



**Registration of a Charge**

Company Name: **THE ARCH COMPANY PROPERTIES LIMITED**

Company Number: **11516452**



Received for filing in Electronic Format on the: **02/12/2022**

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**Details of Charge**

Date of creation: **01/12/2022**

Charge code: **1151 6452 0012**

Persons entitled: **CBRE LOAN SERVICES LIMITED**

Brief description: **ADDITIONAL LAND AT THE THE REAR OF WINDOVER ROAD AND LAND REAR OF ST PETERS ROAD AS DEMISED BY A LEASE (1) NETWORK RAIL INFRASTRUCTURE LIMITED (2) CDR NOMINEECO 1 LIMITED AND CDR NOMINEECO 2 LIMITED ACTING AS NOMINEES FOR THE ARCH COMPANY PROPERTIES LIMITED ACTING AS GENERAL PARTNER OF THE ARCH COMPANY PROPERTIES L.P. 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: 11516452

Charge code: 1151 6452 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2022 and created by THE ARCH COMPANY PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2022 .

Given at Companies House, Cardiff on 2nd December 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**

# **SUPPLEMENTAL SECURITY AGREEMENT**

**DATED 1 DECEMBER 2022**

**THE ENTITIES LISTED IN SCHEDULE 1 (*CHARGORS*)**

**as Chargors**

**and**

**CBRE LOAN SERVICES LIMITED**

**as Common Security Agent**

**relating to the Condor Portfolio**

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THIS DEED is dated 1 December 2022 and is made

BETWEEN:

- (1) THE ENTITIES listed in Schedule 1 (*Chargors*) (each a “Chargor” and together the “Chargors”); and
- (2) CBRE LOAN SERVICES LIMITED as common security agent and trustee for the Common Secured Parties (as defined in the Intercreditor Agreement).

BACKGROUND:

- (A) Pursuant to a security agreement dated 3 September 2019 between, amongst others, the Chargors and the Common Security Agent (the “Original Security Agreement”), the Chargors created security interests over certain of its assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Common Secured Debt Documents (as amended or supplemented).
- (B) This Deed is supplemental to the Original Security Agreement.
- (C) 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 Construction

- (a) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meanings in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) to clause 1.5 (*Personal liability*) (other than clause 1.3 (*Third party rights*)) 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 are to be construed as references to this Deed.
- (c) In this Deed:
  - (i) 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 increase in the amount of a facility or any additional facility;
  - (ii) the term **this Security** means any security created by or pursuant to this Deed; and
  - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset.
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

- (e) The terms of the other Common Secured Debt Documents and of any other agreement or instrument 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, or any agreement for the 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.
- (f) 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.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

## **1.2 Third party rights**

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Common Secured Party that is not a Party 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 Contracts (Rights of Third Parties) Act 1999.

## **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 the Chargors;
  - (iii) is security 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.

### **2.2 Land**

- (a) Each Chargor charges:
  - (i) by way of a first legal mortgage the real property specified in Schedule 2 (*Real Property*); and

- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge all estates or interests in the real property specified in Schedule 2 (Real Property) owned by it on the date of this Deed.
- (b) A reference in this Clause 2.2 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 to or entered into with any predecessor in title of a 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 legal mortgage and/or first fixed charge (as applicable), the assets (if any) relating to the real property specified in Schedule 2 (Real Property) and referred to in clauses 2.3 (*Plant and machinery*), clause 2.5 (*Securities*) to clause 2.10 (*Construction Contracts and Collateral Warranties*) (inclusive) and clause 2.14 (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 real property specified in the Schedule 2 (Real Property) and referred to in clause 2.11 (*Insurances*) to clause 2.13 (*Other contracts*) (inclusive) of the Original Security Agreement.

### 2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Land*) or Clause 2.3 (*Confirmation*), each Chargor charges by way of a first fixed charge all plant and machinery owned by that Chargor.

## 3. INCORPORATION

The provisions of clause 3 (*Restrictions on dealings*), clause 4 (*Land*) and clause 11 (*When Security becomes enforceable*) to clause 20 (*Counterparts*) (inclusive) (other than clause 4.4 (*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 the Register of Title relating to its real property specified in Schedule 2 (Real Property) registered at H.M. 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 [•] in favour of CBRE Loan Services Limited referred to in the charges register or their conveyancer. (Standard Form P)”

## **5. CONTINUATION**

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) 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.
- (c) This Deed is designated a Senior Finance Document and a Mezzanine Finance Document for the purposes of the Intercreditor Agreement.

## **6. GOVERNING LAW**

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

## **7. 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 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 7 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.

## **8. COMMON SECURITY AGENT PROVISIONS**

- (a) The Common Security Agent executes this Deed in the exercise of the 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 and authority under this Deed in the manner provided for in the Intercreditor Agreement and, in so acting, the Common Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement and the other Common Secured Debt Documents.
- (b) Neither the Common Security Agent nor any of its agents shall be liable for any costs, losses or liabilities arising in connection with the exercise of any of its rights, powers and discretions (including without limitation its rights, powers and discretions in connection with the enforcement of the Deed) hereunder save for costs, losses, liabilities and expenses arising from the fraud, gross negligence or wilful misconduct of the Common Security Agent.

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



## **SCHEDULE 1**

### **CHARGORS**

<b>No.</b>	<b>Name of Chargor</b>	<b>Jurisdiction of incorporation or formation</b>	<b>Registration number</b>
1.	The Arch Company Properties L.P. acting through its general partner The Arch Company Properties Limited	England and Wales	LP19713
2.	CDR NomineeCo 1 Limited	England and Wales	11519165
3.	CDR NomineeCo 2 Limited	England and Wales	11519140

**SCHEDULE 2  
REAL PROPERTY**

**Tranche 1**

NO.	PROPERTY DESCRIPTION	LEASE PARTIES	LEASE DATE	LANDLORD'S TITLE NUMBER / PROPERTY REFERENCE
1.	Land Rear of Windover Road and Land Rear of St Peters Road	(1) Network Rail Infrastructure Limited  (2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.		-
2.	Arch 19, 20 and Part 21 Goswell Road	(1) Network Rail Infrastructure Limited  (2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.		-
3.	Windsor and Eton-Former Waiting Room and Station Buildings	(1) Network Rail Infrastructure Limited  (2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The		-

		Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.		
4.	Queensway Building and Car Park Former Fish Jetty Car Park	<p>(1) Network Rail Infrastructure Limited</p> <p>(2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.</p>		-
5.	Stewarts Lane Depot M Arches 692-695	<p>(1) Network Rail Infrastructure Limited</p> <p>(2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.</p>		-
6.	Arch 1 Building and Land Thornes Lane, Wakefield	<p>(1) Network Rail Infrastructure Limited</p> <p>(2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.</p>		WYK915207

7.	Arches Grant Street	<p>(1) Network Rail Infrastructure Limited</p> <p>(2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.</p>		-
8.	Premises at Station Approach, Horsley	<p>(1) Network Rail Infrastructure Limited</p> <p>(2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.</p>		-
9.	St Mary Cray-Land and Buildings in Former Goods Yard	<p>(1) Network Rail Infrastructure Limited</p> <p>(2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.</p>		-
10.	Arch 14 Great Norbury Street	<p>(1) Network Rail Infrastructure Limited</p> <p>(2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited</p>		-

		Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.		
11.	Land for RMC Depot, Old Wolverton Road	(1) Network Rail Infrastructure Limited  (2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.		BM302010
12.	Part Arch 203 Virgil Street	(1) Network Rail Infrastructure Limited  (2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.		-

## Tranche 2

NO.	PROPERTY DESCRIPTION	LEASE PARTIES	LEASE DATE	LANDLORD'S TITLE NUMBER / PROPERTY REFERENCE
1.	Arch 28 Portslade Road	(1) Network Rail Infrastructure Limited		-

		(2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.		
2.	Arches 180-183 Hungerford Lane	(1) Network Rail Infrastructure Limited  (2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.		NGL607192
3.	Worcester Shrub Hill-Arch27and 33 The Butts	(1) Network Rail Infrastructure Limited  (2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.		-
4.	Catford Bridge, Shop 6 Adenmore Road	(1) Network Rail Infrastructure Limited  (2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited		-

		acting as general partner of The Arch Company Properties L.P.		
5.	Workshop Loading Bay and Yard and Ground Floor Offices Horsham (referred to as "Chipman House")  North Warehouse, Nightingale Road  South Warehouse off Nightingale Road  Horsham-Land in Goods Yard	(1) Network Rail Infrastructure Limited  (2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.		-
6.	Part Arches 257/8/9 Joseph Ray Road and Land  Part Arch 257 Station Approach off Trinity Rise  Unit 4 and Land Joseph Ray Road	(1) Network Rail Infrastructure Limited  (2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.		-
7.	Land at Wickwood Street	(1) Network Rail Infrastructure Limited  (2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.		TGL15915

8.	Centurion House Phase 2 Office Development	<p>(1) Network Rail Infrastructure Limited</p> <p>(2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.</p>		-
9.	London Bridge 89 and 90 Enid Street	<p>(1) Network Rail Infrastructure Limited</p> <p>(2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited acting as nominees for The Arch Company Properties Limited acting as general partner of The Arch Company Properties L.P.</p>		SGL492698 and TGL194747



## SIGNATORIES

### Chargors

EXECUTED as a deed by )  
THE ARCH COMPANY PROPERTIES L.P. )  
acting by THE ARCH COMPANY )  
PROPERTIES LIMITED, general partner acting )  
by Graeme Hunter, in the presence of:

Director

Witness Signature

Name:

MARY ONOUFEON

Address:

140 London Wall  
London EC2Y 5DN

EXECUTED as a deed by CDR NOMINEECO 1 )  
LIMITED )  
acting by Graeme Hunter )  
in the presence of: )

Director

Witness Signature

Name:

MARY ONOUFEON

Address:

140 London Wall  
London EC2Y 5DN

EXECUTED as a deed by CDR NOMINEECO 2 )  
LIMITED )  
acting by Graeme Hunter )  
in the presence of: )

Director

Witness Signature

Name:

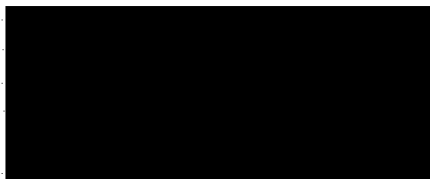
MARY ONOUFEON

Address:

140 London Wall  
London EC2Y 5DN

Common Security Agent

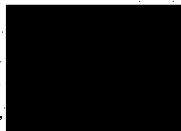
**EXECUTED** as a deed by **CBRE LOAN  
SERVICES LIMITED**  
acting by



Signature of authorised signatory

**Joseph Gadd**  
**Authorised Signatory**

Witness Signature



Name:

KISHAN PATEL

Address:

CBRE Loan Services Limited  
Henrietta House  
Henrietta Place  
London  
W1G 0NB