



Registration of a Charge

Company name: **METRIC GP INCOME PLUS LIMITED**

Company number: **07780013**



X4KFZ1F4

Received for Electronic Filing: **18/11/2015**

Details of Charge

Date of creation: **10/11/2015**

Charge code: **0778 0013 0013**

Persons entitled: **DEUTSCHE PFANDBRIEFBANK AG AS SECURITY TRUSTEE**

Brief description: **FREEHOLD LAND ON THE WEST SIDE OF PYEWIPE ROAD, GRIMSBY -
TITLE NO.: HS379712; FREEHOLD LAND ON THE NORTH EAST SIDE OF
SPEKE ROAD, GARSTON, LIVERPOOL L19 5NY - TITLE NO.: MS375063.**

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7780013

Charge code: 0778 0013 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th November 2015 and created by METRIC GP INCOME PLUS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th November 2015 .

Given at Companies House, Cardiff on 19th November 2015

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 Legal Mortgage

Metric Income Plus Limited Partnership (acting by its general partner Metric GP Income Plus Limited)

and

Metric GP Income Plus Limited (as trustee for Metric Income Plus Limited Partnership)

and

Metric Income Plus Nominee Limited (as trustee for Metric Income Plus Limited Partnership)

as Chargors

and

Deutsche Pfandbriefbank AG

as Security Agent

10 November 2015

CONTENTS

| CLAUSE | PAGE |
|--|------|
| 1. INTERPRETATION AND CONSTRUCTION..... | 1 |
| 2. CHARGING CLAUSE..... | 1 |
| 3. INCORPORATION | 2 |
| 4. LAND REGISTRY | 2 |
| 5. CONTINUATION..... | 3 |
| 6. REPRESENTATION..... | 3 |
| 7. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS | 3 |
| 8. FINANCE DOCUMENT..... | 3 |
| 9. GOVERNING LAW..... | 3 |
| 10. ENFORCEMENT | 3 |
| SCHEDULE | 4 |
| The Properties | 4 |

THIS DEED is made on 10 November 2015

BETWEEN:

- (1) **METRIC INCOME PLUS LIMITED PARTNERSHIP**, (a limited partnership registered under the Limited Partnerships Act 1907 with registered number LP 14656) acting by its general partner **METRIC GP INCOME PLUS LIMITED**, a company incorporated in England and Wales (registered number 7780013) (the "**Borrower**");
- (2) **METRIC GP INCOME PLUS LIMITED** (a company incorporated in England and Wales with registered number 7780013) as trustee of **METRIC INCOME PLUS LIMITED PARTNERSHIP**;
- (3) **METRIC INCOME PLUS NOMINEE LIMITED** (a company incorporated in England and Wales with registered number 8237755) as trustee of **METRIC INCOME PLUS LIMITED PARTNERSHIP**; and
- (4) **DEUTSCHE PFANDBRIEFBANK AG** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

(1) to (3) together the "**Chargors**" and each a "**Chargor**".

RECITALS:

- (A) This deed is supplemental to a debenture dated 8 November 2012 (the "**Original Debenture**") between the Chargors and the Security Agent.
- (B) The Chargors have acquired an interest in the properties specified in the schedule to this deed (together the "**Properties**" and each a "**Property**") and are required to enter into this deed by clause 6 (Further Assurance) of the Original Debenture.
- (C) This deed is supplemental to the Original Debenture and it is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

THE PARTIES AGREE as follows:

1. INTERPRETATION AND CONSTRUCTION

- 1.1 Words and expressions defined in the Original Debenture and in the Facility Agreement (itself defined in the Original Debenture as amended on 8 November 2013, and as amended and restated on 18 September 2014) have, unless expressly defined in this deed or the context requires otherwise, the same meaning in this deed.
- 1.2 The provisions of clause 1.2 (Construction) and 1.4 (Other References) of the Original Debenture apply to this deed as though they were set out in full in this deed except that references to the Original Debenture are to be construed as references to this deed.

2. CHARGING CLAUSE

- 2.1 Each Chargor, as continuing security for the payment of the Secured Liabilities, charges in favour of the Security Agent by way of first ranking security with full title guarantee and by way of first legal mortgage, each Property together with all buildings and fixtures (including trade fixtures) on the relevant Property.
- 2.2 Each Chargor, as continuing security for the payment of the Secured Liabilities assigns absolutely by way of first ranking security with full title guarantee to the Security Agent all its rights, title and interest from time to time in any Rental Income relating to the Properties provided that on payment or discharge in full of the Secured Liabilities the

Security Agent will at the request and cost of the relevant Chargor re-assign the relevant rights, title and interest in the Rental Income to the relevant Chargor.

2.3 Each Chargor confirms that, as continuing security for the payment of all the Secured Liabilities:

- (a) It has charged in favour of the Security Agent by way of fixed charge the assets relating to the relevant Property and referred to in clause 4.1(c) (Fixed Charges) of the Original Debenture; and
- (b) It has assigned to the Security Agent by way of security the assets relating to the relevant Property and referred to in clause 4.3 (Security Assignment) of the Original Debenture including (but not limited to) the relevant sale and purchase agreements.

2.4 Each Chargor shall on the date of this deed give notice of the charges and assignments in clause 2.2 and 2.3 (Charging Clause) to the extent that they relate to the Properties substantially in the form set out in schedule 3 and schedule 5 of the Original Debenture (as appropriate) and will provide evidence to the Security Agent as to the serving of such notices, and shall use all reasonable endeavours to ensure that each recipient of any notice promptly signs and returns the form of acknowledgement requested under that notice.

3. **INCORPORATION**

3.1 The provisions of clauses 5 (Continuing Security) to clause 25 (Governing Law and Jurisdiction) (both inclusive) of the Original Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed and references in the Original Debenture to "a Chargor" shall be deemed to be references to each Chargor.

3.2 References in the Original Debenture to "**this deed**", "**hereof**", "**hereunder**" and expressions of similar import shall be deemed to be references to the Original Debenture as amended by this deed and to this deed.

4. **LAND REGISTRY**

4.1 Each Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of each Property on the prescribed Land Registry form and in the following or substantially similar 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 charge dated [**date**] in favour of ●."

4.2 Subject to the terms of the Facility Agreement, the Lenders are under an obligation to make further advances to the Borrower (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. The Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of each Property that there is an obligation to make further advances on the security of the registered charge.

4.3 Each Chargor certifies that the security created by this deed does not contravene any of the provisions of its memorandum or articles of association or any of the terms of the Limited Partnership Agreement (as applicable).

4.4 Each Chargor hereby irrevocably undertakes to ensure the registration of particulars of this deed at Companies Registry in England and Wales under section 860 of the Companies Act 2006 and promptly pay all appropriate registration fees, or if the Security

Agent gives notice to any Chargor that the Security Agent will submit the relevant forms to the Companies Registry, the relevant Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees.

5. CONTINUATION

5.1 The Original Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the Original Debenture and this deed shall be read and construed together.

5.2 This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Secured Liabilities and this security may be enforced against any Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

6. REPRESENTATION

Each Chargor, on the date of this deed, makes the representations set out in clause 19.27 (a) to (c) in the Facility Agreement.

7. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

Each Chargor shall not:

- (a) create or agree to create or permit to subsist any Security Interest over all or any part of any of the Properties;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of any Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of any Property,

except as permitted by the Facility Agreement or with the prior consent of the Security Agent.

8. FINANCE DOCUMENT

This document is hereby designated a Finance Document.

9. GOVERNING LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

10. ENFORCEMENT

- (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 agreement) (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.

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

SCHEDULE

The Properties

| Property description | Title number | Interest | Owner of legal title | Owner of beneficial title |
|---|--------------|----------|--|--|
| Land on the west side of Pyewipe Road, Grimsby | HS379712 | Freehold | Metric GP Income Plus Limited and Metric Income Plus Nominee Limited as trustees for Metric Income Plus Limited Partnership | Metric Income Plus Limited Partnership |
| Land on the north east side of Speke Road, Garston, Liverpool L19 5NY | MS375063 | Freehold | Metric GP Income Plus Limited and Metric Income Plus Nominee Limited as trustees for Metric Income Plus Limited Partnership | Metric Income Plus Limited Partnership |

SIGNATORIES

Executed as a deed by)
METRIC INCOME PLUS LIMITED)
PARTNERSHIP)
acting through its general partner)
METRIC GP INCOME PLUS LIMITED
acting by R. HOWELL in the
presence of:

Signature of director

Signature of witness

Name of witness Andrea Thompson

Address of witness 1 Curzon Street, London, W1J 5HB

Occupation of witness

Executed as a deed by)
METRIC GP INCOME PLUS LIMITED)
acting as trustee for **METRIC INCOME**)
PLUS LIMITED PARTNERSHIP acting)
by R. HOWELL in the presence of:

Signature of director

Signature of witness

Name of witness Andrea Thompson

Address of witness 1 Curzon Street, London, W1J 5HB

Occupation of witness

Executed as a deed by)
METRIC INCOME PLUS NOMINEE)
LIMITED acting as trustee for **METRIC**)
INCOME PLUS LIMITED)
PARTNERSHIP acting
by R. Howell in the presence of:

Signature of director

Signature of witness

Name of witness

..... **Andrea Thompson**

Address of witness

..... **1 Curzon Street, London, W1J 5HB**

Occupation of witness

..... ..

Security Agent

Signed by

)

Authorised signatory
for and on behalf of

)

DEUTSCHE PFANDBRIEFBANK AG

)

)

)

Signed by

Authorised signatory
for and on behalf of

DEUTSCHE PFANDBRIEFBANK AG