



Registration of a Charge

Company name: **BATTERSEA PLACE RETIREMENT VILLAGE LIMITED**

Company number: **07545666**



X4LE2VA2

Received for Electronic Filing: **02/12/2015**

Details of Charge

Date of creation: **25/11/2015**

Charge code: **0754 5666 0009**

Persons entitled: **STARWOOD EUROPEAN FINANCE PARTNERS LIMITED AS SECURITY TRUSTEE**

Brief description: **FREEHOLD LAND AT 73 ALBERT BRIDGE ROAD, LONDON, SW11 4DS - TITLE NO.: TGL16934.**

Contains fixed charge(s).

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: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7545666

Charge code: 0754 5666 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2015 and created by BATTERSEA PLACE RETIREMENT VILLAGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2015 .

Given at Companies House, Cardiff on 3rd December 2015

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

Dated 25 November 2015

- (1) BATTERSEA PLACE RETIREMENT VILLAGE LIMITED
- (2) STARWOOD EUROPEAN FINANCE PARTNERS LIMITED, AS SECURITY TRUSTEE

Mezzanine Supplemental Legal Mortgage

Relating to Land at 73 Albert Bridge Road, London, SW11 4DS

**Acuity Legal Limited
3 Assembly Square
Britannia Quay
Cardiff Bay
Cardiff
CF10 4PL**

**Tel: 029 2048 2288
Fax: 029 2049 5588**

The rights and obligations of the parties to this Deed are subject to an Intercreditor Agreement (as defined in this Deed)

This Mezzanine Supplemental Legal Mortgage is dated

25 November

2015

BETWEEN:

- (1) **BATTERSEA PLACE RETIREMENT VILLAGE LIMITED** of Sherwood House, Forest Road, Kew, TW9 3BY and registered in England and Wales with company number 07545666 (the "**Chargor**"); and
- (2) **STARWOOD EUROPEAN FINANCE PARTNERS LIMITED** in its capacity as Security Trustee (the "**Security Trustee**").

RECITALS

- (A) This Mezzanine Supplemental Legal Mortgage is supplemental to a security agreement dated 7 August 2013, made between, amongst others, Battersea Place LLP (the "**First Chargor**"), the Chargor and the Security Trustee (the "**Mezzanine Security Agreement**").
- (B) This is a Mezzanine Security Document (as defined in the Mezzanine Facility Agreement).
- (C) The Security Trustee holds the benefit of this Mezzanine Supplemental Legal Mortgage, including the security created and other rights granted in it on trust for the Secured Parties.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Mezzanine Supplemental Legal Mortgage:

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

"Intercreditor Agreement" has the meaning set out in the Mezzanine Facility Agreement.

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 7 August 2013 between, amongst others, the First Chargor, the Chargor, the Original Mezzanine Lenders, the Mezzanine Arranger, the Mezzanine Facility Agent and the Security Trustee, as the same may be varied, amended, modified, supplemented or replaced.

"Property" means:

- (a) the property specified in the Schedule (Details of Property); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Associated Rights.

1.2 Interpretation

Save as provided in clause 2 (Incorporated Provisions) or otherwise defined in this Mezzanine Supplemental Legal Mortgage, capitalised terms defined in the Mezzanine Facility Agreement and/or the Mezzanine Security Agreement shall have the same meaning in this Mezzanine Supplemental Legal Mortgage.

The provisions of clause 1.3 of the Mezzanine Security Agreement apply to this Mezzanine Supplemental Legal Mortgage (including the provisions incorporated herein by Clause 2 (Incorporated Provisions)) as if expressly set out herein, *mutatis mutandis*, with each reference to this Deed therein being deemed to be a reference to this Mezzanine Supplemental Legal Mortgage.

The terms of the other Mezzanine Finance Documents are incorporated into this Mezzanine Supplemental Legal Mortgage to the extent required to ensure that any purported disposition of the Property contained in this Mezzanine Supplemental Legal Mortgage is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

If the Security Trustee reasonably considers that an amount paid by the Chargor or any other person to a Secured Party is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Mezzanine Supplemental Legal Mortgage.

Each party to this Deed acknowledges that their rights and obligations are subject to the terms of the Intercreditor Agreement.

2. INCORPORATED PROVISIONS

For the avoidance of doubt and without prejudice to the generality of the foregoing Clauses, the provisions of the Mezzanine Security Agreement apply in relation to the Property to the extent that the same apply to the Property (as defined in the Mezzanine Security Agreement) and (so far as necessary to make them apply to and be enforceable in relation to the Property) they shall be deemed to be incorporated into this Mezzanine Supplemental Legal Mortgage, *mutatis mutandis*, as though set out in full herein with each reference therein to:

- 2.1 Deed being deemed to be a reference to this Mezzanine Supplemental Legal Mortgage; and
- 2.2 Schedule 3, being deemed to be a reference to the Schedule to this Mezzanine Supplemental Legal Mortgage.

3. FIXED SECURITY

The Chargor charges with full title guarantee in favour of the Security Trustee for the payment and discharge of the Secured Obligations, by way of first legal mortgage the Property.

4. APPLICATION TO THE LAND REGISTRY

The Chargor consents to an application being made to the Land Registry to enter the following restriction in the proprietorship register of any property which is, or is required to be, registered forming part of the 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 [date of this Deed] in favour of Starfin Lux S.à r.l referred to in the charges register or, its conveyancer."

and, where applicable, notice of an obligation to make further advances.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Chargor represents and warrants to the Security Trustee on the date of this Mezzanine Supplemental Legal Mortgage in the terms of the Repeating Representations and the representations at clauses 6.1 to 6.5 of the Mezzanine Security Agreement, in each case as if expressly set out in this Mezzanine Supplemental Legal Mortgage and so far as applicable to the Chargor or the Property. Each of the Repeating Representations and the representations at clauses 6.1 to 6.5 of the Mezzanine Security Agreement is made by reference to the facts and circumstances existing at the date of this Mezzanine Supplemental Legal Mortgage.

5.2 The Chargor further represents and warrants as follows:

- (a) except for registration of this Mezzanine Supplemental Legal Mortgage under the Companies Act 2006 and the Land Registration Act 2002, it is not necessary to file, register or record this Mezzanine Supplemental Legal Mortgage in any public place or elsewhere;
- (b) except for registration fees associated with the registration of this Mezzanine Supplemental Legal Mortgage in accordance with clause 5.2(a) above, it is not necessary under the laws of the Chargor's jurisdiction of incorporation that this Mezzanine Supplemental Legal Mortgage be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Mezzanine Supplemental Legal Mortgage or the transactions contemplated by it; and
- (c) any disclosure required to be made by it to any relevant taxing authority in relation to stamp duty land tax payable on any transactions contemplated by this Mezzanine Supplemental Legal Mortgage has been made.

6. CONTINUATION

6.1 Except insofar as supplemented hereby, the Mezzanine Security Agreement will remain in full force and effect.

6.2 This Mezzanine Supplemental Legal Mortgage is supplemental to the Mezzanine Security Agreement. On and from the date of this Mezzanine Supplemental Legal Mortgage:

- (a) the Mezzanine Supplemental Legal Mortgage and the Mezzanine Security Agreement shall be read and construed as one document and in particular the definition of "**Property**" in the Mezzanine Security Agreement shall include the Property described in the Schedule hereto;
- (b) the Chargor acknowledges that references to the "**Mezzanine Security Agreement**" in the Mezzanine Facility Agreement are references to the Mezzanine Security Agreement as supplemented by this Mezzanine Supplemental Legal Mortgage; and
- (c) references in the Mezzanine Security Agreement to "**this deed**", "**hereof**", "**hereunder**" and expressions of similar import shall be deemed to be references to the Mezzanine Security Agreement as supplemented by this Mezzanine Supplemental Legal Mortgage.

7. THIRD PARTY RIGHTS

No person has any right under the Third Parties Act to enforce or enjoy the benefit of any term of this Mezzanine Supplemental Legal Mortgage, other than an Enforcement Party,

which may do so, or any other person, to the extent that this Mezzanine Supplemental Legal Mortgage or any other of the Mezzanine Finance Documents expressly provides for it to do so. No consent of any person who is not a Party is required to rescind or vary this Mezzanine Supplemental Legal Mortgage at any time. This clause 7 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act.

8. **GOVERNING LAW**

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

9. **COUNTERPARTS**

This Mezzanine Supplemental Legal Mortgage may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Mezzanine Supplemental Legal Mortgage. Any party may enter into this Mezzanine Supplemental Legal Mortgage by signing any such counterpart.

THIS MEZZANINE SUPPLEMENTAL LEGAL MORTGAGE has been entered into as a deed on the date stated at the beginning of this Mezzanine Supplemental Legal Mortgage.

SCHEDULE

Details of Property

Address	Nature of Interest	Title Number
73 Albert Bridge Road, London, SW11 4DS	Freehold	TGL16934

Executed as a deed by **BATTERSEA**)
PLACE RETIREMENT VILLAGE LIMITED)
acting by [a director and its)
secretary/~~two directors~~]:)

Director

~~Director~~/Secretary

Executed as a deed by **STARWOOD**)
EUROPEAN FINANCE PARTNERS)
LIMITED acting by two directors)
)

Director

Director