



Registration of a Charge

LLP name in full: **IV THREE (GP) LLP**

LLP Number: **OC437248**



Received for filing in Electronic Format on the: **17/05/2023**

XC3R7XIA

Details of Charge

Date of creation: **16/05/2023**

Charge code: **OC43 7248 0014**

Persons entitled: **HSBC UK BANK PLC AS SECURITY TRUSTEE**

Brief description: **LEASEHOLD LAND FORMING PART OF BLOCK A (BEING THE PARTS KNOWN AS A3), COLINDALE GARDENS, COLINDALE, LONDON**

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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: **MIKE MEDICI, CMS CAMERON MCKENNA NABARRO OLSWANG**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC437248

Charge code: OC43 7248 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th May 2023 and created by IV THREE (GP) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 17th May 2023 .

Given at Companies House, Cardiff on 19th May 2023

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATE: 16 May 2023

SUPPLEMENTAL LEGAL CHARGE

**IV THREE (GP) LLP ACTING IN ITS CAPACITY
AS GENERAL PARTNER OF IV THREE LP**
(as Chargor)

and

HSBC UK BANK PLC
(as Security Trustee)

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000

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THIS SUPPLEMENTAL LEGAL CHARGE is made on the 16 day of May 2023

BETWEEN:

- (1) **IV THREE (GP) LLP** registered in England and Wales (registered number OC437248) acting in its capacity as general partner of **IV THREE LP** (registered in England and Wales with registered number LP021783) (the “**Chargor**”); and
- (2) **HSBC UK BANK PLC** (the “**Security Trustee**”) as security trustee for the Secured Parties (as defined in the Pioneer Point Facility Agreement defined below).

WHEREAS:

- (A) The Chargor enters into this Supplemental Legal Charge in connection with a Cross-Guarantee (as defined below).
- (B) This Supplemental Legal Charge is supplemental to a cross-guarantee security agreement (the “**Cross-Guarantee Debenture**”) dated 17 December 2021 and made between, among others, (1) the Chargor and (2) the Security Trustee as trustee for the Secured Parties (as defined in the Pioneer Point Facility Agreement defined below) in connection with the Cross-Guarantee (as defined below), as supplemented by a supplemental legal mortgage (the “**2022 Section 1 Supplemental Legal Mortgage**”) dated 21 November 2022 made between (1) the Chargor and (2) the Security Trustee as trustee for the Secured Parties (as defined in the Pioneer Point Facility Agreement) and as further supplemented by a supplemental legal mortgage (the “**2023 Section 2 Supplemental Legal Mortgage**”) dated 1 February 2023 made between (1) the Chargor and (2) the Security Trustee as trustee for the Secured Parties (as defined in the Pioneer Point Facility Agreement) (each of the Cross-Guarantee Debenture, the 2022 Section 1 Supplemental Legal Mortgage and the 2023 Section 2 Supplemental Legal Mortgage being an “**Existing Relevant Security Document**” and together being the “**Existing Relevant Security Documents**”).
- (C) In consideration of the Lenders (as defined in the Pioneer Point Facility Agreement) providing and continuing to provide the facilities contained in the Pioneer Point Facility Agreement to the Borrower (as defined in the Pioneer Point Facility Agreement), the Chargor has agreed to enter into this Supplemental Legal Charge.
- (D) The members of the Chargor are satisfied that the giving of the security contained or provided for in this Supplemental Legal Charge is in the interests of the Chargor and have passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Cross-Guarantee Debenture shall, unless otherwise defined in this Supplemental Legal Charge or the context otherwise requires, have the same meanings when used in this Supplemental Legal Charge and in addition in this Supplemental Legal Charge:

“Colindale Section 1 Long Term Opco Lease”: means the lease agreement dated on the date of this Supplemental Legal Charge between (1) the Legal Owner as landlord, and (2) the Chargor as tenant.

“Cross-Guarantee” has the meaning given to that term under the Pioneer Point Facility Agreement.

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

“Pioneer Point Facility Agreement” means the facility agreement dated 30 January 2020 as amended and restated on 17 December 2021 pursuant to an amendment and restatement deed and made between, among others, Recap IV T2 Four (Jersey) Limited as the company and HSBC UK Bank plc as Agent, Security Trustee and Original Lender and HSBC Bank plc as Original Hedge Counterparty.

Construction

- 1.2 All of the provisions of Clauses 1.2 to 1.8 (*Construction*) (inclusive) of the Cross-Guarantee Debenture shall, unless the context otherwise requires, apply to this Supplemental Legal Charge as if set out in this Supplemental Legal Charge in full and as if references in those Clauses to **“this Deed”** were references to this Supplemental Legal Charge.
- 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 Legal Charge is designated as a Security Document (as defined in the Pioneer Point Facility Agreement).

Third party rights

- 1.5 Unless expressly provided to the contrary in a Pioneer Point 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.

- 1.6 Notwithstanding any term of any Pioneer Point Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 1.7 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.6 above and the provisions of the Third Parties Act.

2. GRANT OF SECURITY

General

- 2.1 The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Cross-Guarantee.
- 2.2 All the Security created under this Supplemental Legal Charge:
- 2.2.1 is created in favour of the Security Trustee;
 - 2.2.2 is created over present and future assets of the Chargor;
 - 2.2.3 is security for the payment of all the Secured Liabilities; and
 - 2.2.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 2.3 The Security Trustee holds the benefit of this Supplemental Legal Charge and this Security on trust for the Secured Parties.

Legal Mortgage

- 2.4 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 leasehold property specified in Schedule 1 (*New Mortgaged Property*).
- 2.5 For the avoidance of doubt and without prejudice to Clause 3 (*Incorporation of Provisions of Cross-Guarantee Debenture*), any reference in this Supplemental Legal Charge to a charge or mortgage of any New Mortgaged Property shall be construed so as to include:
- 2.5.1 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and/or any monies paid or payable in respect of those covenants;
 - 2.5.2 the proceeds of sale of any part of, and any other moneys paid or payable in respect of or in connection with, that New Mortgaged Property; and

- 2.5.3 all fixtures and fittings (including trade fixtures and fittings and tenants' fixtures and fittings) from time to time in or on that New Mortgaged Property.

Acknowledgement of Security

- 2.6 The Chargor acknowledges that the Legal Owner (as defined in the Colindale Facility Agreement) has assigned all of its rights and interest in the Colindale Section 1 Long Term Opco Lease to the Security Trustee and hereby provides its consents, as applicable, to such charge or assignment to the extent required pursuant to the Colindale Section 1 Long Term Opco Lease.

3. INCORPORATION OF PROVISIONS OF CROSS-GUARANTEE DEBENTURE

Incorporation

- 3.1 The parties to this Supplemental Legal Charge 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 Cross-Guarantee Debenture shall be deemed to be incorporated in this Supplemental Legal Charge *mutatis mutandis* and shall apply *mutatis mutandis* to the security constituted or intended to be constituted by Clause 2 (*Grant of Security*) and to any New Mortgaged Property and all other property referred to in that Clause.
- 3.2 The Existing Relevant Security Documents and this Supplemental Legal Charge shall be read and construed together as one document and any reference in the Cross-Guarantee Debenture to “**this Deed**” shall be read as a reference to the Cross-Guarantee Debenture, as supplemented by the 2022 Section 1 Supplemental Legal Mortgage, as further supplemented by the 2023 Section 2 Supplemental Legal Mortgage and as further supplemented by this Supplemental Legal Charge.
- 3.3 The definitions of “**Mortgaged Property**” and “**Security Asset**” in the Cross-Guarantee Debenture shall, for the avoidance of doubt, include the New Mortgaged Property and all other property referred to in Clause 2 (*Grant of Security*).

Confirmation

- 3.4 This Supplemental Legal Charge shall be without prejudice to the Existing Relevant Security Documents, the security constituted or intended to be constituted by the Existing Relevant Security Documents and all of the obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Existing Relevant Security Documents which shall remain in full force and effect notwithstanding this Supplemental Legal Charge.
- 3.5 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 Existing Security Agreement and/or clause 2 (*Grant of Security*) of the 2022 Section 1 Existing Supplemental Legal Mortgage and/or clause 2 (*Grant of Security*) of the 2023 Section 2 Existing Supplemental Legal Mortgage shall continue in full force and effect notwithstanding this Supplemental Legal Charge and shall not merge in any security constituted by this Supplemental Legal Charge or be released, extinguished or affected in any way by the security constituted by this Supplemental Legal Charge or the provisions of this Clause 3.

- 3.6 The Chargor certifies that this Supplemental Legal Charge does not contravene the Partnership Agreement or the LLP Agreement (as defined in the Colindale Facility Agreement).

4. PERFECTION OF SECURITY

Registration at HM Land Registry

- 4.1 The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to the 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)”.

- 4.2 If the title to any New Mortgaged Property is not registered at HM Land Registry, the Chargors 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.
- 4.3 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 Chargors' title to any New Mortgaged Property, the Chargors 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 Chargors 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

- 4.4 Subject to the provisions of the Pioneer Point Facility Agreement, each Lender is under an obligation to make further advances to the Borrowers under the Pioneer Point Facility Agreement and that obligation will be deemed to be incorporated into this Supplemental Legal Charge as if set out in this Supplemental Legal Charge.

Notices

- 4.5 The Chargor must on the date of this Supplemental Legal Charge provide to the Security Trustee (in form and substance satisfactory to the Security Trustee) a copy of a notice to the reversioner of the charging of the New Mortgaged Property to the Security Trustee, accompanied by payment of the appropriate registration fees.

5. COUNTERPARTS

This Supplemental Legal Charge 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 Legal Charge by e-mail attachment or telecopy shall be an effective mode of delivery.

6. GOVERNING LAW

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

7. ENFORCEMENT

- 7.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Legal Charge (including a dispute relating to the existence, validity or termination of this Supplemental Legal Charge or any non-contractual obligation arising out of or in connection with this Supplemental Legal Charge) (a “**Dispute**”).
- 7.2 The Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary.
- 7.3 Notwithstanding Clause 7.3 above, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Supplemental Legal Charge has been signed on or behalf of the Security Trustee and executed as a deed by the Chargor and is delivered on the day and year first before written.

SCHEDULE 1

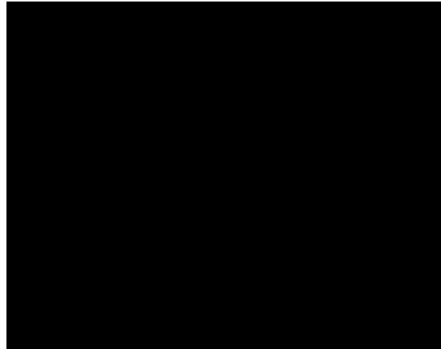
NEW MORTGAGED PROPERTY

Leasehold land forming part of Block A (being the parts known as A3), Colindale Gardens, Colindale, London as demised by the Colindale Section 1 Long Term Opco Lease.

EXECUTION PAGE

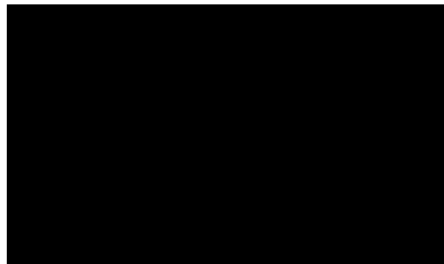
THE CHARGOR

Executed as a deed by)
)
IV THREE (GP) LLP)
a general partner for and)
on behalf of)
IV THREE LP)
)
REALSTAR EUROPEAN)
CAPITAL IV HOLDINGS)
LLP)
(member))
acting by)
REALSTAR CAPITAL)
LLP)
(member))
acting by)
REALSTAR CAPITAL)
(UK) LIMITED)
(member))
acting by)
RYAN DAVID PRINCE
(director)



.....

and
REALSTAR EUROPEAN)
CAPITAL IV (GP) LLP (in)
its capacity as general)
partner for and on behalf)
of Realstar European)
Capital IV L.P.))
(member))
acting by)
RPGP LIMITED)
(member))
acting by)
RYAN DAVID PRINCE
(director)



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THE SECURITY TRUSTEE

SIGNED for and on behalf of

HSBC UK BANK PLC

)

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