



Registration of a Charge

Company Name: **TPIF (PORTFOLIO NO. 1) NOMINEE LIMITED**

Company Number: **10581420**



Received for filing in Electronic Format on the: **13/04/2022**

XB1THYVV

Details of Charge

Date of creation: **06/04/2022**

Charge code: **1058 1420 0006**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT**

Brief description: **UNIT 3, R-EVOLUTION AT THE AMP, BRINDLEY WAY, CATCLIFFE, ROTHERHAM (S60 5WG) AND LAND AT ADVANCED MANUFACTURING PARK, BRUNEL WAY, CATCLIFFE, ROTHERHAM TITLE NUMBERS: SYK625864; AND SYK666694**

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: **DAVID PARRY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10581420

Charge code: 1058 1420 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th April 2022 and created by TPIF (PORTFOLIO NO. 1) NOMINEE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th April 2022 .

Given at Companies House, Cardiff on 21st April 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**

EVERSHEDS
SUTHERLAND

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

Eversheds Sutherland (International) LLP

Date: 12 April 2022

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

**Eversheds Sutherland
(International) LLP**
115 Colmore Row
Birmingham
B3 3AL
United Kingdom

T: +44 20 7497 9797
F: +44 20 7919 4919
DX 13004 Birmingham

eversheds-sutherland.com

Dated: 06 April 2022

- (1) TPIF (Portfolio No.1) LP acting by its general partner TPIF (Portfolio No.1) GP LLP
- (2) TPIF (Portfolio No.1) GP LLP
- (3) TPIF (Portfolio No.1) Nominee Limited
- (4) Barclays Bank PLC as Security Agent

Supplemental Mortgage

Supplemental to a security agreement dated 19 November 2019

This Supplemental Mortgage is made on 06 April 2022 between:

- (1) **THE PARTIES** listed in Schedule 2 (*The Chargors*) as chargors (the "**Chargors**"); and
- (2) **BARCLAYS BANK PLC** as security trustee for each Secured Party (the "**Security Agent**").

1. **INTERPRETATION**

1.1 **Definitions**

In this Supplemental Mortgage:

"Facilities Agreement" means a facilities agreement dated 19 November 2019 between, amongst others, the Chargors, the Security Agent and the Finance Parties, as amended on 29 April 2020 and as amended and restated on 22 December 2021.

"Mortgaged Property" means the Property listed in Part I of Schedule 1 (*Details of Secured Property*).

"Secured Property" means the assets of the Chargors which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Mortgage.

"Security Agreement" means a security agreement dated 19 November 2019 between the Chargors and the Security Agent.

1.2 **Construction**

In this Supplemental Mortgage:

1.2.1 unless a contrary indication appears, terms defined in the Facilities Agreement and the Security Agreement have the same meaning in this Supplemental Mortgage;

1.2.2 the provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

1.2.2.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and

1.2.2.2 references to the Property listed in Schedule 2 (*Details of Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage; and

1.2.3 all provisions in the Facilities Agreement that are deemed to apply to the Finance Documents apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage.

1.3 **Incorporation of other terms**

The terms of the other Finance Documents and of any side letters between any of the parties to this Supplemental Mortgage are incorporated into this Supplemental Mortgage to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

1.4.1 Unless expressly provided to the contrary in this Supplemental Mortgage, a person who is not a party to this Supplemental Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Mortgage.

- 1.4.2 Notwithstanding any term of this Supplemental Mortgage, the consent of any person who is not a party to this Supplemental Mortgage is not required to rescind or vary this Supplemental Mortgage at any time.

2. **COVENANT TO PAY**

Each Chargor, as principal debtor and not just as surety, covenants with the Security Agent to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

The Chargors charge by way of first legal mortgage the Mortgaged Property.

3.2 **Fixed charges**

The Chargors charge by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property;
- 3.2.2 all their plant and machinery situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*); and
- 3.2.3 (save to the extent assigned under Clause 3.3 (*Assignment*)), all Associated Benefits relating to any of the Secured Property.

3.3 **Assignment**

The Chargors assign by way of security:

- 3.3.1 the Insurances listed in Part II of Schedule 1 (*Details of Secured Property*);
- 3.3.2 the Lease Documents; and
- 3.3.3 the Rental Income,

together with all Associated Benefits relating to the Secured Property.

4. **INCORPORATION OF PROVISIONS**

The terms of the Security Agreement apply to the Mortgaged Property to the extent that they apply to the Property listed in Schedule 2 (*Details of Secured Property*) of the Security Agreement and will be deemed to be incorporated into this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

- 4.1.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and
- 4.1.2 references to the Property listed in Schedule 2 (*Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage.

5. **RESTRICTION**

The Chargors shall ensure that a restriction in the following terms is entered on the register of title of the Mortgaged Property 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 [DATE OF THIS SUPPLEMENTAL MORTGAGE] in favour of [SECURITY AGENT] referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. The Chargors shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

6. CONTINUATION

6.1 Except as supplemented by this Supplemental Mortgage, the Security Agreement will remain in full force and effect.

6.2 On and from the date of this Supplemental Mortgage:

6.2.1 this Supplemental Mortgage and the Security Agreement shall be read and construed as one document and, in particular, the definition of "Secured Property" in the Security Agreement shall include the Secured Property; and

6.2.2 the Chargors acknowledge that references to a "Security Agreement" in the Facilities Agreement are references to the Security Agreement as supplemented by this Supplemental Mortgage.

7. COUNTERPARTS

This Supplemental Mortgage 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 the Supplemental Mortgage.

8. GOVERNING LAW

This Supplemental Mortgage and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

9. JURISDICTION

9.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

9.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Mortgage may argue to the contrary.

9.3 This Clause 9 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Supplemental Mortgage is executed as a deed and delivered on the date stated at the beginning of this Supplemental Mortgage.

SCHEDULE 1

Details of Secured Property

Part I – Mortgaged Property

Address/description of the Property	Title numbers
Unit 3, R-Evolution at the Amp, Brindley Way, Catcliffe, Rotherham (S60 5WG) and land at Advanced Manufacturing Park, Brunel Way, Catcliffe, Rotherham	SYK625864 SYK666694

Part II – Insurances

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
Asset & terrorism insurance	7 January 2022 to 29 October 2022	Aviva Insurance Limited [REDACTED] Level 2 St Helens 1 Undershaft London EC3P 3DQ
Environmental impairment liability	7 January 2022 to 29 October 2022	Chubb European Group SE [REDACTED] Chubb Building 100 Leadenhall Street London EC31 3BP
Excess Asset 1 st layer	7 January 2022 to 29 October 2022	AXA Insurance UK Plc [REDACTED] 20 Gracechurch Street London United Kingdom EC3V 0BG
Excess Asset 2 nd layer	7 January 2022 to 29 October 2022	Endurance Worldwide Insurance Limited [REDACTED] 2 Minster Court Mincing Lane 1st Floor London England EC3R 7BB

SCHEDULE 2

The Chargors

10. **TPIF (PORTFOLIO NO.1) LP** a limited partnership registered under the laws of England and Wales (registered number LP017209), acting by its general partner **TPIF (PORTFOLIO NO.1) GP LLP**, a limited liability partnership registered in England and Wales (registered number OC403897);
11. **TPIF (PORTFOLIO NO.1) GP LLP**, a limited liability partnership registered in England and Wales (registered number OC403897); and
12. **TPIF (PORTFOLIO NO.1) NOMINEE LIMITED**, a limited company registered in England and Wales (company number 10581420).

EXECUTION of SUPPLEMENTAL MORTGAGE

The Chargers

Executed as a deed by)
TPIF (PORTFOLIO NO. 1) LP,)
acting by its general partner TPIF (Portfolio)
No.1) GP LLP acting by its member in the)
presence of a witness:

[Redacted Signature]

On behalf of TPIF (PORTFOLIO NO. 1) LP

Name: PETRINA AUSTIN.

In the presence of:

Witness signature:

[Redacted Signature]

Name: CALYPSO RANSHAW.

Address: 3RD FLOOR 6 DUKE ST ST JAMES' LON SW1Y 6BN

Occupation: ASSISTANT COMPANY SECRETARY.

Communications to be delivered to:

Address: 3rd Floor

6 Duke Street

St James's

London SW1Y 6BN

Email:

Attention: Henry Franklin

Executed as a deed by)
TPIF (PORTFOLIO NO. 1) GP LLP,)
acting by its member in the presence of a)
witness:

[Redacted Signature]

On behalf of TPIF (PORTFOLIO NO. 1) GP
LLP

Name: PETRINA AUSTIN.

In the presence of:

Witness signature:

[Redacted Signature]

Name: CALYPSO RANSHAW.

Address: 3RD FLOOR 6 DUKE ST ST JAMES' LON SW1Y 6BN.

Occupation: ASSISTANT COMPANY SECRETARY.

Communications to be delivered to:

Address: 3rd Floor

6 Duke Street

St James's

London SW1Y 6BN

Email:

Attention: Henry Franklin

Executed as a deed by)
TPIF (PORTFOLIO NO. 1) NOMINEE)
LIMITED, acting by a director in the presence)
of a witness:

Director
Name: PETRINA AUSTIN.

In the presence of:
Witness signature:

Name: CALYPSO RAMOHAW.

Address: 3RD FLOOR 6 DUKE ST ST JAMES' LON SW1Y 6BN.
Occupation: ASSISTANT COMPANY SECRETARY.

Communications to be delivered to:

Address: 3rd Floor
6 Duke Street
St James's
London SW1Y 6BN

Email: 
Attention: Henry Franklin

The Security Agent

Signed for and on behalf of **BARCLAYS**
BANK PLC,
(by one signatory without a witness)



.....
signatory for **BARCLAYS BANK PLC**