



**Registration of a Charge**

Company Name: **DUAGH PROPERTY LIMITED**

Company Number: **10781555**



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Received for filing in Electronic Format on the: **16/12/2022**

**Details of Charge**

Date of creation: **09/12/2022**

Charge code: **1078 1555 0007**

Persons entitled: **SITUS ASSET MANAGEMENT LIMITED (AS SECURITY TRUSTEE FOR EACH OF THE SECURED PARTIES)**

Brief description: **THAT PART OF THE FREEHOLD LAND REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER TGL26582 AND DESCRIBED AS THE WILLOW CENTRE, WILLOW LANE, MITCHAM, SHOWN RED ON THE PLAN ATTACHED TO THE INSTRUMENT AND KNOWN AS LAND TO THE REAR OF UNITS 1-4, WILLOW CENTRE, WILLOW LANE, MITCHAM CR4 4NX. FOR MORE DETAILS, 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:

**CLIFFORD CHANCE LLP**



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

Company number: 10781555

Charge code: 1078 1555 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th December 2022 and created by DUAGH PROPERTY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2022 .

Given at Companies House, Cardiff on 20th December 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 9 December 2022

DUAGH PROPERTY LIMITED  
AS THE CHARGOR

IN FAVOUR OF

SITUS ASSET MANAGEMENT LIMITED  
AS THE SECURITY AGENT

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SUPPLEMENTAL MORTGAGE  
RELATING TO AN ORIGINAL SECURITY AGREEMENT  
DATED 19 MAY 2021

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THIS SUPPLEMENTAL MORTGAGE is made by way of deed on 9 December 2022 by:

- (1) **DUAGH PROPERTY LIMITED** (registered in England and Wales under number 10781555) (the "**Chargor**") in favour of:
- (2) **SITUS ASSET MANAGEMENT LIMITED** as trustee for each of the Secured Parties (the "**Security Agent**").

**WHEREAS:**

Pursuant to the Original Security Agreement (as defined below) the Chargor created a fixed equitable charge over the Mortgaged Property and, pursuant to Clause 7 (*Further assurance*) of the Original Security Agreement, is obliged to perfect the security under the Original Security Agreement by entering into this Supplemental Mortgage.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Terms defined**

In this Supplemental Mortgage:

"**Contract**" means the contract for the sale of the Mortgaged Property by the Seller to the Chargor.

"**Facilities Agreement**" means the facilities agreement dated 17 May 2021 between, amongst others, London Logistics S.à r.l. as the Original Borrower, the Original Guarantors, the Arranger, Situs Asset Management Limited as the Agent and the Security Agent and the Original Lenders (each as defined in that agreement as amended, varied, novated or supplemented from time to time) as amended and/or restated from time to time including as amended pursuant to an Additional Facility Confirmation dated 30 July 2021 and an amendment agreement dated 30 September 2021, as amended and restated pursuant to an amendment and restatement agreement dated 16 February 2022, as amended by an Additional Facility Confirmation dated 29 April 2022 and as amended pursuant to an amendment and confirmation agreement dated 21 July 2022.

"**Mortgaged Property**" means the freehold property specified in Schedule 1 (*Mortgaged Property*).

"**Original Security Agreement**" means the security agreement dated 19 May 2021 granted by, amongst others, the Chargor in favour of the Security Agent.

"**Secured Liabilities**" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or another Transaction Obligor or by some other person) of each Obligor and each other Transaction Obligor to any Secured Party under each Finance Document (including without limitation pursuant to any Additional Facility (as that term is defined in the Facilities Agreement)).

**"Security Period"** means the period beginning on the date of this Supplemental Mortgage and ending on the date on which the Secured Liabilities have been irrevocably and unconditionally paid or discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents.

**"Seller"** means Willows Centre Management Limited (registered in England and Wales under number 08205910) and includes, where the context so admits, any other person who is or becomes bound to comply with the obligations on the part of the seller in the Contract.

**"Transfer"** means the transfer of the Mortgaged Property by the Seller to the Chargor pursuant to the Contract.

## **1.2 Terms defined in Original Security Agreement**

Unless defined in this Supplemental Mortgage, or the context otherwise requires, a term defined in the Original Security Agreement has the same meaning in the Supplemental Mortgage, or in any notice given under or in connection with this Supplemental Mortgage, as if:

- (a) **"Real Property"** as defined in the Original Security Agreement is construed as referring to the Mortgaged Property; and
- (b) all references in those defined terms to the Original Security Agreement were a reference to this Supplemental Mortgage or that notice.

## **1.3 Application of provisions in Original Security Agreement**

Clauses 1.2 (*Terms defined in other Finance Documents*) to 1.10 (*No obligation*) (inclusive), Clauses 6.5 (*Deposit of title deeds*), 7 (*Further assurance*) and Clauses 10 (*Enforcement of security*) to 26 (*Successors*) (inclusive) and Clause 28 (*Jurisdiction*) of the Original Security Agreement are deemed to form part of this Supplemental Mortgage as if expressly incorporated into it and as if all references in those clauses to the Original Security Agreement were references to this Supplemental Mortgage.

## **1.4 Original Security Agreement**

It is agreed that this Supplemental Mortgage is supplemental to the Original Security Agreement and, except insofar as supplemented by this Supplemental Mortgage, the Original Security Agreement shall remain in full force and effect.

## **1.5 Finance Document**

This Supplemental Mortgage is a Finance Document.

## **2. COVENANT TO PAY**

The Chargor covenants with the Security Agent (as trustee for the Secured Parties) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms.

### **3. COMMON PROVISIONS**

#### **3.1 Common provisions as to all Security**

All the Security constituted by or pursuant to this Supplemental Mortgage is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Security Agreement and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Liabilities.

### **4. SUPPLEMENTAL SECURITY**

The Chargor charges, by way of first legal mortgage, the Mortgaged Property.

### **5. IMPLIED COVENANTS FOR TITLE**

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Supplemental Security*).
- (b) It shall be implied in respect of Clause 4 (*Supplemental Security*) that the Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

### **6. APPLICATION TO HM LAND REGISTRY**

The Chargor consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Mortgaged Property.

*"No disposition 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 [ ] 2022 in favour of Situs Asset Management Limited referred to in the charges register or their conveyancer."*

### **7. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS**

Except where agreed in writing by the Security Agent or as expressly permitted under the Finance Documents, the Chargor will not at any time during the Security Period create or permit to subsist any Security over all or any part of the Mortgaged Property or dispose of or otherwise deal with any part of the Mortgaged Property.

**8. COVENANTS RELATING TO CONTRACT AND TRANSFER**

The Chargor covenants with the Security Agent (as trustee for the Secured Parties) that it shall:

- (a) use all commercially reasonable endeavours to procure compliance by the Seller with its obligations under the Contract to the extent they have not been complied with at the date of this Supplemental Mortgage; and
- (b) exercise its rights under and in respect of the Contract and comply with its covenants contained in the Transfer,

and that it will, promptly following receipt of written request from the Security Agent from time to time, provide such information as the Security Agent reasonably requests regarding the matters referred to in this Clause.

**9. FURTHER ADVANCES**

Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further advances to the Chargor and that obligation will be deemed to be incorporated in this Supplemental Mortgage as if set out in this Supplemental Mortgage. The Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register relating to the Mortgaged Property.

**10. EXTENSION OF POWERS**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Supplemental Mortgage shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Supplemental Mortgage.

**11. GOVERNING LAW**

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

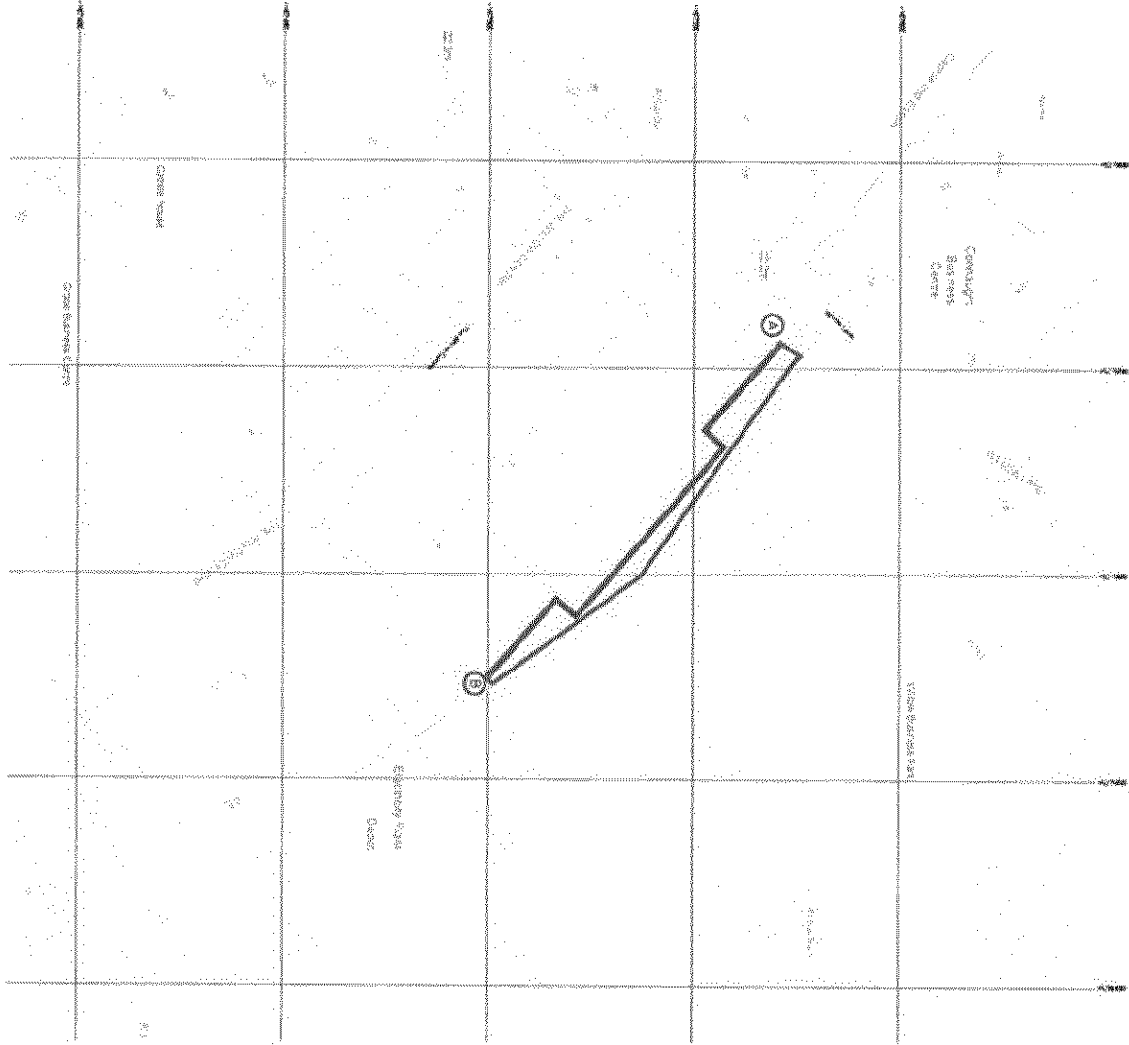
**THIS SUPPLEMENTAL MORTGAGE** has been executed as, and is intended to take effect as, a deed by the Chargor and has been signed by the Security Agent on the date written on the first page of this Supplemental Mortgage.





**SCHEDULE 1  
MORTGAGED PROPERTY**

<b>Description</b>	<b>Tenure</b>	<b>Proprietor / Chargor</b>	<b>Title Number</b>
That part of the freehold land registered at HM Land Registry with title number TGL26582 and described as The Willow Centre, Willow Lane, Mitcham as is shown outlined in red on the plan attached at Schedule 2 to this Supplemental Mortgage and is known as land to the rear of Units 1-4, Willow Centre, Willow Lane, Mitcham CR4 4NX.	Freehold	Duagh Property Limited	<i>To be allocated</i>

# SCHEDULE 2 PLAN



Project Capricorn, Goat  
 Road, Mitham  
 Land Transfer Plan

Drawn	1/1/2018
Checked	1/1/2018
Approved	1/1/2018
Scale	1:100
Sheet	2

## EXECUTION PAGE

**Chargor**

**EXECUTED AS A DEED by  
DUAGH PROPERTY LIMITED**

in the presence of: Johanna Karhukorpi

Director

Signature of witness

Name of witness: Oana Morosanu

Address: 27 Esplanade, St Helier  
JE1 1SG, Jersey

Occupation: Administrator

**Security Agent**

Executed as a deed by **SITUS ASSET** )  
**MANAGEMENT LIMITED** acting )  
by )  
)

in the presence of:

Authorised Signatory

Signature of witness:

Name of witness:

Address:

Occupation: