



Registration of a Charge

Company name: **NOS 6 Limited**

Company number: **06188983**



X618B5K8

Received for Electronic Filing: **28/02/2017**

Details of Charge

Date of creation: **17/02/2017**

Charge code: **0618 8983 0075**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (AS SECURITY AGENT FOR THE BENEFIT OF THE FINANCE PARTIES)**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS UNIT 4 (GROUND FLOOR) 55 LONDON ROAD, BOGNOR REGIS PO21 1DG AND REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER WSX252108**

Contains fixed charge(s).

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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6188983

Charge code: 0618 8983 0075

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2017 and created by NOS 6 Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2017 .

Given at Companies House, Cardiff on 1st March 2017

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 MORTGAGE DEED re NOS 4 Finance Parties

dated 17 February 2017

created by:

NOS 6 LIMITED as Chargor

in favour of

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as Security Agent

This Deed is made on 17 February 2017

Between

- 06188983 AC (with authority)
- (1) **NOS 6 LIMITED** (No. ~~05707122~~) whose registered office is at Internos Global, 65 Grosvenor Street, London, England W1K 3JH (the **Chargor**); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (the **Security Agent**, which expression includes its successors and assigns, as security for the benefit of the Finance Parties (as defined in the NOS 4 Facility Agreement)).

Background

- (A) Pursuant to the Fixed and Floating Security Document (as defined below), the Chargor charged by way of first legal mortgage, charged by way of first fixed charges, charged by way of first floating charge and assigned certain of its assets as security for the Liabilities.
- (B) the Chargor also provided a guarantee to the Security Agent dated 11 July 2013 in respect of a facility agreement dated on 6 April 2006 between, amongst others, (1) NOS 4 Limited (as borrower), (2) HSBC Bank plc (as arranger, lender, hedging bank and account bank) and (3) the Security Agent, as amended and/or amended and restated from time to time and most recently by an amendment and restatement agreement dated 21 November 2016, between amongst others, (1) NOS 4 Limited (as borrower), (2) HSBC Bank plc (as arranger, lender, hedging bank and account bank) (3) the Security Agent and (4) the Chargor (as guarantor) (the "bNOS 4 Facility Agreement").
- (C) In accordance with the terms of the Facilities Agreement (as defined below), the Chargor has acquired a further property and the Chargor has agreed to enter into this Deed.
- (D) The Security Agent and the Chargor intend this document to take effect as a deed (even though the Security Agent may only execute it under hand).

It is agreed

1. Interpretation

1.1 Definitions

Facilities Agreement means a facility agreement dated 5 September 2008 between amongst others (1) the Chargor, as borrower, (2) HSBC Bank plc, as arranger and (3) the Security Agent, and as amended and restated from time to time, most recently by an amendment and restatement agreement dated 21 November 2016, between amongst others (1) The Chargor, as borrower (2) HSBC Bank plc, as arranger and (3) the Security

In this Deed, unless a contrary indication appears, terms used in the Fixed and Floating Security Document dated 16 July 2013 between the Chargor and the Security Agent (the **Fixed and Floating Security Document**) have the same

meaning and construction and **Mortgaged Property** means the Real Property specified in the schedule hereto (The Property).

1.2 Construction

The provisions in Clause 1.2 (Construction) of the Facilities Agreement apply to this Deed with all necessary changes.

1.3 Third Party Rights

A person who is not Party under the Contracts (Rights of Third Parties Act) 1999 to enforce or to enjoy the benefit of any term, of this Deed.

1.4 Incorporation of provisions

Clauses 5.3 (Further Assurance), 14 (Enforcement), 15 (Appointment and Rights of Receivers), 19 (Power of Attorney), 22 (Saving provisions), 23 (Discharge of Security), 24.2 (Value added tax) and 31 (Governing Law) of the Fixed and Floating Security Document are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, and all references to the Fixed and Floating Security Document in those Clauses are deemed as references to this Deed.

1.5 Miscellaneous

A reference in this Deed to a Charge of any Real Property includes:

- (a) all buildings and fixtures on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the charge in respect of the property or any monies payable in respect of those covenants.

1.6 Supplemental

This Deed is supplemental to the Fixed and Floating Security Document.

2. Fixed Charges

2.1 Fixed charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent by way of first legal mortgage, the Mortgaged Property.

2.2 Confirmation

The Chargor confirms that as security for the payment of all Liabilities:

- (a) it has charged to the Security Agent by way of first fixed charge the assets relating to the Mortgaged Property specified in Clause 3.1(b) (Creation of fixed Charges) of the Fixed and Floating Security Document; and
- (b) it has charged to the Security Agent the assets relating to the Mortgaged Property referred to in Clause 3.2 (Assignments) of the Fixed and Floating Security Document.

2.3 Notice of assignment

The Chargor shall give notice of the assignments in Clause 3.2 (Assignments) of the Fixed and Floating Security Document to the extent that they relate to the Mortgaged Property:

- (a) on the date of this Deed, substantially in the form set out in schedule 5 (Form of Notice of Assignment of Insurances) and schedule 6 (Form of Notice of Assignment of Assigned Contracts) to the Fixed and Floating Security Document; and
- (b) following the occurrence of a Default which is continuing, substantially in the form set out in schedule 3 (Form of Notice of Assignment to tenants of Occupational Leases)

and, in each case, shall use its best endeavours to ensure that each recipient of any notice promptly signs and returns the form of acknowledgement requested under that notice.

3. Land Registry

In respect of the Mortgaged Property specified in the Schedule:

the Chargor applies to the Chief Land Registrar for a restriction to be entered on each of those Titles in the following terms:

"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 Supplemental Mortgage dated [] in favour of HSBC Corporate Trustee Company (UK) Limited referred to in the Charges Register, or, if appropriate, signed on such proprietor's behalf by its secretary and conveyancer"

4. Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signature on the counterparts were on a single copy of this Deed.

5. **Governing Law**

This Deed is governed by English law.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE

THE PROPERTY

Leasehold property known as Unit 4 (Ground Floor) 55 London Road, Bognor Regis PO21 1DG and registered at the Land Registry with Title Number WSX252108.

CHARGOR

Executed as a deed by)
NOS 6 Limited)
acting by one director in the presence of a)
witness:)



Director

Witness signature:



Name:

ROBERT LEADBETTER

Address:



Occupation:

PORTFOLIO MANAGER .

Address:

c/o Internos Global Investors Limited
65 Grosvenor Street
London W1K 3JH

Fax No: +44 (0)20 7355 8801

Attention: Steve Faber

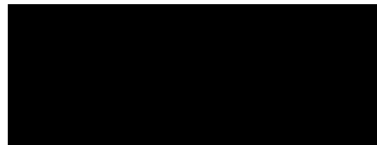
CHARGE

Executed as a deed by

HSBC Corporate Trustee Company

(UK) Limited acting by a director or duly
authorised attorney in the presence of:

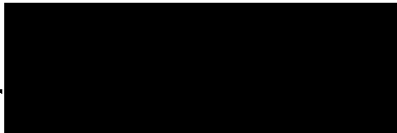
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Director/Attorney

Witness:

Signature



Name Chloe Slattery.....

HSBC Bank plc
8 Canada Square

Address London
E14 5HQ.....

Address:

8 Canada Square
London
E14 5HQ

Fax No: +44 (0) 20 7991 4350

Attention: CTLA Trustee Services
Administration