



Registration of a Charge

Company Name: **KNIGHT DRAGON STRATEGIC INVESTMENTS LIMITED**

Company Number: **10407981**



Received for filing in Electronic Format on the: **29/10/2021**

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Details of Charge

Date of creation: **25/10/2021**

Charge code: **1040 7981 0016**

Persons entitled: **THE BANK OF EAST ASIA, LIMITED (ACTING THROUGH ITS LONDON BRANCH)**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS 1001, 10 CUTTER LANE, LONDON SE10 0XY.**

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 WLG (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10407981

Charge code: 1040 7981 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2021 and created by KNIGHT DRAGON STRATEGIC INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2021 .

Given at Companies House, Cardiff on 1st November 2021

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 25 October 2021

- (1) **KNIGHT DRAGON STRATEGIC
INVESTMENTS LIMITED**
as Chargor

- (2) **THE BANK OF EAST ASIA, LIMITED
(ACTING THROUGH ITS LONDON
BRANCH)**
as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT
in respect of a Security Agreement dated 25 October 2021



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THIS SUPPLEMENTAL SECURITY AGREEMENT is made by way of deed on 25 October 2021

BETWEEN:

- (1) **KNIGHT DRAGON STRATEGIC INVESTMENTS LIMITED**, a limited liability company registered in England and Wales (registered number 10407981) whose registered office is at Level 9, 6 Mitre Passage, Greenwich Peninsula, London, England, SE10 0ER (the "**Chargor**"); and
- (2) **THE BANK OF EAST ASIA, LIMITED (acting through its London Branch)**, a company incorporated in Hong Kong with limited liability and registered in England and Wales in accordance with Part 34 of the Companies Act 2006 (Reg. Co. No. FC15033) and having a branch established at 75 Shaftesbury Avenue, London W1D 5BB (registered number BR001344), as security trustee for the Secured Parties (as defined below) (the "**Security Agent**", which expression shall include all successors, assignees and transferees from time to time).

WHEREAS:

- (A) The Chargor enters into this Deed in connection with the Facility Agreement (as defined below) and clauses 14 (*Further Assurances*) and 17.4 (*Land*) of the Security Agreement (as defined below).
- (B) The Chargor enters into this Deed to secure the payment, performance and discharge of the Secured Liabilities (as defined below).
- (C) The Chargor's directors are satisfied that entering into and performing this Deed is in the best interests, and for the commercial purposes and corporate benefit, of the Chargor's business.
- (D) It is intended by the parties hereto that this document take effect as a deed notwithstanding the fact that the Security Agent may execute this document under hand.
- (E) This Deed is supplemental to the Security Agreement (as below).

NOW THIS DEED WITNESSES AND IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

"Facility Agreement" means the facility agreement dated 25 October 2021 between, among others, (1) the Chargor as Borrower and (2) The Bank of East Asia, Limited as Arranger, Agent, Security Agent and Original Lender (as varied, amended, restated, novated, supplemented, extended, modified and/or replaced from time to time);

"Mortgaged Property" means all freehold, commonhold and leasehold property described in Schedule 1 to this Deed;

"Security Agreement" the security agreement dated 25 October 2021 made

between the Chargor and the Security Agent;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor and each other Transaction Obligor to the Secured Parties under each Finance Document and to a Hedging Counterparty under any Hedging Agreement and to the Original Lender under the Existing Unit Loan Agreements; and

"Supplemental Charged Assets" means the assets and undertaking of the Chargor from time to time mortgaged, charged or assigned (or intended to be mortgaged, charged or assigned) by way of fixed and/or floating security or other Security under this Deed as security for the payment, performance or discharge of all or any part of the Secured Liabilities, and **"Supplemental Charged Asset"** shall be construed accordingly.

1.2 Construction

1.2.1 Capitalised terms defined in the Facility Agreement and the Security Agreement have the same meaning when used in this Deed unless otherwise defined herein.

1.2.2 Clauses 1.2 (*Construction*), 1.3 (*Avoidance*), 2.3 (*Title Guarantee*), 4 (*Provisions as to Security*) to 19 (*Notices*) (inclusive, other than clauses 6.9, 17.1, 17.2, and 17.3) and Clause 23 (*Third party Rights*) of the Security Agreement shall apply to this Deed as if they were set out in full in this Deed, except that references to the Deed therein will be construed as references to this Deed.

1.3 Disposition of Property

The terms of the other Finance Documents and of any agreement, document or side letter between the parties thereto are incorporated into each Finance Document (including this Deed) to the extent required for any purported disposition of any Mortgaged Property or any part thereof and any other relevant Supplemental Charged Asset contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. FIXED SECURITY

2.1 Charges

The Chargor, as continuing security for the payment, performance and discharge of all the Secured Liabilities and in the manner specified in Clause **Error! Reference source not found.:**

2.1.1 charges in favour of the Security Agent by way of first legal mortgage:

2.1.1.1 the Mortgaged Property;

2.1.1.2 the proceeds of sale of the Mortgaged Property; and

2.1.1.3 all licenses to enter upon or use the land and the benefits of all agreements relating to the Mortgage Property;

- 2.1.2 to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 2.1.1, charges in favour of the Security Agent by way of a first fixed charge all its rights, title, benefit and interest (both present and future) in, to and under:
- 2.1.2.1 (to the extent not assigned pursuant to Clause 2.2.1) 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; and
 - 2.1.2.2 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;
- 2.1.3 charges in favour of the Security Agent by way of a first fixed charge all its rights, title, benefit and interest (both present and future) in, to and under:
- 2.1.3.1 (to the extent not assigned pursuant to Clause 2.2.1) all of its benefits, claims and returns of premiums in respect of the Insurances relating to the Mortgaged Property;
 - 2.1.3.2 (to the extent not assigned pursuant to Clause 2.2.1) its rights under any appointment of any managing agent and/or asset manager and/or development manager of the Mortgaged Property;
 - 2.1.3.3 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;
 - 2.1.3.4 (to the extent not assigned pursuant to Clause 2.2.1) to the extent vested in it, of all building contracts, professionals' appointments, guarantees, warranties and representations 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 it against such persons;
 - 2.1.3.5 any patents, trademarks, 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;
 - 2.1.3.6 all assets which are specified in Clause 2.2 and are not capable of assignment and not otherwise charged pursuant to this Clause 2.1.

2.2 Assignment

- 2.2.1 The Chargor, in the manner specified in Clause **Error! Reference source not found.** of this Deed, assigns and agrees to assign to the Security Agent 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:
- 2.2.1.1 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, Lease Document (including any lease thereunder) or otherwise in respect of the Mortgaged Property;

- 2.2.1.2 all Occupational Leases or any other leases pursuant to a Lease Document of all or any part of the Mortgaged Property;
- 2.2.1.3 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);
- 2.2.1.4 all agreements, 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 Security Agent to perfect its rights under this Deed or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other document) entered into by or given to the Chargor in respect of the Mortgaged Property or any other Supplemental Charged Assets including all:
 - 2.2.1.4.1 claims, remedies, awards or judgements paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above); and
 - 2.2.1.4.2 guarantees, warranties, bonds and representations given or made by, and any rights or remedies against, any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any Fixture;

in each case, relating to all or any part of the Mortgaged Property or such Supplemental Charged Assets;
- 2.2.1.5 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.

2.2.2 To the extent that any such right, title, benefit and interest described in Clause 2.2.1 is not assignable or capable of assignment, such assignment purported to be effected by Clause 2.2.1 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. MISCELLANEOUS

3.1 Covenant to Pay

- 3.1.1 The Chargor covenants with and undertakes to the Security Agent that it shall on demand pay, perform or discharge all the Secured Liabilities on the due date or dates therefor.
- 3.1.2 The Chargor covenants with and undertakes to the Security Agent to pay interest on the Secured Liabilities (to the extent not otherwise charged pursuant to the Facility Agreement) on demand until full discharge (whether before or after judgement, liquidation, winding-up, bankruptcy, or administration (whether out of court or otherwise)), such interest to accrue from day to day (on the basis of a 365 day year)

calculated at the Default Rate of interest. The Security Agent may compound interest if it is not paid when due.

3.2 Restrictions on dealings

The Chargor shall not save as otherwise expressly permitted by or consented to under the Finance Documents:

- 3.2.1 create or permit to subsist any Security of whatsoever nature or in relation to any Supplemental Charged Asset other than any Security created by this Deed; nor
- 3.2.2 (whether by a single transaction or a number of related transactions, and whether at the same time or over a period of time) sell, transfer, novate, grant (including granting any option), declare a trust of, lease (other than the grant of Lease Documents in accordance with the Finance Documents), licence or otherwise dispose of (or purport to do any of the foregoing) any Supplemental Charged Asset or any part thereof or permit the same to occur; nor
- 3.2.3 do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Security Agent of the Security constituted hereby and/or the value of the Supplemental Charged Assets; nor
- 3.2.4 sell or otherwise dispose of any of its assets on terms whereby such asset is or may be leased to or re-acquired or acquired by it, or any other member of its group or sell or otherwise dispose of any of its receivables on recourse terms.

3.3 The Land Registry

The Chargor shall, at the direction of the Security Agent, promptly apply on Form RX1 to the Land Registry (and the Chargor hereby consents to any such application being made by the Security Agent) for a restriction in the following terms to be entered on the registers of each title of any such property registered at the Land Registry in its name and against which this Deed may be noted (including, without limitation, the Mortgaged Property):

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without either:

- (i) *a written consent signed by the proprietor for the time being of the charge dated 25 October 2021 in favour of The Bank of East Asia, Limited referred to in the charges register or his conveyancer; or*
- (ii) *a certificate signed by a conveyancer that the provisions of clause 21.4 of the facility agreement dated 25 October 2021 between, amongst others, Knight Dragon Strategic Investments Limited and The Bank of East Asia, Limited have been complied with."*

3.4 Tacking

The obligation (if any) on the part of the Security Agent (as Lender) to make further advances to the Chargor under the Facility Agreement is deemed to be incorporated in this Deed as if set out in this Deed. The Chargor shall promptly apply on form CH2 (and the Chargor hereby consents to any such application being made by the Security Agent) to the Land Registry for a note of such obligation to be entered on the registers of each title of all present and future registered freehold, commonhold and leasehold property of the Chargor (including, without limitation, the Mortgaged Property).

3.5 **Security Agreement**

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

4. **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.

5. **GOVERNING 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.

6. **ENFORCEMENT**

6.1 **Jurisdiction**

6.1.1 The courts of England and Wales 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**").

6.1.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Deed will argue to the contrary.

6.1.3 This Clause 6.1 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

6.1.4 The Chargor hereby irrevocably and unconditionally:

6.1.4.1 waives any objection to the jurisdiction of the English courts dealing with (and agrees not to raise or claim immunity from) any proceedings for such enforcement of this Deed (and shall ensure that no such claim is made on its behalf);

6.1.4.2 consents to the issue of any process, or the giving of any relief, in connection with those proceedings;

6.1.4.3 waives all immunity from suit, attachment and/or execution, that it or its assets may now or in the future have; and

6.1.4.4 expressly consents to and acknowledges the terms of this Clause 6.1.

IN WITNESS of which this document has been duly executed and delivered as a deed by each of the parties on the day and the year first stated above.

SCHEDULE 1
MORTGAGED PROPERTY

	Address of Property	Title Number	Tenure
1.	1001, 10 Cutter Lane, London SE10 0XY	N/A – grant of a new lease	Leasehold – expiring 6 June 2254

EXECUTION PAGES

The Chargor

Executed as a deed by KNIGHT
DRAGON STRATEGIC
INVESTMENTS LIMITED acting by a
director in the presence of a witness:


.....
Director

JONATHAN RANN
.....
Print Name

In the presence of:

Witness Signature:


.....

Witness Name (BLOCK CAPITALS):

SONNY STEWART

Witness Occupation:

TRAINEE SOLICITOR

Witness Address:

.....
Forsters LLP, Solicitors
31 Hill Street, London W1J 5LS
.....

Address for notices:

Address: Level 9, 6 Mitre Passage, Greenwich Peninsula, London, England, SE10 0ER

Attention: Farlane Harris

E-mail: fharris@knightdragon.com

The Security Agent

SIGNED as a **DEED** by
THE BANK OF EAST ASIA, LIMITED,
a company incorporated in Hong Kong,
acting by

Efstathia Gkremouti

Heng Sim

who, in accordance with the laws of that territory, are
acting under the authority of the company

Signature in the name of the company

THE BANK OF EAST ASIA, LIMITED,

Signature of Authorised signatories



Address for notices:

Address: 75 Shaftesbury Avenue, London, W1D 5BB

Attention: Katherine Cheng

Email: chengk@hkbea.co.uk