

DATED 8 June 2023

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) NEPTUNE WHARF LTD

and

(3) REMUS ROAD NORTH LIMITED

SUPPLEMENTAL DEED TO A LEGAL MORTGAGE
relating to Neptune Wharf, Fish Island



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THIS SUPPLEMENTAL DEED is made on

9 June 2023

Level 9, 5 Endeavour Square
Stratford, London, E20 1JN

BY:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of ~~Level 10, 1 Stratford Place, Montfichet Road, London, E20 1EJ~~ (the "**LPA**");
- (2) **NEPTUNE WHARF LTD** (Company Registration Number 05310591) whose registered office is at 14 Holywell Row, London, EC2A 4JB (the "**Mortgagee**"); and
- (3) **REMUS ROAD NORTH LIMITED** (Company Registration Number 13630972) of Office 9, Dalton House, 60 Windsor Avenue, London SW19 2RR (the "**Purchaser**").

WHEREAS:-

- (A) This Supplemental Deed is supplemental to a Legal Mortgage dated 27 March 2014 made between (1) the LPA and (2) the Mortgagee (the Legal Mortgage).
- (B) Immediately prior to the date of this Supplemental Deed, the Purchaser acquired the freehold interest in the land the subject of the Legal Mortgage.
- (C) The parties have agreed to enter into this Supplemental Deed for the purposes of novating the Mortgagee's rights, obligations and liabilities under the Legal Mortgage to the Purchaser on the terms of this Deed.

1. **INTERPRETATION**

In this Supplemental Deed:-

- 1.1 "**Legal Mortgage**" means the legal mortgage dated 27 March 2014 between (1) Neptune Wharf Ltd (2) the LPA registered at HM Land Registry against part of the property known as land on the north west side of Wyke Road, Poplar, London with title number EGL288862;
- 1.2 terms and expressions defined in the Legal Mortgage shall have the same meaning in this Supplemental Deed unless otherwise provided;
- 1.3 any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply;
- 1.4 headings in this Supplemental Deed are for convenience only and shall not be taken into account in its construction and interpretation;
- 1.5 references to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Supplemental Deed save where the context provides otherwise;
- 1.6 where the context so requires:-
 - 1.6.1 the singular includes the plural and vice versa;
 - 1.6.2 the masculine includes the feminine and vice versa; and
 - 1.6.3 persons includes bodies corporate associations and partnerships and vice versa;
- 1.7 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction;
- 1.8 references to any party shall include their respective successors in title and assigns.

2. LEGAL EFFECT AND NOVATION

2.1 With effect from the date hereof:

2.1.1 the Mortgagee, by way of novation, transfers all of its rights, obligations and liabilities under the Legal Mortgage to the Purchaser;

2.1.2 the LPA:

- (a) consents to the novation of the Legal Mortgage by the substitution of the Purchaser for the Mortgagee and expressly agrees that the Legal Mortgage shall be deemed to have been made with the Purchaser for all purposes and in respect of all rights, benefits, liabilities and obligations arising thereunder;
- (b) accepts the liability of the Purchaser to perform all obligations under the Legal Mortgage in substitution of the liability of the Mortgagee;
- (c) accepts and shall enjoy all the rights and benefits on the part of the LPA under the Legal Mortgage as novated to the Purchaser; and
- (d) covenants with the Purchaser to observe perform and be bound by the terms conditions and provisions on the part of the LPA contained in of the Legal Mortgage, in all respects as if the Purchaser had been the original party to the Legal Mortgage in substitution of Mortgagee.

2.1.3 the Purchaser:

- (a) accepts by way of novation, the transfer of the Mortgagee's rights and obligations under the Legal Mortgage;
- (b) accepts and shall enjoy all the rights and benefits on the part of the Mortgagee under the Legal Mortgage; and
- (c) covenants with the LPA to observe perform and be bound by the obligations, terms, conditions and provisions on the part of the Mortgagee in all respects as if it had been the original party to the Legal Mortgage in substitution for the Mortgagee such that the Purchaser assumes liability for all past, present and future obligations, terms and conditions on the part of the Mortgagee contained in the Legal Mortgage.

2.1.4 references to the Mortgagee in the Legal Mortgage shall be read and construed as references to the Purchaser.

2.2 The parties agree that the covenants and obligations contained in the Legal Mortgage are to continue in full force and effect as modified by this Supplemental Deed.

3. THIRD PARTY RIGHTS

This Supplemental Deed gives no rights under the Contract (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act and it may be enforced by the successors in title of the parties and by any successor to the LPA's statutory functions.

4. NO WAIVER

No alteration in the terms of this Supplemental Deed nor any forbearance or forgiveness on the part of the LPA in or in the extent or nature of any matter or thing concerning this



Supplemental Deed shall in any way release the Purchaser from any liability under this Supplemental Deed.

5. **NO FETTER**

Nothing in this Supplemental Deed shall prejudice or affect the rights powers duties and obligations of the LPA in the exercise of its functions in any capacity.

6. **JURISDICTION**

This Supplemental Deed is governed by and interpreted in accordance with the law of England.

7. **FURTHER ASSURANCE**

Each of the parties to this Supplemental Deed shall at its own cost do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as may from time to time be required to give effect to the terms of this Deed.

8. **DELIVERY**

The provisions of this Supplemental Deed shall be of no effect until this Supplemental Deed has been dated.



IN WITNESS whereof the parties hereto have executed this Supplemental Deed as a deed the day and year first before written.

EXECUTED as a Deed (but not delivered until)
dated) by affixing the common seal of)
LONDON LEGACY DEVELOPMENT)
CORPORATION)
in the presence of:-

A. Holigant
.....
Authorised signatory



Signed as a Deed (but not delivered until)
dated) by a)
director of **NEPTUNE WHARF LTD** in the)
presence of:-

[Handwritten signature]
.....
Director

[Handwritten signature]
Witness name **MUOY-MAY YOUNG MUOY**
7 MILLER ARCH
ROSEMARINE
W10 8UZ
.....
Witness address

Signed as a Deed (but not delivered until)
dated) by Michael Nicholls a director of)
REMUS ROAD NORTH LIMITED)
in the presence of:-

[Handwritten signature]
.....
Director

[Handwritten signature]
.....

.....
Witness name
Claire Thirkill
.....

Witness address
7B Malvasia
Vineyards
Gibraltar
GX11 1AA

[Handwritten initials]

