



**Registration of a Charge**

Company Name: **EASTBROOK FACILITIES LIMITED**

Company Number: **03817295**



Received for filing in Electronic Format on the: **13/10/2023**

XCE261GA

**Details of Charge**

Date of creation: **10/10/2023**

Charge code: **0381 7295 0006**

Persons entitled: **LLOYDS BANK PLC (FORMERLY KNOWN AS LLOYDS TSB BANK PLC)  
AS SECURITY TRUSTEE (AS DEFINED IN THE INSTRUMENT EVIDENCING  
THE CHARGE ACCOMPANYING THIS FORM MR01)**

Brief description:

**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: **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:

**JAMES WILSON ON BEHALF OF DENTONS UK AND MIDDLE EAST  
LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3817295

Charge code: 0381 7295 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th October 2023 and created by EASTBROOK FACILITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th October 2023 .

Given at Companies House, Cardiff on 18th October 2023

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** 10 October 2023

**Eastbrook Facilities Limited (formerly known as Kajima Cambridge Limited)**  
(the Chargor)

**Lloyds Bank plc (formerly known as Lloyds TSB Bank plc)**  
(the Security Trustee)

Dentons UK and Middle East LLP  
Quartermile One  
15 Lauriston Place  
Edinburgh  
EH3 9EP

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# Supplemental Security Agreement

**Dated** 10 October 2023

## Between

- (1) Eastbrook Facilities Limited (formerly known as Kajima Cambridge Limited), a company incorporated under the laws of England and Wales with registered number 03817295 having its registered office at Cannon Place, 78 Cannon Street, London EC4N 6AF (the **Chargor**); and
- (2) Lloyds Bank plc (formerly known as Lloyds TSB Bank plc) of 25 Gresham Street, London EC2V 7HN as trustee for the Secured Parties (the **Security Trustee**).

## Recitals

- A. This Deed is supplemental to the Security Agreement.
- B. It is a requirement of the Finance Documents that the Chargor enters into this Deed.
- C. On 23 January 2006, The Governor and Company of the Bank of Scotland assigned, novated and transferred all of its obligations under the Finance Documents to Lloyds TSB Bank plc pursuant to a deed of novation between (amongst others) the Chargor, The Governor and Company of the Bank of Scotland (as retiring security trustee) and Lloyds TSB Bank plc (as new security trustee).
- D. On 23 September 2013, Lloyds TSB Bank plc changed its name to Lloyds Bank plc pursuant to a special resolution dated 18 September 2013 and delivered to Companies House on 23 September 2013.

## It is agreed

### 1 Definitions and interpretation

#### 1.1 Definitions

Words and expressions defined in the Security Agreement shall have the same meanings in this Deed unless they are expressly defined in it and, in addition, in this Deed:

**Further Contractual Rights** means the Chargor's rights and interests under the agreements described in Schedule 1 (*Agreements containing the Further Contractual Rights*).

**Security Agreement** means the Security Agreement dated 28 February 2002 as amended and supplemented by a deed of amendment and confirmation dated 21 February 2003 as further amended and supplemented by a supplemental security agreement dated 12 May 2003 between the Chargor and the Security Trustee.

#### 1.2 Interpretation

Clause 1.3 (Construction) of the Security Agreement shall apply to this Deed subject to any necessary changes.

## **2 Creation of Security**

### **2.1 Contractual Rights**

The Chargor assigns absolutely all right under all deeds and agreements to which it is a party (including the Further Contractual Rights listed in Schedule 1 (*Agreements containing the Further Contractual Rights*)).

## **3 Nature of Security created**

The Security created under this Deed is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities.
- (b) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as trustee for the Secured Parties; and
- (d) with full title guarantee.

## **4 Security to be included in Security Agreement**

For the purposes of this Deed and the Security Agreement and with effect from the date of this Deed:

- (a) the property and assets of the Chargor mortgaged, charged or assigned to the Security Trustee (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Security Assets; and
- (b) references in the Security Agreement to the Security created by or pursuant to the Security Agreement shall be deemed to include the Security created by or pursuant to this Deed.

## **5 Further assurance**

### **5.1 Registration at Companies House**

The Chargor consents to the registration of this Security Agreement at Companies House pursuant to Part 25 of the Companies Act 2006.

### **5.2 Further assurance**

Clause 18 (*Further assurance*) of the Security Agreement shall apply in relation to this Deed as if the reference in that clause to the Security Agreement were a reference to this Deed.

## **6 Tacking**

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Security Trustee confirms on behalf of the Lenders that the Lenders shall make further advances to the Chargor on the terms and subject to the conditions of the Finance Documents.

## **7 Notice of assignment**

The Chargor shall, promptly after execution of this Deed or promptly after granting a relevant contract referred to in Schedule 1 (*Agreements containing the Further Contractual Rights*) (as the case may be), serve notice of the assignment under this Deed substantially in the form set out in Schedule 2 (*Form of notice of assignment*) on each counterparty to the agreements described in Schedule 1 (*Agreements containing the Further Contractual Rights*).

## **8 General**

- 8.1 This Deed is a Finance Document and the Security Agreement shall continue in full force and effect as supplemented by this Deed.
- 8.2 The provisions of Clause 16 (*Expenses and Indemnity*) of the Security Agreement shall apply to this Deed as it applies to the Security Agreement.
- 8.3 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.
- 8.4 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 –Agreements containing the Further Contractual Rights

Agreement	Date	Parties
Extension and Amendment Agreement	30 July 2020	Eastbrook Facilities Limited Honeywell Control Systems Limited
Extension Letter Agreement	3 and 7 March 2023	Eastbrook Facilities Limited Honeywell Control Systems Limited
Lease	6 June 2022	Eastbrook Facilities Limited Transition Bio Limited
Lease (part first floor)	To be entered into	Eastbrook Facilities Limited The Secretary of State for Levelling Up, Housing and Communities
Lease (part ground floor)	To be entered into	Eastbrook Facilities Limited The Secretary of State for Levelling Up, Housing and Communities
Lease (part third floor)	To be entered into	Eastbrook Facilities Limited RAND Europe Community Interest Company

## Schedule 2 –Form of notice of assignment

To: The Directors  
\*\* [name and address of counterparty]

\*\* [date]

Dear Sirs,

\*\* [*insert name of agreement containing the Further Contractual Rights*] (the **Contract**)

This letter constitutes notice to you that under the Supplemental Security Agreement dated \*\* we have assigned by of security to Lloyds Bank plc (the "**Security Trustee**") all our rights in respect of the Contract.

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Trustee, its agent, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Security Trustee to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Trustee or as it directs.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Majority Lenders (such consent not to be unreasonably withheld or delayed). "Majority Lenders" is defined in the facility agreement dated 28 February 2002 between, among others, us and the Security Trustee.

This letter is governed by English law.

Please return one copy of this notice endorsed with your acknowledgement of the assignment to \*\* at \*\* (for the attention of \*\* ).<sup>1</sup>

Yours faithfully,

For and on behalf of

**Eastbrook Facilities Limited**

<sup>1</sup> Lloyds to confirm

We acknowledge receipt of this letter

SIGNED for and on behalf of

\*\*

\*\* [date]

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

Signature of witness:

Name of witness: Mr Peter Sheldrake

Address

.....

Signed for and on behalf of )  
**Lloyds Bank plc** )  
in its capacity as Security Trustee  
for each of the Finance Parties  
acting by

..... Authorised signatory

in the presence of:

..... (Signature)

..... (Print Name)

..... (Address)

.....

.....

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

Signature of witness: .....

Name of witness: .....

Address .....

.....

.....

Signed for and on behalf of )  
**Lloyds Bank plc** )  
in its capacity as Security Trustee  
for each of the Finance Parties  
acting by

[Redacted]

Authorised signatory

in the presence of:

JENNIFER ESPINER, ASSOCIATE DIRECTOR, AGENCY

[Redacted]

(Signature)

MICHAEL ESPINER

(Print Name)

[Redacted]

(Address)

.....