



**Registration of a Charge**

Company name: **CURLEW FIFTH LETTING GP1 LIMITED**

Company number: **10631116**



X6K3ZSYG

Received for Electronic Filing: **27/11/2017**

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**Details of Charge**

Date of creation: **22/11/2017**

Charge code: **1063 1116 0004**

Persons entitled: **INVESTEC BANK PLC AS SECURITY AGENT**

Brief description: **THE PREMISES DEMISED BY THE LEASE OF PART OF THE PROPERTY KNOWN AS LAND AT BLACKHORSE LANE, LONDON, E17 6DS (THE FREEHOLD INTEREST IN WHICH IS REGISTERED UNDER TITLE NUMBER AGL346211), FIRST REGISTRATION OF WHICH IS PENDING AT THE LAND REGISTRY AT THE DATE OF THE SUPPLEMENTAL DEBENTURE WITH PROVISIONAL TITLE NUMBER AGL426131.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **WE 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: **OSBORNE CLARKE LLP**



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

Company number: 10631116

Charge code: 1063 1116 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd November 2017 and created by CURLEW FIFTH LETTING GP1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2017 .

Given at Companies House, Cardiff on 29th November 2017

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**

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 27 NOVEMBER 2017

EXECUTION VERSION

Signed Osborne Clarke LLP

Osborne Clarke LLP

The Supplemental Debenture is made on 22 November 2017  
2 Temple Back East

Between:

Temple Quay, Bristol

BS1 6EG

(1) Curlew Fifth Letting GP1 Limited incorporated in England and Wales with company registration number 10631116) whose registered office is at Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, Kent TN4 8BS and Curlew Fifth Letting GP2 Limited (incorporated in England and Wales with company registration number 10631106) whose registered office is at Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, Kent TN4 8BS acting in their capacity as general partners of Curlew Fifth Letting LP (a limited partnership registered with number LP017900) whose principal place of business is Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, Kent TN4 8BS (the "Chargor"); and

(2) Investec Bank plc as agent and trustee of the Secured Parties (the "Security Agent").

#### Background

- (A) Pursuant to the Original Debenture (as defined below), the Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Chargor has acquired interests in real property and, in accordance with Schedule 3, Part II of the Facilities Agreement (as defined in the Original Debenture (defined below)), the Chargor has agreed to enter into this Supplemental Debenture.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Supplemental Debenture witnesses as follows:

#### 1. Definitions and interpretation

##### 1.1. Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"Additional Property" means:

- (a) all of the freehold and/or leasehold property of the Chargor specified in the schedule (Additional Property);
- (b) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraph (a); and
- (c) the Related Rights arising in relation to any of the assets described in paragraphs (a) and (b).

"Original Debenture" means the debenture dated 23 March 2017 between amongst others (1) the Chargor and (2) the Security Agent.

##### 1.2. Construction

- (a) Unless a contrary intention appears, sub-clause 1.2 (Construction) of the Facilities Agreement applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "this Agreement" being

deemed to be a reference to "this Supplemental Debenture", subject to any necessary changes.

- (b) Any references to the Security Agent or any Receiver shall include its Delegate.

1.3. **Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.4. **Implied covenants for title**

The obligations of the Chargor under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5. **Effect as a deed**

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.6. **Trusts**

- (c) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 28 of the Facilities Agreement.

- (d) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2. **Security Assets**

- 2.1. The Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Security Agent, with full title guarantee, by way of legal mortgage, the Additional Property.

- 2.2. As security for payment of the Secured Liabilities, the Chargor assigns, by way of security, with full title guarantee to the Security Agent all its right, title and interest in:

- (e) the Insurances and the Insurance Proceeds;

- (f) all Rental Income; and

- (g) any Lease Document

in each case relating to the Additional Property, together with all Related Rights relating thereto.

- 2.3. The Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Additional Property on the prescribed Land Registry form and in the following or substantially similar terms:

*"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 supplemental debenture dated • in favour of • referred to in the charges register."*

- 2.4. The Finance Parties must perform their obligations under the Facilities Agreement (including any obligation to make available further advances). In relation to the Additional Property, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Additional Property of the obligation to make further advances.

3. **Incorporation**

The provisions of sub-clause 4.1 (*Continuing Security*) to clause 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "**this Deed**" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

4. **Continuation**

- 4.1. Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2. The Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 4.3. References in the Original Debenture to "**this Deed**" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.4. This Supplemental Debenture is designated as a Finance Document.

5. **Governing law**

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

6. **Jurisdiction**

- 6.1. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
- 6.2. 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.
- 6.3. This clause is for the benefit of the Security Agent only. As a result, the Security Agent 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 Agent may take concurrent proceedings in any number of jurisdictions.

**In witness this Supplemental Debenture** is executed on the date appearing at the head of page 1.

# Schedule

## Additional Property

Chargor	Short Description of Additional Property	Title Number (if registered)
Curlew Fifth Letting GP1 Limited and Curlew Fifth Letting GP2 Limited acting in their capacity as general partners of Curlew Fifth Letting LP	The premises demised by the lease of part of the property known as land at Blackhorse Lane, London, E17 6DS (the freehold interest in which is registered under title number AGL346211) dated 15 September 2017 between (1) Curlew Fifth Property GP1 Limited and Curlew Fifth Property GP2 Limited together acting in their capacity as general partner of Curlew Fifth Property L.P. and (2) Curlew Fifth Letting GP1 Limited and Curlew Fifth Letting GP2 Limited acting in their capacity as general partners of Curlew Fifth Letting LP (the "Lease"), first registration of which is pending at the Land Registry at the date of this deed with provisional title number AGL426131	Provisional title number: AGL426131

## Signatures

### Chargor

Executed as a deed by )  
Curlew Fifth Letting GP1 Limited and )  
Curlew Fifth Letting GP2 Limited acting in )  
their capacity as general partners of )  
Curlew Fifth Letting L.P )

Signature of director .....

Signature of witness .....

Name of witness .....

Address of witness .....

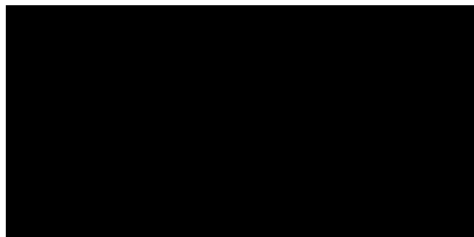
Occupation of witness .....

### Notice Details

Address: 42 Brook Street, London, W1K 5DB  
Fax: 020 3178 5118  
Attention: The Directors

### Security Agent

Signed by )  
authorised signatory )  
for and on behalf of )  
Investec Bank plc )



### Notice Details

Address: 2 Gresham Street, London, EC2V 7QP  
Fax: N/A  
Attention: Jonathan Long



## Signatures

### Chargor

Executed as a deed by )  
Curlew Fifth Letting GP1 Limited and )  
Curlew Fifth Letting GP2 Limited acting in )  
their capacity as general partners of )  
Curlew Fifth Letting L.P )

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Daniel Ademuwagun

Accountant

### Notice Details

Address: 42 Brook Street, London, W1K 5DB  
Fax: 020 3178 5118  
Attention: The Directors

### Security Agent

Signed by )  
authorised signatory )  
for and on behalf of )  
Investec Bank plc )

### Notice Details

Address: 2 Gresham Street, London, EC2V 7QP  
Fax: N/A  
Attention: Jonathan Long