



**Registration of a Charge**

Company Name: **KRE RHC ALBION OPCO LIMITED**

Company Number: **11587671**



XBGHNHGI

Received for filing in Electronic Format on the: **10/11/2022**

**Details of Charge**

Date of creation: **10/11/2022**

Charge code: **1158 7671 0004**

Persons entitled: **CBRE LOAN SERVICES LIMITED**

Brief description: **PROPERTY KNOWN AS PARKWOOD HOUSE, ALBION WAY, WEMBLEY (HA9 0LP) REGISTERED AT HM LAND REGISTRATION UNDER TITLE NUMBER AGL525515. PLEASE SEE SCHEDULE 2 OF THE INSTRUMENT FOR FURTHER DETAILS.**

**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: **ALLEN & OVERY LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11587671

Charge code: 1158 7671 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th November 2022 and created by KRE RHC ALBION OPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th November 2022 .

Given at Companies House, Cardiff on 14th November 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** 10 November **2022**

**THE PERSONS LISTED IN SCHEDULE 1**  
**as Chargors**

**and**

**CBRE LOAN SERVICES LIMITED**  
**as Security Agent**

**ALLEN & OVERY**

**Allen & Overy LLP**

0097385-0000083 UKO1: 2009819669.2

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**THIS DEED** is dated 10 November 2022 and is made

**BETWEEN:**

- (1) **THE PERSONS** listed in Schedule 1 (Chargors) as chargors (each a **Chargor**); and
- (2) **CBRE LOAN SERVICES LIMITED** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Credit Agreement defined below).

**BACKGROUND:**

- (A) Under a security agreement dated 23 February 2021 between, amongst others, each Chargor and the Security Agent (the **Original Security Agreement**), 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 Finance Documents.
- (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 the same meaning in this Deed unless expressly defined in this Deed.
- (b) 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 Credit Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
  - (i) a **Finance Document** or any other agreement or instrument includes (without prejudice to any restriction on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;
  - (ii) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
  - (iii) any **share, stock, debenture, bond or other security or investment** includes:
    - (A) any dividend, interest or other distribution paid or payable;
    - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
    - (C) any right against any clearance system;

- (D) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
  - (E) any cash or securities account maintained by any custodian or other entity,
- in each case, in relation to that share, stock, debenture, bond or other security or investment;
- (iv) **this Security** means any security created by this Deed; and
  - (v) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of a 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 Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance 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 Security Agent considers 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.
  - (g) 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 assets of that type.

## **1.2 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 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 each 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 and this Security on trust for the Secured Parties.

## **2.2 Land**

- (a) Each Chargor charges by way of a first legal mortgage the real property specified next to its name in Schedule 2 (Real Property).
- (b) A reference in this Clause 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; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of each 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 Secured Liabilities:

- (a) it has charged in favour of the Security Agent by way of first legal mortgage and (as applicable) first fixed charge the assets relating to the real property specified next to its name in Schedule 2 (Real Property) and referred to in clauses 2.3 (Investments) to 2.6 (Book debts etc.) and clause 2.9 (Historic Development Documents) to 2.11 (Miscellaneous) of the Original Security Agreement; and
- (b) it has assigned to the Security Agent by way of security the assets relating to the real property specified next to its name in the Schedule 2 (Real Property) and referred to in clauses 2.7 (Insurances), clause 2.8 (Hedging) and 2.10 (Other contracts) of the Original Security Agreement.

## **3. INCORPORATION**

The provisions of clause 4 (Restrictions on dealings) to 23 (Release) (other than clause 5.5 (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. LAND REGISTRY**

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered 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 security agreement 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 Finance Document.

## **6. GOVERNING LAW**

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

## **7. SECURITY AGENT PROVISIONS**

- (a) The Security Agent executes this Deed in the exercise of the rights, powers and authority conferred and vested in it under the Credit Agreement and any other Finance Document for and on behalf of the 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 Credit 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 Credit Agreement and the other Finance Documents.
- (b) The Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the relevant Secured Parties in accordance with the provisions of the Credit Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed.



## **SCHEDULE 1**

### **CHARGORS**

<b>Name of Chargor</b>	<b>Registration number or equivalent</b>	<b>Jurisdiction of incorporation</b>
<b>KRE RHC Albion Opco Limited</b>	11587671	England and Wales
<b>KRE RHC Forest Opco Limited</b>	11587676	England and Wales
<b>KRE RHC White Friars Opco Limited</b>	11587780	England and Wales

**SCHEDULE 2**  
**REAL PROPERTY**

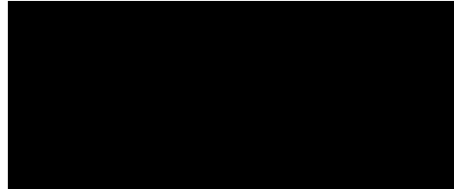
<b>Property Name</b>	<b>Chargor</b>	<b>Title Number and Description of Property</b>
<b>Coventry</b>	KRE RHC White Friars Opco Limited (a company registered in England and Wales with company number 11587780).	MM150291  Land on the north side of Whitefriars Lane, Coventry (CV1 2DT)
<b>Walthamstow</b>	KRE RHC Forest Opco Limited (a company registered in England and Wales with company number 11587676).	No Registered Title number, as the lease registration forms part of a pending Land Registry application.  The leasehold land on the South of Forest Road, Walthamstow demised pursuant to a lease dated 23 February 2021 between (1) KRE RHC Forest Propco S.à.r.l. and (2) KRE RHC Forest Opco Limited.
<b>Wembley -</b>	KRE RHC Albion Opco Limited (a company registered in England and Wales with company number 11587671).	AGL525515  Parkwood House, Albion Way, Wembley (HA9 0LP)

**SIGNATORIES**

**Chargors**

**EXECUTED AS A DEED by**  
**KRE RHC ALBION OPCO LIMITED**  
acting by

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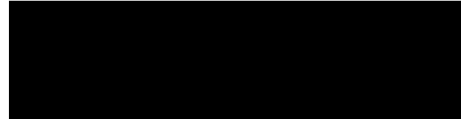


Director

Print name

ANGELA RUSSELL

In the presence of:

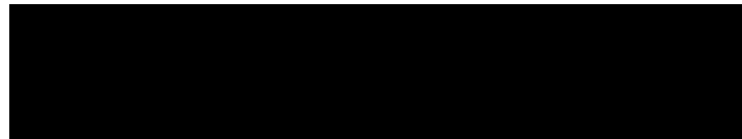


Witness's signature:

Name:

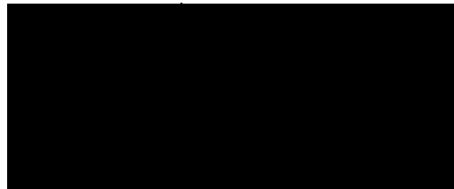
NICOLA DIXON

Address:



**EXECUTED AS A DEED by**  
**KRE RHC FOREST OPCO LIMITED**  
acting by

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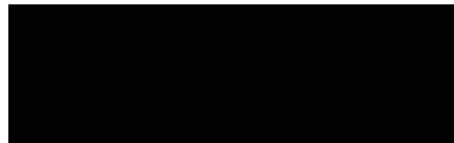


Director

Print name

ANGELA RUSSELL

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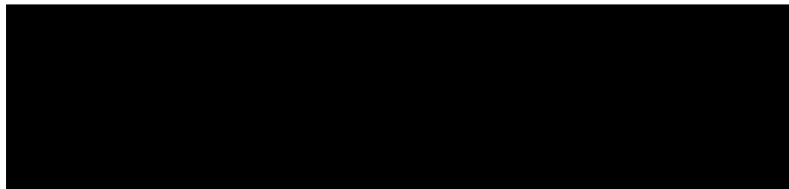


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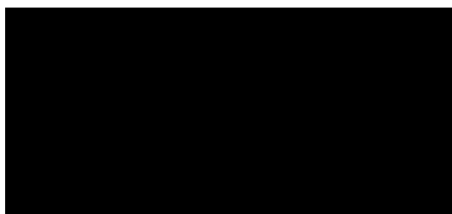
NICOLA DIXON

Address:



**EXECUTED AS A DEED** by  
**KRE RHC WHITE FRIARS OPCO LIMITED**  
acting by

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Director

Print name

ANGELA RUSSELL

In the presence of:

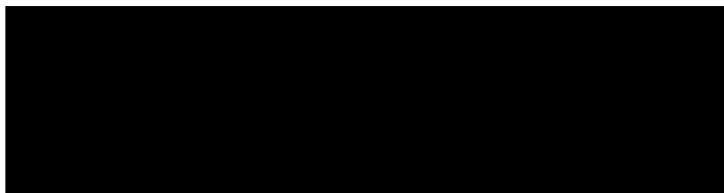
Witness's signature:



Name:

NICOLA DIXON

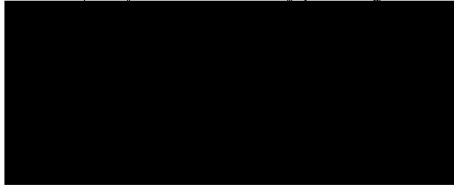
Address:



**Security Agent**

**CBRE LOAN SERVICES LIMITED**

**By:**



**Raj Castillo**  
**Authorized Signatory**