



**Registration of a Charge**

Company Name: **URBAN LOGISTICS ACQUISITIONS 6 LIMITED**

Company Number: **13718099**



Received for filing in Electronic Format on the: **13/07/2023**

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**Details of Charge**

Date of creation: **12/07/2023**

Charge code: **1371 8099 0012**

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

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING 5 SOUTH FAULDS ROAD, CALDWELLSIDE INDUSTRIAL ESTATE, LANARK, ML11 7SR AND BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER LAN200135.**

**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: **AMY WATSON**



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

Company number: 13718099

Charge code: 1371 8099 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th July 2023 and created by URBAN LOGISTICS ACQUISITIONS 6 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th July 2023 .

Given at Companies House, Cardiff on 14th July 2023

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 HEREBY CERTIFY THIS TO BE A TRUE COPY  
OF THE ORIGINAL

DATE 13/02/23

SIGNED [Signature]  
DLA PIPER SCOTLAND LLP

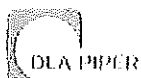
Subjects: 5 South Faulds Road, Caldwellside Industrial Estate,  
Lanark, ML11 7SR  
(Title Number LAN200135)

## Standard Security

Urban Logistics Acquisitions 6 Limited  
Mount Street Mortgage Servicing Limited  
(as security trustee for itself and the Secured Parties (Security Agent))

Dated

2023



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A list of offices and regulatory information can be found at [dlapiper.com](http://dlapiper.com)

We **URBAN LOGISTICS ACQUISITIONS 6 LIMITED**, a company incorporated under the Companies Acts (company number 13718099) and having our registered office at Bond House, 19-20 Woodstock Street, Mayfair, United Kingdom, W1C 2AN (the **Chargor**) **CONFIRM** and **DECLARE** that, in this Standard Security:

- (a) unless the context otherwise requires or unless otherwise defined or provided for, words and expressions shall have the same meaning as are attributed to them under the Facility Agreement (as hereinafter defined);
- (b) any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and words importing individuals include corporations and *vice versa*;
- (c) any word importing the singular shall include the plural and *vice versa*;
- (d) any phrase introduced by the words **including**, **include**, **in particular** or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
- (e) the provisions of clause 1.2 (*Construction*) of the Facility Agreement (as hereinafter defined) apply to this Standard Security as though they were set out in full in this Standard Security, except that references to **this Agreement** are construed to be references to this Standard Security;
- (f) any agreements, undertakings and security given or implied by more than one person shall be assumed to be given jointly and severally by all such persons;
- (g) the Schedule (as hereinafter defined) forms part of this Standard Security; and
- (h) the following words and expressions shall have the respective meanings given to them, namely:

**1970 Act** means the *Conveyancing and Feudal Reform (Scotland) Act 1970* and any lawful variation thereof operative for the time being;

**Amendment and Restatement Agreement** means the amendment and restatement agreement entered into by (1) Urban Logistics Acquisitions 4 Limited and Urban Logistics Acquisitions 6 Limited as Original Borrowers, (2) Urban Logistics Holdings Limited as Shareholder, (3) Urban Logistics Dundee Limited as Original Guarantor, (4) Urban Logistics Acquisitions 7 Limited as Additional Borrower, (5) the Security Agent as Agent and (6) The Security Agent as security trustee on or around the date hereof pursuant to which the terms of the Facility Agreement are amended and restated.

**Existing Standard Security** means the standard security granted by the Chargor in favour of the Security Agent dated 18 August 2022 and registered in the Land Register of Scotland under Title Number LAN200135 on 29 August 2022.

**Event of Default** has the meaning given to the term in the Facility Agreement;

**Facility Agreement** means the facility agreement originally dated 10 March 2021 and made between amongst others, (1) Urban Logistics Acquisitions 4 Limited as Original Borrower and (2) the Security Agent, as amended and restated on 21 December 2021, as amended and restated on 31 May 2022, and as amended, supplemented, extended and/or restated from time to time, including pursuant to the Amendment and Restatement Agreement;

**Finance Documents** has the meaning given to the term in the Facility Agreement;

**Lease** means the occupational lease listed in Part 2 of the Schedule;

**Property** means ALL and WHOLE the subjects described in Part 1 of the Schedule;

**Schedule** means the schedule annexed to this Standard Security;

**Secured Obligations** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document (including all monies covenanted to be paid under this Standard Security);

**Secured Party** has the meaning given to the term in the Facility Agreement;

**Security Agent** means MOUNT STREET MORTGAGE SERVICING LIMITED, a company incorporated in England and Wales with company number 03411668 and having its registered office at 10 Queen Street Place, London, United Kingdom, EC4R 1AG as security trustee for the Secured Parties, which expression shall include any successor acting as such agent and trustee appointed from time to time; and

**Transaction Obligor** has the meaning given to the term in the Facility Agreement.

And WE, the Chargor, hereby in security of the Secured Obligations **GRANT** a Standard Security in favour of the Security Agent over all and whole the Property; **DECLARING THAT:**

- 1 the Standard Conditions specified in Schedule 3 to the 1970 Act shall apply, but the Chargor agrees that such Standard Conditions shall be varied insofar as lawful and applicable by the Facility Agreement. If there is any inconsistency between the terms of this Standard Security and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail to the extent of that inconsistency and where any of the Standard Conditions specified in Schedule 3 to the 1970 Act are more onerous than the equivalent terms of the Finance Documents then the Finance Documents shall prevail;
- 2 the whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Facility Agreement and applicable to the Property shall be incorporated and held to be repeated in this Standard Security *mutatis mutandis*;
- 3 if the Security Agent enters into possession of the Property, the Security Agent will be entitled (if the Security Agent thinks fit) at the expense and risk of the Chargor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Property and not removed within 14 days of the Security Agent entering into possession, without the Security Agent being liable for any loss or damage caused by the exercise of this power. The Security Agent will, though, be obliged to account for the proceeds of any such sale after deducting all expenses incurred by the Security Agent in relation to such furniture, goods, equipment or other moveable property;
- 4 save as permitted by the terms of the Facility Agreement, the Chargor shall not:
  - 4.1 create, or permit to subsist, any subsequent security or charge over the Property or any part of it (except for this Standard Security and the Existing Standard Security); or
  - 4.2 sell, assign, convey, lease, licence or otherwise transfer or dispose of the Property or any part of it to any person;
- 5 without prejudice to the effect of section 13(1) of the 1970 Act (and the foregoing provisions of this Standard Security), if any Secured Party receives notice of any subsequent security, charge or other like interest affecting the Property or any part or parts of it, the Secured Party shall be entitled (whether or not consent has been given) to close any account or accounts with the Chargor in the books of the Secured Party and to open a new account or accounts in place of it or them. If the Secured Party does not do so, the Secured Party shall nevertheless be treated as if it had done so at the time it received notice and, as from that time, all

payments made by the Chargor to the Secured Party shall be credited or treated as credited to the new account or accounts and shall not operate to reduce any Secured Obligation;

- 6 for the purposes of Standard Condition 9(1)(b) of Schedule 3 to the 1970 Act, the Chargor shall be held to be in default on the occurrence of an Event of Default and shall remain for so long as such Event of Default is continuing;
- 7 the Security Agent may at any time (without notice or consent) assign this Standard Security to any person in accordance with the terms of the Facility Agreement. In case of any such assignation, the assignee shall have the benefit of all the obligations of the Chargor and the provisions contained in this Standard Security and may at any time after the assignation exercise all rights and remedies of the Security Agent for securing the Secured Obligations;
- 8 a certificate signed by an authorised signatory on behalf of the Security Agent as to the amount of the Secured Obligations shall, except in the case of manifest error, conclusively constitute the amount of the Secured Obligations at the relevant time for all purposes of this Standard Security;
- 9 the Chargor shall, at its own expense, take whatever action the Security Agent may require for perfecting or protecting the security intended to be created by this Standard Security and facilitating the realisation of the Property or the exercise of any right, power or discretion exercisable by the Security Agent (or any of its delegates or sub-delegates) in respect of the Property, including the execution of any transfer, conveyance, assignation or assurance whether to the Security Agent or its nominees, the giving of any notice, order or direction and the making of any registration which, in any such case, the Security Agent may think expedient;
- 10 each and every provision of this Standard Security shall separately be given the fullest effect permitted by law. If at any time one or more of the provisions of this Standard Security shall be or become unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not, in any way, be affected or impaired by that and the provision or provisions affected by any such unenforceability shall be given effect in all other respects other than that in which it is or they are unenforceable;
- 11 no failure or delay by the Security Agent or any of the Secured Parties in exercising any right, power or remedy provided by this Standard Security or by law shall operate as a waiver of such right, power or remedy, and no single or partial exercise of any such right, power or remedy shall prevent further exercise of that or any other right, power or remedy;
- 12 subject to the following, any notices, requests, demands and other communications to be given under this Standard Security shall be given in the same manner as notices may be given under the Facility Agreement. The foregoing does not apply to the service of Calling-up Notices or default notices under the 1970 Act;
- 13 the Chargor consents to the registration of this Standard Security and of any certificate referred to in clause 8 above for preservation;
- 14 this Standard Security shall be governed by and construed in accordance with the law of Scotland and the Chargor prorogates the non-exclusive jurisdiction of the Scottish Courts without prejudice to the ability of the Security Agent to proceed against the Chargor in any other appropriate jurisdiction;
- 15 the Chargor grants warrandice but excepting therefrom the Lease and the Existing Standard Security;
- 16 this Standard Security is executed in favour of the Security Agent in the exercise of the rights, powers and authority conferred and vested in the Security Agent under the Facility Agreement

and any other Finance Document for and on behalf of the Secured Parties for whom the Security Agent acts. The Security Agent will exercise its powers, rights, duties and authority under this Standard Security in the manner provided for in the Facility Agreement and, in so acting, it 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;

- 17 the Security Agent shall not owe any fiduciary duties to any party to this Standard Security or any of their directors, employees, agents or affiliates; and
- 18 notwithstanding any other provisions of this Standard Security, in acting under and in accordance with this Standard Security the Security Agent is entitled to seek instructions from the relevant Finance 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 a Finance Party or Finance Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.
- 19 On or around the date of this Standard Security, the Facility Agreement will be amended and restated pursuant to the terms of the Amendment and Restatement Agreement.
- 20 It is a condition precedent of the Amendment and Restatement Agreement that the Chargor enters into this Standard Security.

21 Notwithstanding any other provision of this Standard Security, the parties acknowledge and agree that the Chargor enters into this Standard Security in addition to, and without prejudice to, the Existing Standard Security and that any references in this Standard Security to the Security created hereunder being first ranking are subject to any prior ranking Security created under the Existing Standard Security

IN WITNESS WHEREOF these presents consisting of this and the preceding four pages together with the Schedule annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of  
URBAN LOGISTICS ACQUISITIONS 6 LIMITED

at LONDON

on the 29 day

of JUNE 2023

by Janit Wulfgaun

..... Director

before this witness

..... Witness

LOUISA ROBBINS Full  
Name

S. HERTFORD COURT Address

SW11 2PH



## Schedule

This is the Schedule referred to in the foregoing Standard Security granted by Urban Logistics Acquisitions 6 Limited in favour of Mount Street Mortgage Servicing Limited as security trustee and agent for itself and the Secured Parties in respect of 5 South Faulds Road, Caldwellside Industrial Estate, Lanark, ML11 7SR

### Part 1

ALL and WHOLE the subjects known as and forming 5 South Faulds Road, Caldwellside Industrial Estate, Lanark, ML11 7SR and being the subjects registered in the Land Register of Scotland under Title Number LAN200135.

### Part 2

Lease between the Chargor and Tuffnells Parcels Express Limited dated 20 May and 13 July and registered in the Books of Council and Session on 10 August, all dates 2022.

For and on behalf of  URBAN LOGISTICS ACQUISITIONS 6 LIMITED

