



Registration of a Charge

Company name: **KILLULTAGH ESTATES LIMITED**

Company number: **NI631443**



X5J0L020

Received for Electronic Filing: **04/11/2016**

Details of Charge

Date of creation: **28/10/2016**

Charge code: **NI63 1443 0013**

Persons entitled: **ICG-LONGBOW DEBT INVESTMENTS NO. 4 S.À R.L.**

Brief description: **THE UNREGISTERED FREEHOLD LAND KNOWN AS 20 MIDDLEWOOD ROAD, HILLSBOROUGH, SHEFFIELD S6 4GY AND SHOWN COLOURED PINK ON THE PLAN ANNEXED TO THE INSTRUMENT. FOR MORE DETAILS OF THE LAND, SHIP, AIRCRAFT AND INTELLECTUAL PROPERTY CHARGED, PLEASE REFER TO THE INSTRUMENT.**

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:

GOWLING WLG (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI631443

Charge code: NI63 1443 0013

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 28th October 2016 and created by KILLULTAGH ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2016 .

Given at Companies House, Belfast on 7th November 2016

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 28 October 2016

- (1) KILLULTAGH ESTATES LIMITED
(FORMERLY KNOWN AS ALFRED
STREET PROPERTIES LIMITED)
as Chargor
- (2) ICG-LONGBOW DEBT INVESTMENTS
NO. 4 S.À R.L.
as Chargee

SUPPLEMENTAL LEGAL CHARGE
relating to the Property as defined herein



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THIS SUPPLEMENTAL LEGAL CHARGE is made by way of deed on 28 October 2016

BETWEEN:

- (1) **KILLULTAGH ESTATES LIMITED (FORMERLY ALFRED STREET PROPERTIES LIMITED)**, a limited liability company registered in Northern Ireland (registered number NI631443) with its registered address at Alfred House, 4th Floor, 19-21 Alfred Street, Belfast, Northern Ireland BT2 8ED (the "**Chargor**"); and
- (2) **ICG-LONGBOW DEBT INVESTMENTS NO. 4 S.À R.L.**, a société à responsabilité limitée incorporated and existing under the laws of Luxembourg, having its registered office at 2, Boulevard Konrad Adenauer, L-1115 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (Registre de commerce et des sociétés de Luxembourg) under number: B 195.087 and having a share capital of GBP 11,000 as chargee (the "**Chargee**", which expression shall include all successors, assignees and transferees from time to time).

WHEREAS:

- (A) Pursuant to a facility agreement dated 15 September 2015 between (1) the Chargor as borrower (2) the entities listed in part I of Schedule 1 therein as original guarantors (which includes the Chargor), and (3) the Chargee as lender (as amended and restated on 19 May 2016 and as may be further varied, amended, restated, novated, supplemented, extended, modified and/or replaced from time to time) (the "**Facility Agreement**") the Chargee made facilities available to the Chargor (as borrower).
- (B) As a condition precedent to drawdown by the Chargor under the Facility Agreement, the Chargor entered into a security agreement dated 15 September 2015 with the Chargee (the "**Original Security Agreement**").
- (C) Since the date of the Original Security Agreement, the Chargor has acquired an interest in the Property and the Chargor is required to enter into this Deed.
- (D) The Chargor enters into this Deed to secure the payment, performance and discharge of the Secured Liabilities.
- (E) The Chargor's directors are satisfied that entering into and performing this Deed is in the best interests, and for the commercial purposes and corporate benefit, of the Chargor's business.
- (F) It is intended by the parties to this Deed that this document will take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (G) This Deed is supplemental to the Original Security Agreement.

NOW THE DEED WITNESSES as follows:

1 INTERPRETATION

1.1 Terms defined

In this Deed, unless the context otherwise requires:

"Property"

means the unregistered freehold land known as 20 Middlewood Road, Hillsborough, Sheffield S6 4GY and shown coloured pink on the plan annexed to this Deed.

1.2 Terms defined in the Original Security Agreement

Unless the context requires otherwise or unless otherwise defined in this Deed, words and expressions defined in the Facility Agreement and the Original Security Agreement shall have the same meanings when used in this Deed.

1.3 Application of provisions in the Original Security Agreement

Clause 1.1 (*Definitions*); Clause 1.2 (*Construction*), Clause 1.3 (*Avoidance*), Clause 2.3 (Title Guarantee), and Clause 4 (*Provisions as to Security*) to Clause 19 (*Notices*) (inclusive) and Clause 23 (*Third party Rights*) of the Original Security Agreement are deemed to be incorporated into this Deed with respect to the security created or intended to be created under this Deed with all such necessary modification as if they were set out in full in this Deed

1.4 Incorporation

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any Finance Document to which the Chargee and the Chargor are parties (other than this Supplemental Legal Charge) are incorporated in this Supplemental Legal Charge.

1.5 Inconsistency

If there is any inconsistency between the terms of this Supplemental Legal Charge and those of the Facility Agreement or the Original Security Agreement, the terms of the Facility Agreement or the Original Security Agreement (as appropriate) shall prevail.

1.6 Confirmation

The Chargor confirms that this Supplemental Legal Charge is a Finance Document (under and as defined in the Facility Agreement and a Security Document (under and as defined in the Facility Agreement).

2 REPRESENTATIONS

2.1 Making of Representations and warranties

The Chargor makes the representations and warranties set out in this Clause 2 to the Chargee. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargor throughout the Security Period on each day that representations or warranties are repeated under Clause 18.27 (*Repetition*) of the Facility Agreement with reference to the facts and circumstances then existing.

2.2 Assigned agreements

All agreements, contracts, deeds, appointments, licences, undertakings, guarantees, covenants, warranties, representations and other documents assigned by the Chargor to the Chargee pursuant this Deed are legal, valid, binding and (subject to the Legal Reservations) enforceable, and contain no prohibitions on assignment.

2.3 Stamp duty

No stamp or registration duty (other than registration fees in respect of the registration of this Deed at the Companies Registry in London) or similar tax or charge is payable in its jurisdiction of incorporation in respect of this Deed.

3 SECURITY

3.1 Charges

The Chargor, as continuing security for the payment, performance and discharge of all the Secured Liabilities and in the manner specified in Clause 2.3 (*Title Guarantee*) of the Original Security Agreement:

- (a) charges in favour of the Chargee by way of first legal mortgage all its right, title, benefit and interest in, to and under:
 - (i) the Property;
 - (ii) the proceeds of sale of the Property; and
 - (iii) all licenses to enter upon or use the Property and the benefits of all agreements relating to the Property;
- (b) to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (a) above, charges in favour of the Chargee by way of first fixed charge all its rights, title, benefit and interest (both present and future) in, to and under each of the following including all rights of enforcement of the same:
 - (i) (to the extent not assigned pursuant to Clause 3.2) any agreement relating to the acquisition of the Property and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents now or hereafter in existence in relation to the Property;
 - (ii) all plant and machinery now or in the future belonging to it and its interest in any plant or machinery in its possession and in all Fixtures, in each case on the Property;
- (c) charges in favour of the Chargee by way of a first fixed charge all its rights, title, benefit and interest (both present and future) in, to and under
 - (i) (to the extent not assigned pursuant to Clause 3.2) all of its benefits, claims and returns of premiums in respect of the Insurances;
 - (ii) (to the extent not assigned pursuant to Clause 3.2) its rights under any appointment of any managing agent or other premises and/or asset manager of the Property or the premises from time to time (including, without limitation, each Property Management Agreement and each Asset Management Agreement from time to time);
 - (iii) all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the Property and the right to recover and receive all

compensation which may be payable to it;

- (iv) (to the extent not assigned pursuant to Clause 3.2) to the extent vested in it, all agreements, contracts, building contracts, deeds, appointments, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Chargee to perfect its rights under this Deed or any of the foregoing documents) entered into by or given to the Chargor or given or made by any building contractors, professional advisers or any other person in relation to the Property, including all rights and remedies available to the Chargor against such persons and any rewards or judgements paid or payable to the Chargor;
- (v) any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on the Property) and any other intellectual property assets or rights;
- (vi) all assets which are specified in Clause 3.2 below and are not capable of assignment.

3.2 Assignment

The Chargor in the manner specified in Clause 2.3 (*Title Guarantee*) of the Original Security Agreement, assigns and agrees to assign to the Chargee absolutely, as continuing security for the payment, performance and discharge of the Secured Liabilities all of its right, title, benefit and interest (both present and future) in, to and under:

- (a) all Rental Income (including, for the avoidance of doubt, all future Rental Income) and any guarantee of any such Rental Income in its favour contained in or relating to any Occupational Lease or otherwise in respect of the Property;
- (b) all Occupational Leases of all or any part of the Property;
- (c) all its rights (if any) under any Insurances relating to the Property to which the Chargor is otherwise entitled (including any claims or payments under, and returns of premiums in respect of, the Insurances);
- (d) all agreements, contracts, deeds, appointments, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Chargee to perfect its rights under this Deed or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other document) entered into by or given to the Chargor in respect of the Property (including, without limitation, each Property Management Agreement and each Asset Management Agreement) or any other Security Assets including all:
 - (i) claims, remedies, awards or judgements paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above); and
 - (ii) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against, any designer, builder, contractor, professional

adviser, sub-contractor, manufacturer, supplier or installer of any Fixture;

in each case, relating to all or any part of the Property or such related Security Assets (other than in respect of the same to the extent that such security assignment would result in any reduction in the number of assignments permitted under the same without first requiring the consent of the relevant counterparty);

- (e) all licences held now or in the future in connection with the business carried on upon all or any part of the Property and also the right to recover and receive all compensation which may at any time become payable to the Chargor under the Licensing Act 1964 or any similar legislation.

3.3 To the extent that any such right, title, benefit and interest described in Clause 3.2 is not assignable or capable of assignment, such assignment purported to be effected by Clause 3.2 shall operate, as continuing Security for the payment, discharge, performance and satisfaction of the Secured Liabilities, as an assignment of any and all proceeds of such right, title, benefit or interest paid or payable thereunder save for any proceeds or other amounts properly payable to any third party and to which the Chargor has no right, title, benefit or interest.

3.4 Confirmation of security created by the Original Security Agreement

The Chargor acknowledges that:

- (a) the Property is secured to at least the same extent as the land described in schedule 1 (*Mortgaged Property*) to the Original Security Agreement;
- (b) all its rights in rental income and all its other rights under any occupational lease referable to the Property have been assigned to the Chargee by clause 2.2 (*Assignment*) of the Original Security Agreement;
- (c) all its rights, title and interest, including all claims, the proceeds of all claims and all returns of premiums, in respect of each of the Insurances have been assigned to the Chargee by clause 2.2 (*Assignment*) of the Original Security Agreement; and
- (d) all of its other assets in, on or otherwise referable to the Property is secured to the Chargee by clauses 2 (*Fixed Security*), 3 (*Floating charge*) and 2.2 (*Assignment*), of the Original Security Agreement.

4 PERFECTING THE SECURITY

4.1 Registration at the Land Registry

- (a) The Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of the Property.
- (b) The Chargor confirms that the Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.
- (c) The Chargor shall, at the direction of the Chargee, promptly apply on Form RX1 to the Land Registry (and the Chargor hereby consents to any such application being made

by the Chargee) for a restriction in the following terms to be entered on the registers of each title of the Property:

"No disposition [or specify details] of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [chargee] referred to in the charges register or his conveyancer."

4.2 Tacking and further advances

The obligation (if any) on the part of the Chargee (as Lender) to make further advances to the Chargor or any other persons under the Facility Agreement is deemed to be incorporated in this Deed as if set out in this Deed, and all further advances at any time shall constitute Secured Liabilities. The Chargor shall promptly apply on form CH2 (and the Chargor hereby consents to any such application being made by the Chargee) to the Land Registry for a note of such obligation to be entered on the registers of each title of the Property.

5 NOTICES OF ASSIGNMENTS AND CHARGES

5.1 Tenants/Other Occupiers

The Chargor shall comply with its obligations under clause 6.3 (*Notice to Tenants or Other Occupiers*) of the Original Security Agreement in respect of each Lease Document to which the Property is subject.

5.2 Insurance policies

The Chargor shall comply with its obligations under clause 6.5 (*Notice to Insurers*) of the Original Security Agreement in respect of each relevant policy assigned under clause 2.2 (*Assignment*) of the Original Security Agreement.

6 GOVERNING LAW

This Deed (and any non-contractual obligations arising out of or in connection with it) are governed by, and shall be construed in accordance with, English law.

7 ENFORCEMENT

7.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with it) (a "**Dispute**").
- (b) The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Deed will argue to the contrary.
- (c) This Clause 7.1 is for the benefit of the Chargee only. As a result, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts

with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

- (d) The Chargor hereby irrevocably and unconditionally:
- (i) waives any objection to the jurisdiction of the English courts dealing with (and agrees not to raise or claim immunity from) any proceedings for such enforcement of this Deed (and shall ensure that no such claim is made on its behalf);
 - (ii) consents to the issue of any process, or the giving of any relief, in connection with those proceedings;
 - (iii) waives all immunity from suit, attachment and/or execution, that it or its assets may now or in the future have; and
 - (iv) expressly consents to and acknowledges the terms of this Clause 7.1.

8 COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

9 SECURITY DOCUMENTS

This Deed is a Security Document and a Finance Document.

10 ORIGINAL SECURITY AGREEMENT

Save as supplemented hereby, the Original Security Agreement shall continue in full force and effect in accordance with its terms.

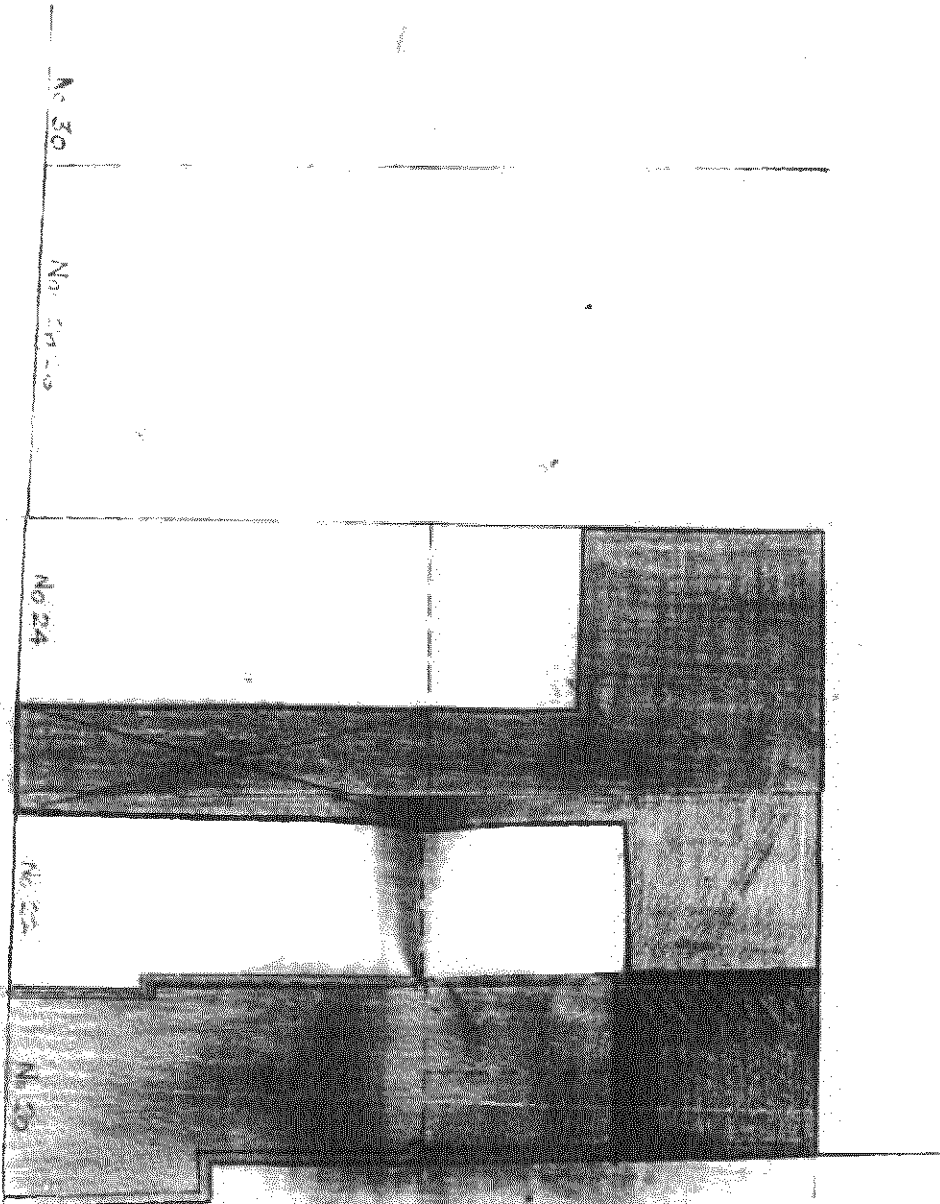
IN WITNESS whereof this Deed has been executed and delivered as a deed by each of the parties hereto the day and year first before written.

Annexure
Plan

HILLSBOROUGH. SHEFFIELD.

PLAN REFERRED TO-

*Leeds City
New Mills*



100 FT

Scale 1/100



100 FT

EXECUTION PAGES

The Chargor

Executed as a deed by

KILLULTAGH ESTATES LIMITED

(FORMERLY ALFRED STREET

PROPERTIES LIMITED) acting by a

director in the presence of

a witness:

.....
Director

.....
Print Name

In the presence of:

Witness Signature:

Witness Name (BLOCK CAPITALS): David Thompson

Witness Occupation:

Witness Address:

The Chargee

Executed as a deed by

ICG-LONGBOW DEBT INVESTMENTS NO. 4

S.À.R.L.

a Société à responsabilité limitée

organized and existing under the laws of
the Grand Duchy of Luxembourg by

[Redacted]

Manager

[Redacted]

being a person who in accordance with
the laws of that territory is acting
under the authority of

Print Name

[Redacted]

ICG-LONGBOW DEBT INVESTMENTS NO. 4

S.À.R.L. and in the presence of a witness

Witness Signature:

[Redacted]

Witness Name (BLOCK CAPITALS):

Marlon Weber

Witness Occupation:

[Redacted]

Witness Address:

[Redacted]

Address for Notices:

Address: ICG-Longbow Debt Investments No. 4 S.À.R.L.
2 Boulevard Konrad Adenauer
L-1115 Luxembourg
Grand Duchy of Luxembourg

Fax No: +352 26 25 88 79

FAO: The Board of Managers