



**Registration of a Charge**

Company Name: **GRANTHAM INVESTMENTS LIMITED**

Company Number: **00804559**



Received for filing in Electronic Format on the: **07/04/2022**

XB1G212B

**Details of Charge**

Date of creation: **22/03/2022**

Charge code: **0080 4559 0073**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **• LAND ON SOUTH SIDE OF WHISBY ROAD, SKELLINGTHORPE (TITLE NUMBERS: LL150149 AND LL217412) • UNITS 1 & 2 HARRIER COURT, YAXLEY, PETERBOROUGH, PE7 3EH (TITLE NUMBER: CB449793) • LAND AND BUILDINGS ON THE SOUTH WEST SIDE OF SWINGBRIDGE ROAD, GRANTHAM (LL133028)**

**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: **SARAH BUTTERWORTH FOR AND ON BEHALF OF WOMBLE BOND DICKINSON (UK) LLP**



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

Company number: 804559

Charge code: 0080 4559 0073

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd March 2022 and created by GRANTHAM INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th April 2022 .

Given at Companies House, Cardiff on 12th April 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**

22 March 2022

**Supplemental Debenture**

**Grantham Investments Limited (1) and  
HSBC UK Bank plc (2)**

WE ROYTHORNES LIMITED OF ENTERPRISE WAY,  
PINCHBECK, SPALDING, Lincs PE11 3YR HEREBY  
CERTIFY THIS TO BE A TRUE AND CORRECT  
COPY OF THE ORIGINAL

*Roythornes*  
29.03.2022

DATE 22 March 2022

## PARTIES

- (1) Grantham Investments Limited (No. 00804559) (the **Chargor**), a company registered in England or Wales whose registered office is at 3 Castlegate, Grantham, Lincolnshire, NG31 6SF.
- (2) HSBC UK BANK PLC as the Bank (the **Bank**).

## BACKGROUND

- (A) By the Debenture the Chargor created fixed and floating charges over all of its property, assets and undertaking as security for the Secured Liabilities (as defined in the Debenture).
- (B) In accordance with the Debenture, the Chargor has agreed to grant a supplemental mortgage over the Further Property in favour of the Bank on the terms of this Supplemental Legal Mortgage.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in Clause 1.2 below apply:

**Debenture** the debenture dated 15 December 2021 and made by (among others) the Chargor in favour of the Bank, as the same may be amended and restated or modified or supplemented from time to time and any documents which are ancillary, supplemental or referred to therein.

**Further Land** the land specified in Schedule 1 (*Further Land*).

### 1.2 Interpretation

- 1.2.1 The principles of interpretation set out in Clause 1.1 (*Interpretation*) of the Debenture apply to this Deed insofar as they are relevant to it.

### 1.3 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Bank.

### 1.4 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

### 1.5 Third party rights

The provisions of Clause 1.6 (*Third party rights*) of the Debenture apply to this Deed as they apply to the Debenture.

## 2. DESIGNATION

- 2.1 The Chargor enters into this Deed pursuant to Clause 6.2 (*Supplemental Debenture*) of the Debenture.
- 2.2 This Deed is supplemental to the Debenture.

### **3. CREATION OF SECURITY**

#### **3.1 Further Land**

As a continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Bank, all its right, title and interest from time to time by way of first legal mortgage in and to all Further Land, provided that references to the Land charged by way of first legal mortgage in the Debenture shall include the Further Land referred to in Schedule 1 to this Deed.

### **4. DEBENTURE**

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the Chargor mortgaged, charged or assigned to the Bank (whether by way of legal mortgage, assignment or fixed charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

### **5. FURTHER ASSURANCE**

#### **5.1 Application to Land Registry**

The Chargor consents to the registration against the registered title(s) specified in Schedule 1 (*Further Land*) of:

5.1.1 a restriction in the form set out in Clause 5.3.1 (*Application to the Land Registry*); and

5.1.2 a notice as described in Clause 5.3.2 (*Application to the Land Registry*);

of the Debenture.

#### **5.2 Further assurance**

Clause 6.1 (*Further assurance*) of the Debenture applies to this Deed as if the references in that clause to the Debenture were references to this Deed.

#### **5.3 Further assurance and delivery of documents**

Clause 6 (*Covenants*) of the Debenture apply to this Deed as if the references in those clauses to the Debenture were references to this Deed.

### **6. EFFECT ON DEBENTURE**

The Debenture shall continue in full force and effect as supplemented by this Deed.

### **7. FURTHER PROVISIONS**

The provisions of Clauses 14.1 (*Enforcement*), 24.4 (*Counterparts*) and 27 (*Governing law*) of the Debenture apply to this Deed as they apply to the Debenture.

**EXECUTED AS A DEED** and delivered on the date at the beginning of this Deed.

# **SCHEDULE 1**

## **Further Land**

<b>Property Address</b>	<b>Title Number</b>
Land on South side of Whisby Road, Skellingthorpe	LL150149 and LL217412
Units 1 & 2 Harrier Court, Yaxley, Peterborough, PE7 3EH	CB449793
Land and Buildings on the South West side of Swingbridge Road, Grantham	LL133028

EXECUTION PAGE

THE CHARGOR

EXECUTED as a deed by GRANTHAM )  
INVESTMENTS LIMITED acting by ) Direct  
DAVID JOHN HINDMARCH a director, )  
in the presence of: )

Signature of witness

Name of witness: CLAIRE HINDMARCH

Address:

Occupation: SOLICITOR

THE BANK

SIGNED for and on behalf of  
HSBC UK BANK PLC