



Registration of a Charge

Company name: **L1 UK PROPERTY NOMINEE 3B1 LTD**

Company number: **12952659**

Received for Electronic Filing: **22/12/2020**



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Details of Charge

Date of creation: **16/12/2020**

Charge code: **1295 2659 0002**

Persons entitled: **OAKNORTH BANK PLC AS SECURITY TRUSTEE**

Brief description: **LEAZES PARADE, FENHAM BARRACKS, NEWCASTLE UPON TYNE, NE2 4NP (TITLE NUMBER TY308020)**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

RHIANNA EDEN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12952659

Charge code: 1295 2659 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th December 2020 and created by L1 UK PROPERTY NOMINEE 3B1 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2020 .

Given at Companies House, Cardiff on 24th December 2020

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

This DEED is made on 16 December 2020

BETWEEN:

- (1) **L1 UK Property Nominee 3B1 Ltd**, a company registered in England and Wales with registered number 12952659 and **L1 UK Property Nominee 3B2 Ltd**, a company registered in England and Wales with registered number 12952663, whose registered offices are at c/o Shipleys LLP, 10 Orange Street, Haymarket, London, WC2H 7DQ (the "**Chargors**" and each a "**Chargor**");
- (2) **OAKNORTH BANK plc**, a company incorporated in England and Wales (registered number 8595042) whose registered office is at 57 Broadwick Street, Soho, London, W1F 9QS as security trustee for the Finance Parties (the "**Security Trustee**").

WHEREAS:-

- (A) The Chargors have entered into a Debenture dated 20 November 2020 (as supplemented and amended from time to time) (the "**Debenture**") in favour of the Security Trustee.
- (B) The Chargors have acquired the Additional Property and enter into this Deed to charge the Additional Property by way of legal mortgage.

IT IS AGREED as follows:-

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the recitals to it):

- 1.1.1 terms defined in the Debenture shall have the same meaning in this Deed; and
- 1.1.2 "**Additional Property**" means each property specified in Schedule 1 (*Details of Additional Property*).

1.2 Interpretation

- 1.2.1 Unless a contrary indication appears, any reference in this Deed to the "**Chargor**", "**Security Trustee**" or the "**Lender**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- 1.2.2 The principles of construction set out in clause 1.2 (*Construction*) and 1.6 (*Limited Recourse*) of the Debenture shall apply to this Deed, with any necessary changes, as if they were set out in full in this Deed.

1.3 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Trustee.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

The terms of any finance arrangements between the parties to the Debenture are incorporated in this Deed to the extent required to ensure that any disposition of Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 Third party rights

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.

2 GRANT OF SECURITY

2.1 Nature of security

All security and dispositions created or made by this Deed are created or made:

- 2.1.1 in favour of the Security Trustee;
- 2.1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- 2.1.3 as continuing security for payment of the Secured Liabilities.

2.2 Legal Mortgage

Each Chargor charges and agrees to charge by way of first legal mortgage all its present and future right, title and interest in and to the Additional Property.

2.3 Delivery of Documents of Title

Each Chargor shall upon the execution of this Deed:

- 2.3.1 deliver up to the Security Trustee all deeds, certificates and other title documents in its possession relating to its interest in the Additional Property (which the Security Trustee shall be entitled to hold and retain in accordance with the terms of the Debenture and the security created by this Deed); or
- 2.3.2 an undertaking from the Chargor's solicitors (in form and substance acceptable to the Security Trustee) to hold all deeds, certificates and other documents of title relating to the Additional Property strictly to the order of the Security Trustee under the terms of the Debenture and the security created by this Deed.

2.4 Land Registry

- 2.4.1 Each Chargor and Security Trustee shall apply to the Land Registry for the following notices to be entered into on the register of the title to the Additional Property:-

"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 OakNorth Bank plc referred to in the charges register".

- 2.4.2 Any obligation on the part of the Lender to make further advances to any Chargor is deemed to be incorporated in this Deed and the Chargors shall apply to the Land Registry confirming that there is an obligation to make further advances on the security of this Deed and applying for a note to be entered to that effect in the Register of Title of the Additional Property.

3 APPLICATION OF DEBENTURE PROVISIONS

The security interests created by this Deed are created "*pursuant to the Debenture*" and all references in the Debenture to the "**Charged Property**" include the Additional Property and the other assets charged by this Deed, and to "**Real Property**" include the Additional Property and the other assets charged by this Deed.

4 SUPPLEMENTAL DEED

4.1 Debenture

- 4.1.1 This Deed is supplemental to the Debenture.

4.1.2 From the date of this Deed the provisions of the Debenture and of this Deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in, and the security created by, this Deed.

4.2 Continuance in force

For the avoidance of doubt, the provisions of the Debenture (except as amended by this Deed) continue to apply and remain in full force and effect.

5 COUNTERPARTS

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

6 GOVERNING LAW

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

IN WITNESS whereof this Deed has been executed and delivered as a deed by the Chargors and signed on behalf of the Security Trustee, on the date first above written.

SCHEDULE 1

Details of the Additional Property

Property description	Tenure	Title number(s)
Leazes Parade, Fenham Barracks, Newcastle Upon Tyne, NE2 4NP	Leasehold	TY308020

THIS DEED has been signed on behalf of the Security Trustee and EXECUTED AS A DEED by the Chargors and is delivered by them on the date specified at the beginning of this Deed.

The Chargors

EXECUTED AS A DEED by)

L1 UK Property Nominee 3B1 Ltd)

acting by HAN ICEE GAN)

Director

In the presence of:)

Signature of witness

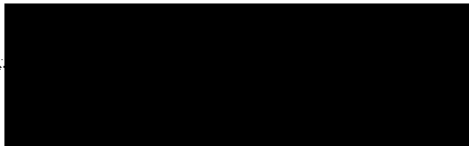


Name of witness

(in BLOCK CAPITALS)

GERALD WEBB

Address of witness



EXECUTED AS A DEED by)

L1 UK Property Nominee 3B2 Ltd)

acting by HAN ICEE GAN)

Director

In the presence of:)

Signature of witness

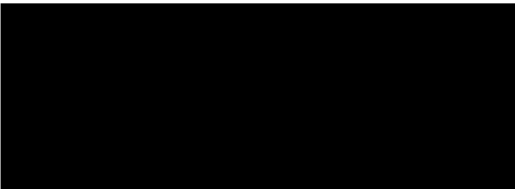


Name of witness

(in BLOCK CAPITALS)

GERALD WEBB

Address of witness



The Security Trustee

SIGNED by

for and on behalf of

OAKNORTH BANK plc

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Authorised signatory

Print name: Vishal Shah