address 
.....
.....

Executed as a deed by **Business Environment**)
Reading Limited acting by a director in the)
presence of:)



Signature of witness: 

Name of witness: Liam Mitchell

Address  .
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Executed as a deed by **Initium (Design Build**)
Contract) Limited acting by a director in the)
presence of:)

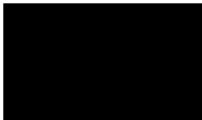


Signature of witness: 

Name of witness: Liam Mitchell

Address  .
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Executed as a deed by **Velocity Virtual**)
Limited acting by a director in the)
presence of:)

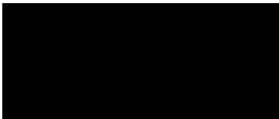


Signature of witness: 

Name of witness: Liam Mitchell


Address  .
.....
.....

Executed as a deed by **&Meetings Limited**)
acting by a director in the presence of:)



Signature of witness: 

Name of witness: Liam Mitchell


Address  .
.....
.....

Executed as a deed by **CommunicateIT Limited**)
acting by a director in the presence of:)



Signature of witness: 

Name of witness: Liam Mitchell

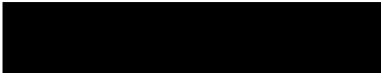
Address  .
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Executed as a deed by **Business Environment**)
Central Services Limited acting by a director in the)
presence of:)

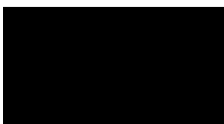


Signature of witness: 

Name of witness: Liam Mitchell

Address  .
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.....

Executed as a deed by **Business Environment**)
Head Office Limited acting by a director in the)
presence of:)

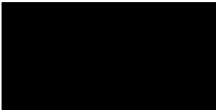


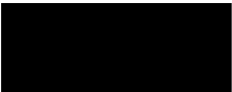
Signature of witness: 

Name of witness: Liam Mitchell

Address  .
.....
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Executed as a deed by **Business Environment**)
Human Resources No. 2 Limited acting by a director)
in the presence of:)



Signature of witness: 

Name of witness: Liam Mitchell

Address  .
.....
.....

Signed for and on behalf of)
HSBC UK Bank plc)

