



**Registration of a Charge**

Company Name: **HOME REIT PLC**

Company Number: **12822709**



Received for filing in Electronic Format on the: **07/09/2021**

XACJTKK9

**Details of Charge**

Date of creation: **06/09/2021**

Charge code: **1282 2709 0003**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **11,12 AND 13 HAVELOCK STREET, 40,41 AND 42 HARTLEY STREET, 70,71 AND 72 HIGH STREET EAST AND LAND ON THE WEST SIDE OF HAVELOCK STREET. FOR MORE DETAILS PLEASE REFER TO 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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



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

Company number: 12822709

Charge code: 1282 2709 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th September 2021 and created by HOME REIT PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th September 2021 .

Given at Companies House, Cardiff on 8th September 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**

**DATE: 6 September 2021**

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**SUPPLEMENTAL LEGAL MORTGAGE**

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**HOME REIT PLC**

**and**

**LLOYDS BANK PLC**

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THIS SUPPLEMENTAL DEED is dated **6 September** 2021 and is made

BETWEEN:

- (1) **HOME REIT PLC** (registered number 12822709 with registered address 6th Floor, Bastion House, 140 London Wall, London, England, EC2Y 5DN) (the “**Chargor**”); and
- (2) **LLOYDS BANK PLC** (the “**Security Trustee**”) as security trustee for the Secured Parties (as defined in the Security Agreement (as defined below)).

**BACKGROUND:**

- (A) The Chargor enters into this Supplemental Deed in connection with the Facility Agreement (as defined in the Security Agreement (as defined below)).
- (B) This Supplemental Deed is supplemental to a security agreement (the “**Security Agreement**”) dated 11 December 2020 and made between (1) the Chargor and (2) the Security Trustee as trustee for the Secured Parties (as defined in the Security Agreement) in connection with the Facility Agreement and the other Finance Documents (as defined in the Security Agreement).
- (C) In consideration of the Lender (as defined in the Security Agreement) providing and continuing to provide the facilities contained in the Facility Agreement to the Chargor, the Chargor has agreed to enter into this Supplemental Deed.

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

### *Definitions*

- 1.1 Terms defined in the Security Agreement shall, unless otherwise defined in this Supplemental Deed or the context otherwise requires, have the same meanings when used in this Supplemental Deed and in addition in this Supplemental Deed the following terms have the following meanings:

“**New Mortgaged Property**”: any freehold, commonhold or leasehold property the subject of the security constituted by this Supplemental Deed and references to any “**New Mortgaged Property**” shall include references to the whole or any part or parts of it.

“**Relevant Contract**”:

- (a) an appointment of a Managing Agent;
- (b) an appointment of an Asset Manager;
- (c) an appointment of an Investment Advisor;
- (d) each of the contracts specified in Schedule 2 (*Contracts*);

### *Construction*

- 1.2 All of the provisions of Clauses 1.2 to 1.11 (*Construction*) (inclusive) of the Security Agreement shall, unless the context otherwise requires, apply to this Supplemental Deed as if set out in this Supplemental Deed in full and as if references in those Clauses to “**this Deed**” were references to this Supplemental Deed.
- 1.3 It is intended that this document shall take effect as and be a deed of the Chargor notwithstanding the fact that the Security Trustee may not execute this document as a deed.

1.4 This Supplemental Deed is designated as a Finance Document.

## 2. CREATION OF SECURITY

### *Land*

2.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first legal mortgage all of its right, title and interest in and to the freehold property specified in Schedule 1 (*New Mortgaged Property*).

2.2 Without prejudice to Clause 6 (*Incorporation of Provisions of Security Agreement*), any reference in this Supplemental Deed to a charge or mortgage of any New Mortgaged Property shall be construed so as to include:

2.2.1 all buildings, fixtures, fittings and fixed plant and machinery on that property; and

2.2.2 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.

### *Implied Covenants for Title*

2.3 The security granted by the Chargor under this Supplemental Deed is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

### *Plant and machinery*

2.4 To the extent that they are not the subject of a mortgage or a first fixed charge under Clauses 2.1 to 2.2 (*Land*), the Chargor charges by way of a first fixed charge all plant and machinery relating to the New Mortgaged Property owned by the Chargor and its interest in any plant or machinery in its possession on the New Mortgaged Property.

### *Insurances*

2.5 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance relating to the New Mortgaged Property taken out by it or on its behalf or in which it has an interest (together, the “**New Insurance Rights**”).

2.6 To the extent that they have not been effectively assigned under Clause 2.5 above, the Chargor charges by way of a first fixed charge all of its New Insurance Rights.

### *Other contracts*

2.7 The Chargor:

2.7.1 assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights relating to the New Mortgaged Property:

(a) under each Lease Document;

(b) in respect of all Rental Income;

(c) under any guarantee of Rental Income contained in or relating to any Lease Document;

(d) under each Relevant Contract; and

- (e) under all contracts, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any development of the New Mortgaged Property; and

2.7.2 charges by way of a first fixed charge all of its rights under:

- (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any New Mortgaged Property; and
- (b) any other document, agreement or instrument relating to the New Mortgaged Property to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.

2.8 To the extent that they have not been effectively assigned under Clause 2.7.1 above, the Chargor charges by way of a first fixed charge all of its rights listed under Clause 2.7.1 above.

#### ***Non-Assignable Rights***

2.9 The Chargor declares that to the extent that any right, title, interest or benefit in or in respect of any asset described in this Clause 2 (*Creation of security*) cannot be or is not effectively assigned pursuant to Clause 2.7.1 (*Other contracts*), the Chargor shall:

- 2.9.1 promptly notify the Security Agent of the same and the reasons why such asset is not capable of assignment; and
- 2.9.2 hold the benefit of the same on trust for the Security Agent as security for the payment and discharge of the Secured Liabilities.

#### ***Miscellaneous***

2.10 The Chargor charges by way of first fixed charge:

- 2.10.1 its goodwill;
- 2.10.2 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 2.10.3 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 2.10.2 above;
- 2.10.4 its uncalled capital; and
- 2.10.5 the benefit of all rights in relation to any item under Clauses 2.10.1 to 2.10.4 above.

### **3. INSURANCES**

3.1 The Chargor must:

- 3.1.1 immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Insurers*) to the Security Agreement, on each counterparty to an Insurance relating to the New Mortgaged Property; and
- 3.1.2 use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Insurers*) to the Security Agreement.

#### 4. LAND

##### 4.1 The Chargor must:

4.1.1 serve a notice of assignment, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Occupational Tenants*) to the Security Agreement, on each tenant of the Mortgaged Property, such notice to be served:

- (a) on the date of this Deed for all tenants in place on that date; and
- (b) for any new tenant, promptly upon such tenant entering into a Lease Document; and

4.1.2 use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Occupational Tenants*) to the Security Agreement.

#### 5. OTHER CONTRACTS

##### 5.1 The Chargor must, at the request of the Security Trustee:

5.1.1 immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (*Forms of Letter for Other Contracts*) to the Security Agreement, on each counterparty to a contract listed in Clauses 2.7 to 2.8 (*Other contracts*); and

5.1.2 use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Forms of Letter for Other Contracts*) to the Security Agreement.

#### 6. INCORPORATION OF PROVISIONS OF SECURITY AGREEMENT

##### ***Incorporation***

6.1 The parties to this Supplemental Deed agree that all of the representations and warranties, obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Security Agreement shall be deemed to be incorporated in this Supplemental Deed *mutatis mutandis* and shall apply *mutatis mutandis* to the security constituted or intended to be constituted by Clause 2 (*Creation of Security*) and to any New Mortgaged Property and all other property referred to in that Clause.

6.2 The Security Agreement and this Supplemental Deed shall be read and construed together as one document and any reference in the Security Agreement to “this Deed” shall be read as a reference to the Security Agreement as supplemented by this Supplemental Deed.

6.3 The definitions of “Security Asset” and “Mortgaged Property” in the Security Agreement shall, for the avoidance of doubt, include the New Mortgaged Property and all other property referred to in Clause 2 (*Creation of Security*).

##### ***Confirmation***

6.4 This Supplemental Deed shall be without prejudice to the Security Agreement, the security constituted or intended to be constituted by the Security Agreement and all of the obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Security Agreement which shall remain in full force and effect notwithstanding this Supplemental Deed.



6.5 For the avoidance of doubt, any legal mortgage, charge or assignment (whether at law or in equity) constituted by way of fixed security pursuant to Clause 2 (*Creation of Security*) of the Security Agreement shall continue in full force and effect notwithstanding this Supplemental Deed and shall not merge in any security constituted by this Supplemental Deed or be released, extinguished or affected in any way by the security constituted by this Supplemental Deed or the provisions of this Clause 6.

6.6 The Chargor certifies that this Supplemental Deed does not contravene its memorandum and articles of association.

## 7. PERFECTION OF SECURITY

### *Registration at HM Land Registry*

7.1 The Chargor consents to a restriction in the following terms being entered on the Register of Title relating to any New Mortgaged Property registered at HM 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 [●] referred to in the charges register or their conveyancer. (Standard Form P)”.*

7.2 If the title to any New Mortgaged Property is not registered at HM Land Registry, the Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that New Mortgaged Property without the prior consent in writing of the Security Trustee.

7.3 Whether or not the title to any of the New Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor’s title to any New Mortgaged Property, the Chargor shall immediately provide the Security Trustee with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Supplemental Deed, the Chargor shall immediately and at its own expense take such steps as the Security Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

### *Further Advances*

7.4 Subject to the provisions of the Facility Agreement, each Lender is under an obligation to make further advances to the Chargor under the Facility Agreement and that obligation will be deemed to be incorporated into this Supplemental Deed as if set out in this Supplemental Deed.

## 8. COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an electronic counterpart of this Supplemental Deed by e-mail attachment shall be an effective mode of delivery.

## 9. GOVERNING LAW

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

IN WITNESS of which this Supplemental Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

SCHEDULE 1

NEW MORTGAGED PROPERTY

	Address	Title Number
1.	11,12 and 13 Havelock Street, 40,41 and 42 Hartley Street, 70,71 and 72 High Street East and Land on the West Side of Havelock Street, Sunderland and land adjoining Watts Moses House, High Street East, Sunderland	TY3217, TY124345 & TY498439

## **SCHEDULE 2**

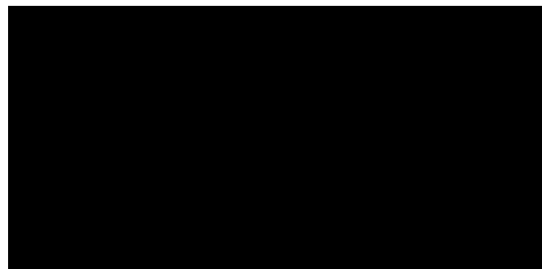
### **CONTRACTS**

N/A

## SIGNATORIES

### THE CHARGOR

EXECUTED as a deed by ALVARIUM )  
HOME REIT ADVISORS as attorney for )  
HOME REIT PLC acting two directors )



**Address:** 6<sup>th</sup> Floor, Bastion House, 140 London Wall, London EC2Y 5DN

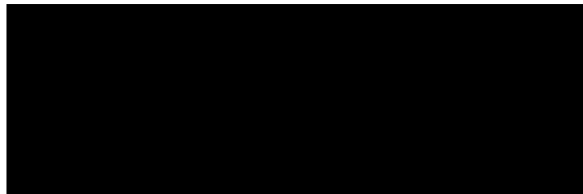
**Attention:** Gareth Jones, Jamie Beale and Charlotte Fletcher

**SECURITY TRUSTEE**

Executed as a deed by

**Mark Duncan**

as attorney for:



**LLOYDS BANK PLC**

Address: Commercial Real Estate – Institutional, 10 Gresham Street, London, EC2V 7AE, United Kingdom.

Attention: Mike Howard