



Registration of a Charge

Company name: **USAF NOMINEE NO.18A LIMITED**

Company number: **10219339**

Received for Electronic Filing: **29/04/2020**



X940O2WH

Details of Charge

Date of creation: **22/04/2020**

Charge code: **1021 9339 0005**

Persons entitled: **WELLS FARGO BANK N.A., LONDON BRANCH (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description: **THE REAL PROPERTY SPECIFIED IN THE INSTRUMENT, INCLUDING STANIFORTH HOUSE (PREVIOUSLY KNOWN AS INTERNATIONAL HOUSE), STANIFORTH STREET, BIRMINGHAM, B4 7DN (TITLE NUMBER WM124657 AND WK121227). FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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:

LINKLATERS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10219339

Charge code: 1021 9339 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd April 2020 and created by USAF NOMINEE NO.18A LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th April 2020 .

Given at Companies House, Cardiff on 30th April 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 SECURITY AGREEMENT

dated 22 April 2020

USAF NOMINEE NO.18 LIMITED

and

USAF NOMINEE NO.18A LIMITED

as the Chargors

and

WELLS FARGO BANK N.A., LONDON BRANCH

acting as Security Agent

RELATING TO A SECURITY AGREEMENT DATED 11 AUGUST 2016

Linklaters

Ref: L-249039

Linklaters LLP

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THIS SUPPLEMENTAL DEED is dated 22 April 2020 and is made between:

- (1) USAF NOMINEE NO.18 LIMITED (Registered number 10218595) and USAF NOMINEE NO.18A LIMITED (Registered number 10219339) (the "**Chargors**"); and
- (2) WELLS FARGO BANK N.A., LONDON BRANCH (the "**Security Agent**") as security trustee for the Secured Parties.

BACKGROUND:

- (A) This Deed is supplemental to a security agreement (the "**Security Agreement**") dated 11 August 2016 between, among others, the Chargors and the Security Agent.
- (B) This Deed is being entered into in connection with a £150,000,000 facility agreement originally dated 11 August 2016 between, among others, the Chargors and the Security Agent, as amended and restated on or around the date of this Deed (the "**Amended Facility Agreement**").
- (C) 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. DEFINITIONS AND INTERPRETATION

1.1 Construction

- (a) Capitalised terms defined in the Security Agreement and Amended Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Incorporation of defined terms*) and Clause 1.3 (*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.
- (c) 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 Third party rights

- (a) 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.
- (b) 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.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 Security

- (a) Each Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charges by way of a first legal mortgage all interests in the real property specified in Schedule 1 (*Real Property*).

- (b) A reference in this Clause 2 to a mortgage of any real property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.2 **Land Registry**

Each Chargor consents to a restriction in the following terms being entered on the Register of Title relating to any 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 [_____] in favour of Wells Fargo Bank N.A., London Branch referred to in the charges register or their conveyancer. (Standard Form P)".

3. **POWER OF ATTORNEY OVER THE COLLATERAL WARRANTIES**

3.1 **Security Agent's rights**

The Security Agent may only exercise its rights under each of the Power of Attorney Deeds upon the occurrence of an Event of Default which is continuing.

3.2 **Chargors' rights**

Each of the Chargors may only exercise their rights under each of the Power of Attorney Deeds with the prior consent of the Security Agent (not to be unreasonably withheld or delayed).

4. **SUPPLEMENTAL SECURITY**

4.1 **Incorporation**

- (a) The Security Agreement shall be read together with this Deed.
- (b) The terms of clause 3 (*Restrictions on dealing with Security Assets*) to clause 24 (*Counterparts*) (inclusive) 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).

4.2 **Confirmation**

Each 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 proviso 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 2.1 (*Creation of Security Interests*) of the Security Agreement.

5. **GOVERNING LAW**

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

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

SCHEDULE 1
REAL PROPERTY

Property	Freehold/Leasehold	Title Number
Staniforth House (previously known as International House), Staniforth Street, Birmingham, B4 7DN	Freehold	WM124657 and WK121227
Newgate Court, Newgate Shopping Centre, Newcastle Upon Tyne	Leasehold	TY542109 and TY551710

SIGNATORIES

Chargor

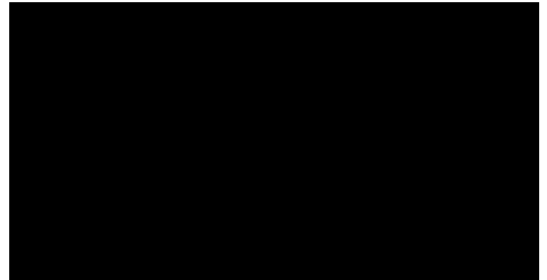
EXECUTED as a DEED by

USAF NOMINEE NO.18 LIMITED

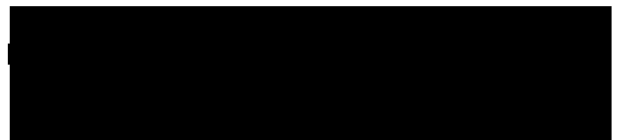
acting by a director: *C. SZPOJNAROWICZ*

In the presence of:

Signature of Director:

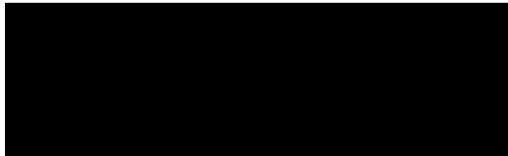


Signature of witness:



Name: *SOWA SZPOJNAROWICZ*

Address:



EXECUTED as a **DEED** by

USAF NOMINEE NO.18A LIMITED

acting by a director: *C. SZPONIAROWICZ*

In the presence of:

Signature of Director:



Signature of witness:



Name: *SONYA SZPONIAROWICZ*

Address:



Security Agent

WELLS FARGO BANK N.A., LONDON BRANCH

By:

