



Registration of a Charge

Company name: **GRIP UK PROPERTY INVESTMENTS LIMITED**

Company number: **10623900**

Received for Electronic Filing: **29/07/2019**



X8AQYD4P

Details of Charge

Date of creation: **26/07/2019**

Charge code: **1062 3900 0003**

Persons entitled: **CBRE LOAN SERVICES LIMITED AS SECURITY TRUSTEE**

Brief description: **15-19 BAKERS ROW, LONDON EC1R 3DG AND 20 AND 20A BAKERS ROW, FARRINGDON ROAD, ISLINGTON, LONDON EC1R 3DU - TITLE NOS.: NGL200266 AND 223596; FOR MORE DETAILS PLEASE REFER TO THE CHARGING INSTRUMENT.**

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10623900

Charge code: 1062 3900 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th July 2019 and created by GRIP UK PROPERTY INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th July 2019 .

Given at Companies House, Cardiff on 30th July 2019

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

GRIP UK Property Investments Limited

and

CBRE Loan Services Limited

26 July 2019

THIS DEED is made on

26 July

2019

BETWEEN:

- (1) **GRIP UK PROPERTY INVESTMENTS LIMITED** registered in England and Wales (No. 10623900) having its registered office at Citygate, St. James Boulevard, Newcastle upon Tyne, NE1 4JE (the "**Chargor**"); and
- (2) **CBRE LOAN SERVICES LIMITED** (the "**Security Agent**") as security trustee for the Secured Parties.

RECITALS

- (A) Under a Security Agreement dated 25 July 2019 (the "**Original Security Agreement**") between the Chargor and the Security Agent, the Chargor charged by way of first legal mortgage, first mortgage, first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented).
- (B) In accordance with clause 4.2 (Acquisitions) of the Original Security Agreement, the Chargor has acquired an additional Property and, accordingly, the Chargor has agreed to enter into this Deed in connection with the Original Security Agreement.
- (C) This Deed is supplemental to the Original Security Agreement.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

- (a) In this Deed, "**Secured Liabilities**" has the meaning given to that term in the Original Security Agreement.
- (b) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.

1.2 Construction

- (a) The provisions of clause 1.2 (Construction) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Original Security Agreement will be construed as references to this Deed.
- (b) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, increased as to the Principal Amount Outstanding of the Notes issued, novated, supplemented, extended (whether of maturity or otherwise) or restated, in each case, however fundamental and of whatsoever nature, and whether or not more onerous or replaced by another Finance Document, Transaction Document or other agreement or instrument;

- (ii) the term "**this Security**" means any Security created by this Deed; and
- (iii) a mortgage or charge of any Investment or any share, stock, debenture, bond or other security includes:
 - (A) any dividend, distribution or interest paid or payable in relation to it; and
 - (B) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.
- (c) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (d) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) If the Security Agent considers, on the instructions of the Majority Noteholders, that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes:
 - (i) the proceeds of any disposal of that Security Asset; and
 - (ii) any present and future asset of that type.

1.3 **Third party rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. **CREATION OF SECURITY**

2.1 **General**

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and

(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Land

(a) The Chargor charges by way of a first legal mortgage the property specified in the schedule under the heading "Real Property".

(b) A reference in this clause to a mortgage or charge of any freehold or leasehold property includes:

(i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and

(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Confirmation

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

(a) it has charged in favour of the Security Agent by way of first fixed charge the assets relating to the property specified in the schedule and referred to in clauses 2.3 (Investments) to 2.6 (Book debts etc.) (inclusive), clause 2.9 (Miscellaneous) and clause 2.10 (Development Documents) of the Original Security Agreement; and

(b) it has assigned to the Security Agent by way of security the assets relating to the property specified in the schedule and referred to in clauses 2.7 (Insurances) and 2.8 (Other contracts) of the Original Security Agreement.

3. INCORPORATION

The provisions of clause 3 (Restrictions on Dealings) to ¹⁹~~18~~ (Release) (inclusive) (other than clause 4.3 (Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

*As shown
up
on behalf
of all parties*

4. H.M. LAND REGISTRY

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"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 a written consent signed by the proprietor for the time being of the charge dated [*date*] in favour of CBRE Loan Services Limited referred to in the charges register or their conveyancer. (Standard Form P)".

5. CONTINUATION

5.1 Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.

- 5.2 References in the Original Security Agreement to **"this Deed"** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed.

6. **COUNTERPARTS**

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

7. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

8. **ENFORCEMENT**

- 8.1 The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **"Dispute"**).
- 8.2 The Parties agree that the English courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 8.3 This clause 8 is for the benefit of the Secured Parties only. As a result, to the extent allowed by law:
- (a) no Secured Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (b) to the extent allowed by law the Secured Parties may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE

REAL PROPERTY

Chargor	Details of Real Property	Title No.
GRIP UK Property Investments Limited	15-19 Bakers Row, London, EC1R 3DG and 20 and 20A Bakers Row, Farringdon Road, Islington, London, EC1R 3DU	NGL200266 223596
GRIP UK Property Investments Limited	4-7 Crawford Passage, London, EC1R 3DP and strip of land adjoining	LN120019 LN78969 LN107299 LN227208
GRIP UK Property Investments Limited	32 Burton Street, London, WC1H 9AQ	NGL611634
GRIP UK Property Investments Limited	Land and buildings on the north side of Este Road, Battersea known as Shillington Old School, 181 Este Road, Battersea, London, SW11 2TB	TGL63985
GRIP UK Property Investments Limited	Land and buildings on the South-East side of Udall Street and 48 to 55 Vincent Square	NGL713459
GRIP UK Property Investments Limited	23 West Tenter Street, London, E1 8DT	189020
GRIP UK Property Investments Limited	Land on the north of Broadmere Road, Beggarwood, Basingstone	HP672699
GRIP UK Property Investments Limited	Bishops Court, 6 Radcliffe Road, Croydon, CR0 5QH	SGL16601
GRIP UK Property Investments Limited	1,3 and 5 Bath Street, London EC1V 9LB	NGL199849
GRIP UK Property Investments Limited	Land on the South West Side of Macclesfield Road, London	NGL809454
GRIP UK Property Investments Limited	8 to 28 (even), Dove Road, London, N1 3GE	NGL631161
GRIP UK Property Investments Limited	Eagle House, 31-33 Eagle Wharf Road, Hackney, London, N1 7EH	355578
GRIP UK Property Investments Limited	Ability Plaza, 1A Arbutus Street and land and buildings on the east side of Kingsland Road and on the west side of Frederick Terrace, Hackney, London, E8 4DT	299961
GRIP UK Property Investments Limited	218 – 226 (even), Kingsland Road, London, E2 8AX	EGL447604

GRIP UK Property Investments Limited	Springfield House, 5 Tyssen Street, London, E8 2LY and Units 96-102 Springfield House, 5 Tyssen Street, London, E8 2LZ	105041 NGL287412
GRIP UK Property Investments Limited	11 - 20 (inclusive), Tudor Grove, London, E9 7QL	NGL356588
GRIP UK Property Investments Limited	33 the Gardens, London, SE22 9QF	LN1861
GRIP UK Property Investments Limited	49 The Gardens, London, SE22 9PQ	LN6896
GRIP UK Property Investments Limited	22 The Gardens, London, SE22 9QE	LN51530
GRIP UK Property Investments Limited	41 The Gardens, London, SE22 9QE	LN81234
GRIP UK Property Investments Limited	20 The Gardens, London, SE22 9QE	LN82792
GRIP UK Property Investments Limited	34 The Gardens, London, SE22 9QF	LN64000
GRIP UK Property Investments Limited	21 The Gardens, London, SE22 9QE	LN43715
GRIP UK Property Investments Limited	19 The Gardens, London, SE22 9QE	LN47942
GRIP UK Property Investments Limited	29 The Gardens, London, SE22 9QE	SGL266936
GRIP UK Property Investments Limited	51 The Gardens, London, SE22 9QQ	35855
GRIP UK Property Investments Limited	43 The Gardens, London, SE22 9QR	38021
GRIP UK Property Investments Limited	38 The Gardens, London, SE22 9QF	51776
GRIP UK Property Investments Limited	42 The Gardens, London, SE22 9QG	55747
GRIP UK Property Investments Limited	47 The Gardens, London, SE22 9QQ	76049
GRIP UK Property Investments Limited	50 The Gardens, London, SE22 9QQ	130527
GRIP UK Property Investments Limited	48 The Gardens, London, SE22 9QQ	199579
GRIP UK Property Investments Limited	44 and 46 The Gardens, London, SE22 9QQ	240267

GRIP UK Property Investments Limited	40 The Gardens, London, SE22 9QG	244017
GRIP UK Property Investments Limited	24, 25, 26, 28, 30, 31 and 32 The Gardens, London, SE22 9QE	431660
GRIP UK Property Investments Limited	27 The Gardens, London, SE22 9QE	452570
GRIP UK Property Investments Limited	23 The Gardens, London, SE22 9QE	459230
GRIP UK Property Investments Limited	36 The Gardens, London, SE22 9QF	TGL16022
GRIP UK Property Investments Limited	37 The Gardens, London, SE22 9QF	TGL126102
GRIP UK Property Investments Limited	35 The Gardens, London, SE22 9QF	TGL126103
GRIP UK Property Investments Limited	39 The Gardens, London, SE22 9QG	TGL126104
GRIP UK Property Investments Limited	Land at The Gardens, London	TGL380991
GRIP UK Property Investments Limited	184 Peckham Rye, London, SE22 9QA	TGL182397
GRIP UK Property Investments Limited	1-12 Priority Lodge and 1-78 Kew Bridge Court, Chiswick, London	AGL138850
GRIP UK Property Investments Limited	1-62, Churston Close, 162-164 Tulse Hill, London SW2 3BX	SGL267753
GRIP UK Property Investments Limited	St Annes House, 49 Buckingham Place and St Anne's Court, Howard Place, Brighton, BN1 3QA	ESX136748
GRIP UK Property Investments Limited	Argo Apartments, Silvertown Way, London, E16 1ED	TGL495466

SIGNATORIES TO SUPPLEMENTAL LEGAL MORTGAGE

Chargor

Executed as a deed by)
GRIP UK PROPERTY INVESTMENTS)
LIMITED acting by)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Harriet Ainsworth
Womble Bond Dickinson (UK) LLP
4 More London Riverside
London
SE1 2AU

Security Agent

Signed for and on behalf of **CBRE LOAN**)
SERVICES LIMITED:)
)
)

.....
Name:

.....
Name:

Notice Details

Address: CBRE Loan Services Limited, Henrietta House, Henrietta Place, London W1G 0NB

Email: Sagar.Patel@cbre.com/ Dipali.Khagram@cbre.com

Attention: Sagar Patel / Dipali Khagram