



Registration of a Charge

Company name: **THE OFFICE GROUP HOLDINGS LIMITED**

Company number: **10768770**



XA0MCHOB

Received for Electronic Filing: **19/03/2021**

Details of Charge

Date of creation: **10/03/2021**

Charge code: **1076 8770 0003**

Persons entitled: **SITUS ASSET MANAGEMENT LIMITED AS COMMON SECURITY AGENT AND TRUSTEE FOR THE COMMON SECURED PARTIES**

Brief description: **FREEHOLD PROPERTY KNOWN AS 5 LORENZO STREET AND YORK HOUSE, 207-221 PENTONVILLE ROAD, LONDON N1 9UZ ALSO KNOWN AS 5 LORENZO STREET AND 207A, 207B, 209A TO 217A AND 207 TO 217, PENTONVILLE ROAD, LONDON REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER NGL710014 AND ALL THE OTHER PLOTS OF LAND LISTED IN PART 1 OF SCHEDULE 2 TO THE INSTRUMENT. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10768770

Charge code: 1076 8770 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th March 2021 and created by THE OFFICE GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th March 2021 .

Given at Companies House, Cardiff on 19th March 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

SUPPLEMENTAL SECURITY AGREEMENT

DATED 10 MARCH 2021

THE PERSONS LISTED IN SCHEDULE 1

and

**SITUS ASSET MANAGEMENT LIMITED
as Common Security Agent**

**relating to the assets of
THE OFFICE GROUP HOLDINGS LIMITED
AND THE OFFICE GROUP PROPERTIES LIMITED**

ALLEN & OVERY

Allen & Overy LLP

0107075-0000106 UKO1: 2003370404.7

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THIS DEED is dated 10 March 2021 and is made

BETWEEN:

- (1) **THE PERSONS** listed in Schedule 1 (*The Chargors*) (each a **Chargor**, together the **Chargors**); and
- (2) **SITUS ASSET MANAGEMENT LIMITED** as common security agent and trustee for the Common Secured Parties (as defined in the Intercreditor Agreement (as defined below) (the **Common Security Agent**)).

BACKGROUND:

- (A) Pursuant to a security agreement dated 23 November 2018 (the **Original Security Agreement**) between, amongst others, the Chargors and the Common Security Agent, each 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 Common Secured Debt Documents (as amended or supplemented).
- (B) Each Chargor has acquired Additional Property and, accordingly, each 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.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- 1.2 The provisions of clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Intercreditor Agreement will be construed as references to this Deed.
- 1.3 In this Deed:
 - (a) a reference to a Common Secured Debt Document or other document includes (without prejudice to any prohibition on amendments) all amendments and supplements however fundamental to that Common Secured Debt Document or other document, including any amendment or supplement providing for further advances or any extension of or any increase in the amount of a facility or any additional facility;
 - (b) the term **this Security** means any security created by or pursuant to this Deed; and
 - (c) a reference to any asset, unless the context otherwise requires, includes any present and future asset.
- 1.4 Any covenant of any Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.

- 1.5 The terms of the other Common Secured Debt Documents and of any side letters between any Parties in relation to any Common Secured Debt 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.
- 1.6 If the Common Security Agent considers that an amount paid to a Common Secured Party under a Common Secured Debt 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.
- 1.7 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
- (i) is created in favour of the Common Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security by each Chargor for the payment and satisfaction of all the Common Secured Obligations; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Common Security Agent holds the benefit of this Deed on trust for the Common Secured Parties under the terms of the Intercreditor Agreement.

2.2 Land

- (a) Each Chargor: charges by way of a first legal mortgage all estates or interests in the real property specified in Part 1 (in the case of The Office Group Holdings Limited) or Part 2 (in the case of The Office Group Properties Limited), of Schedule 2 (*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 (save for any such assets belonging to a tenant or occupier of the property or any other third party); and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Confirmation

Each Chargor confirms that, as security for the payment of the Common Secured Obligations:

- (a) it has charged in favour of the Common Security Agent by way of first fixed charge the assets (if any) relating to the property specified in the relevant part of Schedule 2 (*Real Property*)

and referred to in clauses 2.3 (*Securities*) to 2.6 (*Book debts etc*) (inclusive) and clause 2.10 (*Miscellaneous*) of the Original Security Agreement; and

- (b) it has assigned to the Common Security Agent by way of security the assets (if any) relating to the property specified in the Schedule and referred to in clauses 2.7 (*Insurances*) to 2.9 (*Other contracts*) (inclusive) of the Original Security Agreement.

3. INCORPORATION

The provisions of clause 3 (*Restrictions on dealings*) to 19 (*Release*) (inclusive) (other than clause 4.6 (*H.M. 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.

4. H.M. LAND REGISTRY

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to the property specified in the Schedule:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] 2021 in favour of [●] referred to in the charges register or their conveyancer."

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.
- 5.3 This Deed is designated a Finance Document (as defined in each of the Senior Facility Agreement and the Mezzanine Facility Agreement).

6. COMMON SECURITY AGENT PROVISIONS

- 6.1 The Common Security Agent executes this Deed in the exercise of the rights, powers and authority conferred and vested in it under the Intercreditor Agreement and any other Common Secured Debt Document for and on behalf of the Common Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Intercreditor Agreement and, in so acting, it shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement and the other Common Secured Debt Documents.
- 6.2 The Common Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.
- 6.3 Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Common Security Agent is entitled to seek instructions from the Common Secured Parties in accordance with the provisions of the Intercreditor Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Common Secured Party or Common Secured Parties entitled to give it instructions, the Common Security Agent shall not incur any liability to any person for so acting or refraining from acting.

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 Jurisdiction of English Courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to non-contractual obligations arising from or in connection with this Deed or a dispute regarding the existence, validity or termination of this Deed) (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.
- (c) This Clause 8 is for the benefit of the Common Secured Parties only. As a result, the Common Secured Parties shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Common Secured Parties may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

THE CHARGORS

Name	Jurisdiction	Company number
The Office Group Holdings Limited	England and Wales	10768770
The Office Group Properties Limited	England and Wales	07355616

SCHEDULE 2

REAL PROPERTY

PART 1

THE OFFICE GROUP HOLDINGS LIMITED

Property	Registered Proprietor / Leaseholder	Freehold / Long Leasehold Property	Title Number
5 Lorenzo Street and York House, 207-221 Pentonville Road, London N1 9UZ – also known as 5 Lorenzo Street and 207A, 207B, 209A to 217A and 207 to 217, Pentonville Road, London	The Office Group Holdings Limited	Freehold	NGL710014
136 Saffron Hill, London, EC1N 8QN, 24 Greville Street, London, EC1N 8SS and Land to the south of Greville Street, London	The Office Group Holdings Limited	Freehold	NGL123765 LN191094 NGL79017
31-35 Kirby Street, London, EC1N 8TE	The Office Group Holdings Limited	Freehold	243751
The Stanley Building, Building E1, Block B, Kings Cross, London	The Office Group Holdings Limited	Long Leasehold Property	NGL932428
Tintagel House, 92 Albert Embankment, London SE1 7TY	The Office Group Holdings Limited	Long Leasehold Property	TGL104527
St Dunstons House and John Harvard Library, 201-211 Borough High Street, London SE1 1JA	The Office Group Holdings Limited	Freehold	SGL202175
St Nicholas House, 31-34 High Street, Bristol BS1 2AW	The Office Group Holdings Limited	Freehold	BL63888
74 Rivington Street, London, EC2A 3AY	The Office Group Holdings Limited	Freehold	EGL443579
81 Rivington Street	The Office Group Holdings Limited	Long Leasehold Property	EGL446827

Property	Registered Proprietor / Leaseholder	Freehold / Long Leasehold Property	Title Number
(also known as Shoreditch Town Hall Annexe, Rivington Place, London, EC2A 3BA)			

PART 2

THE OFFICE GROUP PROPERTIES LIMITED

Property	Leaseholder	Tenure	Title Number
5 Lorenzo Street and York House, 207-221 Pentonville Road, London N1 9UZ – also known as 5 Lorenzo Street and 207A, 207B, 209A to 217A and 207 to 217, Pentonville Road, London	The Office Group Properties Limited	Leasehold	The title number to be allocated by the Land Registry following the grant of the leasehold interest of the property known as 5 Lorenzo Street and York House, 221 Pentonville Road, London, N1 9UZ as demised by a lease for a term of 20 years dated the date of this Deed and made between (1) The Office Group Holdings Limited and (2) The Office Group Properties Limited
136 Saffron Hill, London, EC1N 8QN, 24 Greville Street, London, EC1N 8SS and Land to the south of Greville Street, London	The Office Group Properties Limited	Leasehold	The title number to be allocated by the Land Registry following the grant of the leasehold interest of the property known as 24 Greville Street, Holborn, London as demised by a lease for a term of 20 years dated the date of this Deed and made between (1) The Office (Farringdon) Limited and (2) The Office Group Properties Limited
31-35 Kirby Street, London, EC1N 8TE	The Office Group Properties Limited	Leasehold	The title number to be allocated by the Land Registry following the grant of the leasehold interest of the property known as 31 – 35 Kirby Street, London, EC1N 8TE as demised by a lease for a term of 20 years dated the date of this Deed and made

Property	Leaseholder	Tenure	Title Number
			between (1) The Office (Kirby) Limited and (2) The Office Group Properties Limited
The Stanley Building, Building E1, Block B, Kings Cross, London	The Office Group Properties Limited	Leasehold	The title number to be allocated by the Land Registry following the grant of the leasehold interest of the property known as The Stanley Building, Building E1, Block B, King's Cross Central, London as demised by a lease for a term of 20 years dated the date of this Deed and made between (1) The Office Group Holdings Limited and (2) The Office Group Properties Limited
Tintagel House, 92 Albert Embankment, London SE1 7TT	The Office Group Properties Limited	Leasehold	The title number to be allocated by the Land Registry following the grant of the leasehold interest of the property known as Tintagel House, 92 Albert Embankment, London, SE1 7TY as demised by a lease for a term of 20 years dated the date of this Deed and made between (1) The Office Group Holdings Limited and (2) The Office Group Properties Limited
St Dunstons House and John Harvard Library, 201-211 Borough High Street, London SE1 1JA	The Office Group Properties Limited	Leasehold	The title number to be allocated by the Land Registry following the grant of the leasehold interest of the property known as St Dunstons House and John Harvard Library, 201 – 211 Borough High Street, London, SE1 1JA as demised by a lease for a term of 20 years dated

Property	Leaseholder	Tenure	Title Number
			the date of this Deed and made between (1) The Office Group Holdings Limited and (2) The Office Group Properties Limited
St Nicholas House, 31-34 High Street, Bristol BS1 2AW	The Office Group Properties Limited	Leasehold	The title number to be allocated by the Land Registry following the grant of the leasehold interest of the property known as St. Nicholas House, 31 – 34 High Street, Bristol, BS1 2AW as demised by a lease for a term of 20 years dated the date of this Deed and made between (1) The Office (Bristol1) Limited and (2) The Office Group Properties Limited
81 Rivington Street (also known as Shoreditch Town Hall Annexe, Rivington Place, London, EC2A 3BA)	The Office Group Properties Limited	Leasehold	The title number to be allocated by the Land Registry following the grant of the leasehold interest of the property known as Shoreditch Town Hall Annexe, Rivington Place, London, EC2A 3BA as demised by a lease for a term of 20 years dated the date of this Deed and made between (1) The Office (Shoreditch) Limited and (2) The Office Group Properties Limited
Offices at Marylebone Station, Melcombe Place, London NW1 6JJ	The Office Group Properties Limited	Leasehold	NGL987439

SIGNATORIES

Chargors

EXECUTED as a DEED by
THE OFFICE GROUP HOLDINGS LIMITED

acting by a director

In the presence of

Signature of witness: ...

Name (in BLOCK CAPITALS):

Address: PATRICIA RIO-SIXTO

EXECUTED as a DEED by
THE OFFICE GROUP PROPERTIES LIMITED

acting by

In the presence of

Signature of witness: .

Name (in BLOCK CAPITALS):

Address:

PATRICIA RIO SIXTO

Director

Name: MATTHEW GREEN

Director

Name: MATTHEW GREEN

Common Security Agent

SIGNED for and on behalf of
SITUS ASSET MANAGEMENT LIMITED as
Common Security Agent for the Common Secured Parties

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[Redacted Signature Block]

Maria Thonon
VICE PRESIDENT