



Registration of a Charge

Company Name: **BRICKS SWANSEA PROPCO LIMITED**

Company Number: **11489836**



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Details of Charge

Date of creation: **31/03/2022**

Charge code: **1148 9836 0005**

Persons entitled: **MOUNT STREET MORTGAGE SERVICING LIMITED**

Brief description: **LEASEHOLD LAND AT MORFA ROAD, SWANSEA DEMISED PURSUANT TO A GROUND LEASE DATED ON OR ABOUT THE DATE OF THIS DEED FOR A TERM OF 250 YEARS FROM AND INCLUDING 27 NOVEMBER 2018 AND MADE BETWEEN BRICKS SWANSEA LAND LIMITED AS LANDLORD AND THE CHARGOR AS TENANT, BEING ALL OF THAT LAND REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER CYM775869. FOR MORE INFORMATION REFER TO SCHEDULE 1 OF THE AGREEMENT.**

Contains fixed charge(s).

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:

PAUL HASTINGS (EUROPE) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11489836

Charge code: 1148 9836 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2022 and created by BRICKS SWANSEA PROPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2022 .

Given at Companies House, Cardiff on 6th April 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

DATED 31 MARCH **2022**

BRICKS SWANSEA PROPCO LIMITED
(as Chargor)

and

MOUNT STREET MORTGAGE SERVICING LIMITED
(as Security Agent)

SUPPLEMENTAL SECURITY AGREEMENT

PAUL
HASTINGS

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THIS DEED is dated 31 March 2022 and is made

BETWEEN:

- (1) **BRICKS SWANSEA PROPCO LIMITED**, a company incorporated in England and Wales with company number 11489836 whose registered address is Ground Floor, 8-9 Bulstrode Place, London, England, W1U 2HY (the "**Chargor**"); and
- (2) **MOUNT STREET MORTGAGE SERVICING LIMITED**, a company incorporated in England and Wales with limited liability (registered number 03411668), and having its registered office at 10 Queen Street Place, London, United Kingdom, EC4R 1AG (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the Facility Agreement and the Security Agreement (each as defined below).
- (B) This Deed is supplemental to the Security 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 Definitions

In this Deed:

"**Facility Agreement**" means the facility agreement dated on or around the date of this Deed between (among others) the Chargor and the Security Agent.

"**Party**" means a party to this Deed.

"**Security Agreement**" means the security agreement dated on or around the date of this Deed between (among others) the Chargor and the Security Agent.

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement and/or the Security Agreement have the same meaning in this Deed unless expressly defined in this Deed including, for the avoidance of doubt, when used in the provisions of this Deed incorporated by reference into this Deed.
- (b) *Clauses 1.2 (Construction), 1.3 (Third Party Rights), 3 (Restrictions on Dealings), 4 (Land), 10 (When Security becomes Enforceable), 11 (Enforcement of Security), 12 (Receiver), 13 (Powers of Receiver), 14 (Application of Proceeds), 15 (Expenses and Indemnity), 16 (Delegation), 17 (Further Assurances), 18 (Power of Attorney), 19 (Miscellaneous) and 20*

(*Release*) of the Security Agreement are deemed to form part of this Deed as if expressly incorporated into this Deed and as if references in those clauses to (a) the Security Agreement were references to this Deed and (b) the Security Assets were references to the assets of the Chargor from time to time charged in favour of, or assigned (whether at law, or in equity) to the Security Agent by or pursuant to this Deed.

- (c) Except as supplemented by this Deed, the Security Agreement remains in full force and effect. The definition of "**Secured Assets**" contained in the Security Agreement shall, for the avoidance of doubt, include all, or the relevant part, of the rights, property, assets and undertaking mortgaged, charged or assigned, as the case may be, under Clause 2 (*Creation of Security*).
- (d) References in the Security Agreement to "this Deed" and similar expressions are deemed to be references to the Security Agreement as supplemented by this Deed.

2. CREATION OF SECURITY

2.1 General

- (a) The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

- (a) The Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 1 (*Real Property*); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold 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 the Chargor in respect of that property or any moneys paid or payable in respect of those covenants and all its present and future benefits, rights and interests in the Related Property Rights.

2.3 Plant and Machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Land*), the Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

3. NEGATIVE PLEDGE

Except as expressly allowed under the Facility Agreement, the Security Agreement or this Deed, the Chargor must not create or permit to subsist any Security on any Security Asset.

4. REPRESENTATIONS

The Repeating Representations are deemed to be made by the Chargor on the date of this Deed, by reference to the facts and circumstances then existing on the date of this Deed.

5. SECURITY AGENT PROVISIONS

- 5.1 The Security Agent executes this Deed as security agent in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its rights, duties, powers and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, the Security Agent shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.
- 5.2 The Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents or Affiliates.
- 5.3 Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed, the Security Agent is entitled to seek instructions from any relevant Secured Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of any relevant Secured Party entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

6. FINANCE DOCUMENT

This Deed is a Security Document and accordingly is a Finance Document.

7. 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**

Leasehold land at Morfa Road, Swansea demised pursuant to a ground lease dated on or about the date of this Deed for a term of 250 years from and including 27 November 2018 and made between Bricks Swansea Land Limited as landlord and the Chargor as tenant, being all of that land registered at the Land Registry with title number CYM775869.

SIGNATORIES

Chargor:

EXECUTED as a DEED by BRICKS
SWANSEA PROPCO LIMITED, acting
by a Director, in the presence of:



SIGNATURE REDACTED

Director

.....

Witness:

Signature SIGNATURE REDACTED
.....

Name: Cathal Kiely

Address: ADDRESS REDACTED

- - -

x I confirm that I was physically
present when this deed was signed.

Security Agent:

EXECUTED by **MOUNT STREET**
MORTGAGE **SERVICING**
LIMITED, acting by an authorised
signatory



SIGNATURE REDACTED
.....
Authorised Signatory