



**Registration of a Charge**

Company Name: **ARROW CARDIFF MANAGEMENT LIMITED**

Company Number: **10723597**



Received for filing in Electronic Format on the: **08/09/2022**

XBC32NN4

**Details of Charge**

Date of creation: **26/08/2022**

Charge code: **1072 3597 0005**

Persons entitled: **CBRE LOAN SERVICES LIMITED AS SECURITY AGENT**

Brief description: **ALL THAT LAND KNOWN AS THE LEASEHOLD LAND AT GROUND FLOOR, THE WEST WING, GLOSSOP ROAD, CARDIFF CF24 0JU REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER CYM801664 PURSUANT TO CLAUSE 2 AND AS DESCRIBED IN SCHEDULE 2 OF THE ACCOMPANYING COPY INSTRUMENT**

**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: **SIMMONS & SIMMONS LLP**



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

Company number: 10723597

Charge code: 1072 3597 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th August 2022 and created by ARROW CARDIFF MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th September 2022 .

Given at Companies House, Cardiff on 12th September 2022

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**

EXECUTION VERSION

# Supplemental Mortgage

between

The companies listed in schedule 1  
each a Chargor

and

CBRE Loan Services Limited  
as Security Agent

**Simmons & Simmons LLP**  
Citypoint, 1 Ropemaker Street  
London  
EC2Y 9SS  
United Kingdom

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**simmons**  
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**THIS AGREEMENT** is dated 26 August 2022 and made

**BETWEEN:**

- (1) **THE COMPANIES** listed in Schedule 1 to this Deed (together, the "**Chargors**" and each, a "**Chargor**"); and
- (2) **CBRE LOAN SERVICES LIMITED**, (the "**Security Agent**")

**BACKGROUND:**

- (A) The Chargor has entered into a security agreement dated 27 July 2022 (the "**Security Agreement**") between, amongst others, the Chargors and the Security Agent.
- (B) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

**IT IS AGREED** as follows:

1. **Interpretation**

1.1 **Definitions**

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed.

1.2 **Construction**

The other provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

1.3 **Designation**

This Deed is a Finance Document.

2. **Creation of Security**

2.1 **Security generally**

All the Security created, or expressed to be created, under this Deed:

- (A) is created in favour of the Security Agent;
- (B) is created over the 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.

## 2.2 Land

- (A) The Chargor charges by way of a first legal mortgage all estates or interests in any freehold or leasehold property (other than property located in Scotland) now owned by it and all rights under any licence or other agreement or document which gives a Chargor a right to occupy or use that property, including the freehold or leasehold property (if any) specified in Schedule 2 to this Deed (*Mortgaged Property*) (the "**Charged Property**").
- (B) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:
  - (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
  - (2) 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.

## 2.3 Contracts

- (A) Arrow Exeter Management Limited charges by way of first fixed charge all of its rights and interest under the Management Agreement.
- (B) For the purpose of this Clause 2.3, "**Management Agreement**" means the management agreement dated on or about the date of this Deed between Arrow Exeter Management Limited, Goadsby & Harding (Commercial) Limited and Generation Partners LLP.

## 3. Restrictions on Dealing

### 3.1 Negative pledge

The Chargor shall not create or permit to subsist any Security over any Charged Property, nor do anything prohibited by clause 21.3 (*Negative pledge*) of the Facilities Agreement, except as permitted by the Facilities Agreement or where agreed in writing by the Security Agent.

### 3.2 Disposals

The Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Facilities Agreement or where agreed in writing by the Security Agent.

## 4. Miscellaneous

With effect from the date of this Deed:

- (A) the Security Agreement and this Deed shall be read and construed together as one deed; and

- (B) any reference in the Security Agreement to this Deed and similar phrases shall include this Deed and all references in the Security Agreement to a Schedule to that Deed (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it).

5. **Governing law**

This Deed and any non-contractual obligations and other matters arising from 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**

### **The Chargors**

1. Arrow Exeter (Phase 2) Limited, a limited liability company incorporated and registered in England and Wales with company registration number 11115650 and whose registered office is at C/O Alter Domus (Uk) Limited, 18 St Swithin's Lane, London, United Kingdom, EC4N 8AD;
2. Arrow Cardiff Management Limited, a limited liability company incorporated and registered in England and Wales with company registration number 10723597 and whose registered office is at C/O Alter Domus (Uk) Limited, 18 St Swithin's Lane, London, United Kingdom, EC4N 8AD; and
3. Arrow Exeter Management Limited, a limited liability company incorporated and registered in England and Wales with company registration number 10627359 and whose registered office is at C/O Alter Domus (Uk) Limited, 18 St Swithin's Lane, London, United Kingdom, EC4N 8AD.



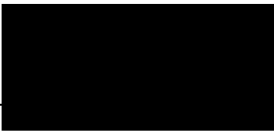

**SCHEDULE 2****The Charged Property**

<b>Chargor</b>	<b>Property</b>
Arrow Exeter (Phase 2) Limited	The leasehold land on the north-west side of Belgrave Road, Exeter registered at HM Land Registry under title number DN683755
Arrow Cardiff Management Limited	The leasehold land at Ground Floor, The West Wing, Glossop Road, Cardiff, CF24 0JU registered at HM Land Registry under title number CYM801664
Arrow Exeter Management Limited	The leasehold land at Belgrave Road, Exeter, EX1 2LB registered at HM Land Registry under title number DN726607
Arrow Exeter Management Limited	The leasehold land on the south-west side of Summerland Street, Exeter registered at HM Land Registry under title number DN744420

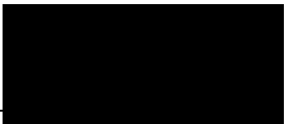

SIGNATURE PAGE TO THE SUPPLEMENTAL MORTGAGE

The Chargors


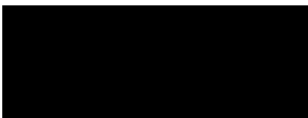
EXECUTED as a DEED )  
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by Arrow Exeter (Phase 2) )  
Limited acting by two )  
directors: )  
 )

\_\_\_\_\_  
  
Director  
\_\_\_\_\_  
  
Director

EXECUTED as a DEED )  
 )  
by Arrow Cardiff )  
Management Limited acting )  
by two directors: )  
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Director  
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Director

EXECUTED as a DEED )  
 )  
by Arrow Exeter )  
Management Limited acting )  
by two directors: )  
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\_\_\_\_\_  
  
Director  
\_\_\_\_\_  
  
Director

**The Security Agent**

CBRE Loan Services Limited

By: