



Acquisition of a Charge

Company name: **CAPITAL INDUSTRIAL 1 LIMITED**

Company number: **12898563**

Received for Electronic Filing: **07/01/2021**



X9VPJAS1

Details of Charge

Date of creation: **10/12/2015**

Date of acquisition: **30/12/2020**

Charge code: **1289 8563 0005**

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

Brief description: **ALL PRESENT AND FUTURE FREEHOLD OR LEASEHOLD LAND INCLUDING, BUT NOT LIMITED TO, THE FREEHOLD LAND COMPRISING LEYTON INDUSTRIAL VILLAGE, ARGALL AVENUE, LONDON E10 7QP PURSUANT TO CLAUSE 2 AND SCHEDULE 1 OF THE ACCOMPANYING COPY INSTRUMENT**

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12898563

Charge code: 1289 8563 0005

The Registrar of Companies for England and Wales hereby certifies that a charge acquired by CAPITAL INDUSTRIAL 1 LIMITED on 30th December 2020 was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th January 2021 .

Given at Companies House, Cardiff on 8th January 2021

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**

Supplemental Legal Mortgage

between

Capital Industrial One B.V.
as Chargor

and

Mount Street Mortgage Servicing Limited
as Security Agent

relating to the properties known as Leyton Industrial Village, 137 Ormside Street and
220 Ilderton Road

Simmons & Simmons

Simmons & Simmons LLP · CityPoint · One Ropemaker Street · London · EC2Y 9SS · United Kingdom
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THIS DEED is dated

10 December 2015

and made

BETWEEN:

- (1) **CAPITAL INDUSTRIAL ONE B.V.** a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands having its seat (*zetel*) in Amsterdam, the Netherlands, and its registered office at Apollolaan 151, 1077 AR Amsterdam, The Netherlands, registered at the trade register under file number 59098708 (the "Chargor"); and
- (2) **MOUNT STREET MORTGAGE SERVICING LIMITED**, a company registered in England and Wales with registered number 03411668 as security trustee for the Secured Parties (the "Security Agent").

BACKGROUND:

- (A) The Chargor has entered into a security agreement dated 3 March 2015 (the "Security Agreement") between the Chargor and the Security Agent.
- (B) 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. Interpretation

- (A) Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed.
- (B) 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.
- (C) 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 as security trustee for the Secured Parties;
- (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:

- (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property, including the freehold or leasehold property (if any) specified in Schedule 1 (*Mortgaged Property*); and
 - (2) (to the extent that they are not the subject of a legal mortgage under clause 2.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property.
- (B) The Chargor assigns absolutely to the Security Agent all of its rights and interests in and to each Lease Document (including all Rental Income and in respect of any guarantee of Rental Income contained in or relating to any Lease Document).
- (C) 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 the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Insurances

- (A) The Chargor assigns absolutely to the Security Agent all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.
- (B) To the extent that they are not effectively assigned under clause 2.3(A), the Chargor charges by way of first fixed charge all its rights and amounts described in clause 2.3(A).

2.4 Contracts

- (A) The Chargor assigns absolutely to the Security Agent all of its rights and interests under each Assigned Contract.
- (B) To the extent that any such right described in clause 2.4(A) is not capable of assignment, the assignment of that right purported to be effected by clause 2.4(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this clause or are not effectively assigned under clause 2.4(A) or 2.4(B), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

(D) If the Chargor assigns an Assigned Contract under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:

- (1) the Chargor must notify the Security Agent as soon as is reasonably practicable (and in any case within 10 Business Days of the relevant event or circumstance);
- (2) the assignment or charge will not take effect until that consent is obtained;
- (3) unless the Security Agent otherwise requires, the Chargor shall use reasonable endeavours to obtain the consent as soon as reasonably practicable; and
- (4) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.

3. **Miscellaneous**

With effect from the date of this Deed any reference in the Security Agreement to this Deed and similar phrases will include this Deed and all references in the Security Agreement to Schedule 2 (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it).

4. **Governing law**

This Deed and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

5. **Enforcement**

The provisions of clause 30 (*Enforcement*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

PART 1 : MORTGAGED PROPERTY

Freehold/Leasehold	Title Number(s)	Description
Freehold	EGL425629	Leyton Industrial Village, Argall Avenue, London E10 7QP
Leasehold	EGL432403	Leyton Industrial Village, Argall Avenue, London E10 7QP
Freehold	TGL144332	137 Ormside Street, London SE15 1TF
Freehold	SGL451593	202 Ilderton Road, London SE15 1NT

PART 2 : ASSIGNED CONTRACTS

None specified.

EXECUTION PAGE

Capital Industrial One B.V.



By: Capital Industrial Holdings B.V.
Title: Managing Director
By: GLENN AARONSON
Title: Managing Director



By: Capital Industrial Holdings B.V.
Title: Managing Director
By: Jean-Philippe Milot
Title: Managing Director

Address: Apollolaan 151, 1077 AR Amsterdam, The Netherlands

Fax: +31 20 723 3461

Attention: GLENN AARONSON and Jean-Philippe Milot

The Security Agent

MOUNT STREET MORTGAGE SERVICING LIMITED

By:

EXECUTION PAGE

Capital Industrial One B.V.

By: Capital Industrial Holdings B.V.
Title: Managing Director
By:
Title: Managing Director

By: Capital Industrial Holdings B.V.
Title: Managing Director
By: Jean-Philippe Milot
Title: Managing Director

Address: Apollolaan 151, 1077 AR Amsterdam, The Netherlands

Fax: +31 20 723 3461

Attention: _____ and Jean-Philippe Milot

The Security Agent

MOUNT STREET MORTGAGE SERVICING LIMITED

By:

