



**Registration of a Charge**

Company Name: **NOTTINGHAM UK OPCO LIMITED**

Company Number: **14002650**



XCVZ1KG2

Received for filing in Electronic Format on the: **01/02/2024**

**Details of Charge**

Date of creation: **31/01/2024**

Charge code: **1400 2650 0002**

Persons entitled: **LASALLE INVESTMENT MANAGEMENT**

Brief description: **BY WAY OF FIRST LEGAL MORTGAGE THE LEASEHOLD INTEREST IN LAND AND BUILDINGS AT LAND ADJOINING HOCKLEY POINT AND LAND ON THE NORTH WEST SIDE OF HOCKLEY POINT, 2 BOSTON STREET, NOTTINGHAM NG1 1BG DEMISED OUT OF THE LANDLORD'S FREEHOLD INTEREST IN REGISTERED TITLE NUMBERS NT568088 AND NT570047 PURSUANT TO A LEASE WITH THE SAME DATE AS THIS MORTGAGE MADE BETWEEN (1) NOTTINGHAM UK PROPCO LIMITED AND (2) NOTTINGHAM UK OPCO LIMITED. FOR MORE DETAILS PLEASE REFER TO THE 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:

**JONES DAY**



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

Company number: 14002650

Charge code: 1400 2650 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2024 and created by NOTTINGHAM UK OPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st February 2024 .

Given at Companies House, Cardiff on 2nd February 2024

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

31 January  
**DATED** \_\_\_\_\_ **2024**

- (1) **NOTTINGHAM UK OPCO LIMITED**  
(as Chargor)
  
- (2) **LASALLE INVESTMENT MANAGEMENT**  
(as Security Agent)

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**SUPPLEMENTAL LEGAL MORTGAGE –  
NOTTINGHAM OPCO LEASE**

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We certify this document as a true copy of the original

*Jones Day*

.....  
Jones Day  
Dated: 1 February 2024

**THIS SUPPLEMENTAL DEED is DATED 31 January 2024 is made**

**BETWEEN**

- (A) **NOTTINGHAM UK OPCO LIMITED** (a company incorporated in England and Wales with registered number 14002650) (the "**Chargor**"); and
- (B) **LASALLE INVESTMENT MANAGEMENT** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

**BACKGROUND**

- (A) This Deed is supplemental to a security agreement (the "**Security Agreement**") dated 21 September 2022 between, among others, the Chargors (as defined therein) and the Security Agent.
- (B) 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 Definitions**

Terms defined in the Security Agreement have the same meaning when used in this Deed.

**1.2 Construction**

1.2.1 Capitalised terms defined in the Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.

1.2.2 The provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Security Agreement will be construed as references to this Deed.

1.2.3 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.

1.2.4 This Deed is a Finance Document and a Security Document for the purposes of the Facilities Agreement.

**1.3 Third party rights**

1.3.1 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.

1.3.2 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.

1.3.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to clause 1.3.2 above and the provisions of the Third Parties Act.

## 2. CREATION OF SECURITY

### 2.1 General

2.1.1 The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

2.1.2 All the security created under this Deed:

- (a) is created in favour of the Security Agent;
- (b) is created over present and future assets of the Chargor;
- (c) is security for the payment of all the Secured Liabilities; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.1.3 The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

### 2.2 Land

2.2.1 The Chargor charges:

- (a) by way of a first legal mortgage all estates, rights and interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 1 (*Real Property*); and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) by way of a first fixed charge all estates, rights and interests in any freehold or leasehold property now or subsequently owned by it.

2.2.2 A reference in this clause 2.2 to a mortgage or charge of any freehold or leasehold property includes:

- (a) all buildings, fixtures (including trade fixtures), fittings and fixed plant and machinery on that property;
- (b) 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; and
- (c) any rights in respect of that property.

### 2.3 Insurances

Save to the extent already charged or assigned under the Security Agreement:

2.3.1 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "Insurance Rights"); and

- 2.3.2 To the extent that they have not been effectively assigned under clause 2.3.1 above, the Chargor charges by way of a first fixed charge all of its Insurance Rights.

## 2.4 Land Registry

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any of its 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 charge dated 31.1.24 in favour of Lasalle Investment Management as security agent referred to in the charges register or their conveyancer. (Standard Form P)".*

## 2.5 Deposit of title deeds

The Chargor must promptly:

- 2.5.1 deposit with the Security Agent or its nominee all deeds and documents necessary to show good and marketable title to any property referred to in clause 2.2 (*Land*) (the "Title Documents");
- 2.5.2 procure that the Title Documents are held at the applicable Land Registry to the order of the Security Agent; or
- 2.5.3 procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose.

## 3. SUPPLEMENTAL SECURITY

### 3.1 Incorporation

- 3.1.1 The Security Agreement and this Deed shall be read together as one instrument on the basis that references in the security agreement to "this Deed" will be deemed to include this Deed.
- 3.1.2 The terms of clause 3 (*Restrictions on Dealings*) to clause 20 (*Release*) (inclusive, other than clause 4.3 (*Land Registry*)) of the Security Agreement are deemed to be incorporated into this Deed as if set out in full in this Deed (with all necessary modifications).

### 3.1.3 Confirmations

- (a) The Security Agreement will remain in full force and effect.
- (b) The Chargor confirms that the execution of this Deed shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Security Agreement.
- (c) The Chargor confirms that, as security for the payment of the Secured Liabilities, it has charged (by way of first fixed charge) or assigned absolutely (subject to a provision for re-assignment on redemption) in favour of the Security Agent the assets relating to the property specified in Schedule 1 (*Real Property*) and referred to in clause 2.3 (*Investments*) to clause 2.10 (*Miscellaneous*) of the Security Agreement.

4. **GOVERNING LAW**

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

5. **JURISDICTION**

5.1 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 the existence, validity or termination of this Deed) or any non-contractual obligation out of or in connection with this Deed (a "**Dispute**").

5.2 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.

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



SCHEDULE 1

Real Property

Chargor	Tenure	Property Description	Title Number
Nottingham UK Opco Limited	Leasehold	The leasehold interest in land and buildings at Land adjoining Hockley Point and land on the north west side of Hockley Point, 2 Boston Street, Nottingham NG1 1BG demised out of the Landlord's freehold interest in registered title numbers NT568088 and NT570047 pursuant to a lease with the same date as this mortgage made between (1) Nottingham UK Propco Limited and (2) Nottingham UK Opco Limited	To be allocated

SIGNATURE PAGE TO SUPPLEMENTAL LEGAL MORTGAGE

Chargor

EXECUTED as a DEED by  
NOTTINGHAM UK OPCO LIMITED  
acting  
by Jay Patel  
by .....

Signature of director

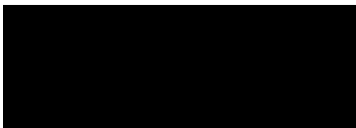
 .....

Jay Patel  
.....

Name of director

in the presence of:

Signature of witness

 .....

Russell Petrie  
.....

Name of witness

Address of witness



**The Security Agent**

Signed for and on behalf of  
**LASALLE INVESTMENT MANAGEMENT**  
*by:*

Signature of Authorised Signatory

Name of Authorised Signatory

...

David white  
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