



Registration of a Charge

Company name: **DANDI WANDSWORTH REGENERATION LIMITED**

Company number: **11720926**



X8E9ULBS

Received for Electronic Filing: **18/09/2019**

Details of Charge

Date of creation: **12/09/2019**

Charge code: **1172 0926 0003**

Persons entitled: **THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED**

Brief description: **THE FREEHOLD LAND BEING HAYDON HOUSE, HAYDON WAY, LONDON, SW11 1YG REGISTERED AT THE LAND REGISTRY WITH THE TITLE NUMBER TGL320709**

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:

LAUREN BURTON (SOLICITOR, DWF LAW LLP)



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11720926

Charge code: 1172 0926 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th September 2019 and created by DANDI WANDSWORTH REGENERATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th September 2019 .

Given at Companies House, Cardiff on 19th September 2019

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

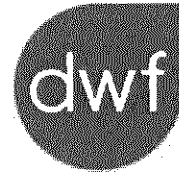


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Execution Version



Dated: 12 September 2019

(1) DANDI WANDSWORTH REGENERATION LIMITED

AND

(2) THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED

SUPPLEMENTAL LEGAL CHARGE TO A SECURITY AGREEMENT DATED 9 JULY 2019

DWF LLP
20 Fenchurch Street
London
EC3M 3AG

CONTENTS

1. Definitions and Interpretation	1
2. Incorporation of Provisions	1
3. Grant of Security	2
4. Legal Charge	2
5. Supplemental Deed	3
6. Costs and Expenses	3
7. Governing Law	3
SCHEDULE 1	5
Details of Property	5
SIGNATURE PAGE	6

THIS SUPPLEMENTAL LEGAL CHARGE is dated 12th September 2019 and made between:

- (1) **Dandi Wandsworth Regeneration Limited** a limited company incorporated and registered under the laws of England and Wales with registered number 11720926 with its registered office at 30 Bristol Gardens, London, United Kingdom, W9 2JQ (the **Chargor**); and
- (2) **The Royal Bank of Scotland International Limited** (the **Lender**).

BACKGROUND:

- (A) The **Chargor** is a party to the Security Agreement (as defined below) as a **Chargor** pursuant to which it granted security over all its present and future assets as security for the **Secured Liabilities** (as defined in the Security Agreement).
- (B) The **Chargor** enters into this Deed pursuant to clause 15 (*Further Assurances*) of the Security Agreement in order to more effectively perfect the security created by the Security Agreement over the **Property** (as defined below).

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*);

Security Agreement means the Security Agreement dated 9 July 2019 and made between (1) the companies named in it as chargors (including the **Chargor**) and (2) the **Lender**;

- 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 **Lender** 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

Clause 1.3 (*Third Party Rights*) of the Security Agreement is incorporated into this Deed, with any necessary changes and as if references in it to the **Security Agreement** or this **Deed** were reference to this Deed, as if they were set out in full in this Deed.

3. Grant of Security

3.1 Nature of Security

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

- (a) in favour of the Lender;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Liabilities.

4. Legal Charge

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 and (to the extent not so charged):

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on the Property;
- (b) all easements, servitudes, rights and agreements in respect thereof;
- (c) all rents from, or proceeds of sale of, the whole or any part of the Property; and
- (d) the benefit of all covenants given in respect of the Property.

4.2 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** included the Property and the other assets charged by this Deed and to **this Security** includes the Security created by or pursuant to this Deed; 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.

4.3 Restriction

The Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Lender) 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 International Limited referred to in the charges register or their conveyancer."

5. Supplemental Deed

5.1 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.

5.2 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.

6. Costs and Expenses

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

7. Governing Law and Enforcement

7.1 Governing Law

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

7.2 Enforcement

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Legal Charge (including a dispute regarding the existence, validity or termination of this Supplemental Legal Charge) (a "Dispute").
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This clause 7 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been duly executed by the Chargor as a Deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed by the Chargor.

THE SCHEDULE

Details of Property

Address	Tenure	Title Number
Haydon House, Haydon Way, London SW11 1YG	Freehold	TGL320709

EXECUTION PAGES

THE CHARGOR

Executed as a deed, but not delivered until the)
first date specified on page 1 by DANDI)
WANDSWORTH REGENERATION LIMITED acting by:)

Director ALI REZA BAYANGHADO

Witness signature: _____

Witness name: KATIE PRENDERGAST

Witness address: _____

EXECUTIVE ASSISTANT

Address:

Facsimile No:

THE LENDER

Executed as a deed by:) Signature in the name of the company
The Royal Bank of Scotland International
Limited)

THE ROYAL BANK OF SCOTLAND)
INTERNATIONAL LIMITED, a company)
incorporated in Jersey, acting by:)

.....
Authorised Signatory

(name of authorised signatory)

being a person who in accordance with the
laws of that territory is acting under the
authority of the company

in the presence of:

Witness signature:

Witness name:

Witness address:

EXECUTION PAGES

THE CHARGOR

Executed as a deed, but not delivered until the)
first date specified on page 1 by **DANDI**)
WANDSWORTH REGENERATION LIMITED acting by:)

Director _____

Witness signature: _____

Witness name: _____

Witness address: _____

Address: _____

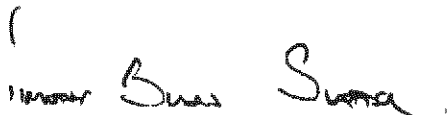
Facsimile No: _____

THE LENDER

Executed as a deed by:) Signature in the name of the company
) **The Royal Bank of Scotland International**
) **Limited**

THE ROYAL BANK OF SCOTLAND)
INTERNATIONAL LIMITED, a company)
incorporated in Jersey, acting by:)

Name: Timothy Brian Slatter
Job Title: Head of Portfolio Management
Onshore Real Estate Finance

(


(name of authorised signatory)

being a person who in accordance with the
laws of that territory is acting under the
authority of the company

in the presence of:

Witness signature: _____

Witness name: **Helen Victoria Lagadu**

Witness address: _____