



Registration of a Charge

Company Name: **BROADWAY LIVING RP LIMITED**

Company Number: **11940146**



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Received for filing in Electronic Format on the: **06/12/2022**

Details of Charge

Date of creation: **23/11/2022**

Charge code: **1194 0146 0003**

Persons entitled: **THE COUNCIL OF THE LONDON BOROUGH OF EALING**

Brief description: **THE LEASEHOLD LAND AT COPLEY CLOSE, EALING, LONDON (TITLE NUMBER TO BE ALLOCATED OUT OF TITLE NUMBER NGL76586).**

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: **GOWLING (UK) WLG**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11940146

Charge code: 1194 0146 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2022 and created by BROADWAY LIVING RP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th December 2022 .

Given at Companies House, Cardiff on 7th December 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**

Dated 23rd November 2022

BROADWAY LIVING RP LIMITED
AS CHARGOR

(1)

AND

THE COUNCIL OF THE LONDON BOROUGH OF EALING
AS LENDER

(2)

SUPPLEMENTAL SECURITY AGREEMENT

in respect of a
Security Agreement dated 21 December 2021



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THIS SUPPLEMENTAL SECURITY AGREEMENT is made by way of deed on 23rd November 2022

BETWEEN:

(1) **BROADWAY LIVING RP LIMITED** whose registered office is at 4th Floor Perceval House, 14-16 Uxbridge Road, Ealing, London, W5 2HL, United Kingdom (registered number 11940146) (the "Chargor"); and

(2) **THE COUNCIL OF THE LONDON BOROUGH OF EALING** of The Town Hall, New Broadway, Ealing, W5 2BY as Lender (the "Lender")

WHEREAS:

- (A) The Chargor enters into this Deed in connection with the Facility Agreement (as defined below) and clauses 5.2 (*Acquisitions*) and 17 (*Further Assurances*) of the Original Security Agreement (as defined below).
- (B) It is intended by the parties to this Deed that this document will take effect as a deed despite the fact that a party may only execute this document under hand.
- (C) This Deed is supplemental to the Original Security Agreement.

NOW THE DEED WITNESSES as follows:

1 INTERPRETATION

1.1 Terms defined

In this Deed, unless the context otherwise requires:

Facility Agreement	the facility agreement dated 21 December 2021 and made between, amongst others (1) Broadway Living RP Limited (as borrower) and (2) The Council of the London Borough of Ealing (as lender) as may be amended, restated, varied, supplemented, replaced and/or novated from time to time;
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Borrower	has the meaning ascribed to it in the Facility Agreement;
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Mortgaged Property		the property described in Schedule 1 to this Deed;
Original Security Agreement		the security agreement dated 21 December 2021 and granted by (<i>inter alios</i>) the Chargor in favour of the Lender; and
Relevant Contract		<p>(a) any document appointing a Managing Agent in respect of the Mortgaged Property;</p> <p>(b) any document appointing a Development Asset Manager in respect of the Mortgaged Property;</p> <p>(c) any Development Document in respect of the Mortgaged Property;</p> <p>(d) any Contract for Sale in respect of the Mortgaged Property;</p> <p>(e) any Acquisition Document in respect of the Mortgaged Property; and</p> <p>(f) any other document designated as such by the Lender and the Chargor.</p>

1.2 Terms defined in Original Security Agreement

Unless the context requires otherwise or unless otherwise defined in this Deed, words and expressions defined in the Facility Agreement and the Original Security Agreement shall have the same meanings when used in this Deed.

1.3 Application of provisions in Original Security Agreement

Clauses 1.2 (*Construction*), 1.3 (*Third Party Rights*), 2.1 (*General*), Clause 3 (*Representations and Warranties*) to Clause 23 (*Remedies and Waivers*) (inclusive) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modification as if they were set out in full in this Deed.

2 FIXED SECURITY

2.1 The Chargor, as continuing security for the payment and discharge of the Secured Liabilities in the manner provided for in the Finance Documents:

- (a) charges to the Lender by way of first legal mortgage all its right, title, benefit and interest in, to and under:
 - (i) the Mortgaged Property;
 - (ii) the proceeds of sale of the Mortgaged Property; and
 - (iii) all licenses to enter upon or use the Mortgaged Property and the benefits of all agreements relating to the Mortgaged Property;
- (b) to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 2.1 above, charges in favour of the Lender by way of first fixed charge all its rights, title, benefit and interest (both present and future) in, to and under each of the following including all rights of enforcement of the same:
 - (i) (to the extent not assigned pursuant to Clause 2.2) any agreement relating to the acquisition of the Mortgaged Property and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents now or hereafter in existence in relation to the Mortgaged Property;
 - (ii) all plant and machinery now or in the future belonging to it and its interest in any plant or machinery in its possession and in all Fixtures, in each case on the Mortgaged Property;
- (c) charges in favour of the Lender by way of a first fixed charge all its rights, title, benefit and interest (both present and future) in, to and under:
 - (i) (to the extent not assigned pursuant to Clause 2.2) all of its benefits, claims and returns of premiums in respect of the Insurances;
 - (ii) (to the extent not assigned pursuant to Clause 2.2) its rights under any appointment of any managing agent or other premises and/or asset manager of the Mortgaged Property or the premises from time to time;

- (iii) all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the Mortgaged Property and the right to recover and receive all compensation which may be payable to it;
- (iv) to the extent vested in it, all agreements, contracts, building contracts, deeds, appointments, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Lender to perfect its rights under this Deed or any of the foregoing documents) entered into by or given to the Chargor or given or made by any building contractors, professional advisers or any other person in relation to the Mortgaged Property, including all rights and remedies available to the Chargor against such persons and any rewards or judgements paid or payable to the Chargor;
- (v) any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on the Mortgaged Property) and any other intellectual property assets or rights;
- (vi) (to the extent not assigned pursuant to Clause 2.2) each Relevant Contract; and
- (vii) all assets which are specified in Clause 2.2 below and are not capable of assignment.

2.2 The Chargor assigns and agrees to assign to the Lender absolutely as continuing security for the payment, performance and discharge of the Secured Liabilities all of its right, title, benefit and interest (both present and future) in, to and under:

- (a) all Rental Income (including, for the avoidance of doubt, all future Rental Income) and any guarantee of any such Rental Income in its favour contained in or relating to any Occupational Lease or otherwise in respect of the Mortgaged Property;
- (b) all Occupational Leases of all or any part of the Mortgaged Property;
- (c) all its rights (if any) under any Insurances relating to the Mortgaged Property to which the Chargor is otherwise entitled (including any claims or payments under, and returns of premiums in respect of, the Insurances);

- (d) all licences held now or in the future in connection with the business carried on upon all or any part of the Mortgaged Property and also the right to recover and receive all compensation which may at any time become payable to the Chargor under the Licensing Act 1964 or any similar legislation; and
- (e) each Relevant Contract (and in respect of any Development Document, other than to the extent that such security assignment of such Development Document would result in a reduction in the number of assignments permitted under such Development Document without first requiring the consent of the relevant counterparty to less than two).

2.3 To the extent that any such right, title, benefit and interest described in Clause 2.2 is not assignable or capable of assignment, such assignment purported to be effected by Clause 2.2 shall operate, as continuing Security for the payment, discharge, performance and satisfaction of the Secured Liabilities, as an assignment of any and all proceeds of such right, title, benefit or interest paid or payable thereunder save for any proceeds or other amounts properly payable to any third party and to which the Chargor has no right, title, benefit or interest.

3 THE LAND REGISTRY

3.1 The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"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 [●] referred to in the charges register or their conveyancer. (Standard Form P)".

3.2 The Chargor consents to the registration of a notice against the Register of Title relating to any Mortgaged Property registered at the Land Registry that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

4 GOVERNING LAW AND ENFORCEMENT

4.1 Law

This Deed (and any non-contractual obligations arising out of or in connection with it) are governed by, and shall be construed in accordance with, English law.

4.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with it) (a "Dispute").
- (b) The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Deed will argue to the contrary.
- (c) Notwithstanding Clause 4.1, neither the Lender nor any receiver or Delegate shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender and any Receiver or Delegate may take concurrent proceedings in any number of jurisdictions.

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 SECURITY DOCUMENTS

This Deed is a Security Document and a Finance Document.

7 ORIGINAL SECURITY AGREEMENT

Save as supplemented hereby, the Original Security Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS whereof this Deed has been executed and delivered as a deed by each of the parties hereto the day and year first before written.

Schedule 1

Mortgaged Property

Property	Freehold/Leasehold	Title Number(s)
The land at Copley Close, Ealing, London (as shown edged red on the plans annexed at Schedule 2 herein) and which is to be demised pursuant to a lease dated on or about the date of this Deed and made between (1) THE COUNCIL OF THE LONDON BOROUGH OF EALING (as landlord) and (2) BROADWAY LIVING RP LIMITED (as tenant)	Leasehold	To be allocated out of title number NGL76586

Schedule 2

Plans

The Common Seal of
THE COUNCIL OF THE LONDON
BOROUGH OF EALING was
Hereunto affixed in the presence of:
J. Adams
Authorised Officer

LIBE SEAL BOOK
Vol 8 No 618 12022

① Block
1:500

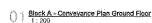


N

9 JM

Project Name: **Copley Close Phase 6**
 Location: **Block A - Plots 01-25 -
 Conveyance Plan**
 Date of Release: **2020-01-24 10:00:00 -0500**
 Date: **2020-01-24 10:00:00 -0500**
 Title: **INFORMATION**
 Version: **1.0**

[illegible]



Extent of Block



Address:
Flats 01-25
6-40 Blacklock Court
Coxley Close
Harrow, London
W7 1EB

The Common Seal of
THE COUNCIL OF THE LONDON
BOROUGH OF EALING was
Hereunto affixed in the presence of: Vol. 8 No. 618 / 2022
C. Adams
Authorised Officer

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002	05-11-2010	002
003	06-11-2010	003
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081	23-01-2011	081

Q. What is the purpose of the information?

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10/10/2016 10:52:52 AM

SIGNATORIES TO THE SUPPLEMENTAL SECURITY AGREEMENT

THE CHARGOR


EXECUTED as a DEED by BROADWAY LIVING RP LIMITED

acting by

a Director


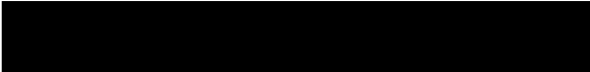
in the presence of:

...
Director


Witness Signature

JULIA MOULDER

Witness Name



Witness Address

Consultant

Witness Occupation

THE LENDER

Executed as a deed by affixing
the common seal of **THE COUNCIL**
OF THE LONDON BOROUGH OF EALING
in the presence of

)
)
)
)

LBE SEAL BOOK
Vol 8 No 618 / 2022



Authorised Signatory