



Registration of a Charge

Company Name: **A. & J. MUCKLOW (INVESTMENTS) LIMITED**

Company Number: **01057385**



Received for filing in Electronic Format on the: **14/10/2021**

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Details of Charge

Date of creation: **30/09/2021**

Charge code: **0105 7385 0069**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description: **LAND AT XPANSE 120, SEVEN STARS ROAD, OLDBURY WITH TITLE NUMBERS WM97222, WR23047, WR19478 AND MM102354, AS MORE PARTICULARLY DESCRIBED IN THE SCHEDULE OF 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: **DAVID PARRY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1057385

Charge code: 0105 7385 0069

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2021 and created by A. & J. MUCKLOW (INVESTMENTS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2021 .

Given at Companies House, Cardiff on 15th October 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**

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

Date:
EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

**Eversheds Sutherland
(International) LLP**
Bridgewater Place
Water Lane
Leeds LS11 5DR
United Kingdom

T: +44 20 7497 9797
F: +44 20 7919 4919
DX 12027 Leeds-27

Eversheds-sutherland.com

EXECUTION VERSION

Dated: 30 September 2021

- (1) A. & J. MUCKLOW (INVESTMENTS) LIMITED as Chargor
- (2) LLOYDS BANK PLC as Security Agent

Supplemental mortgage

This Supplemental Mortgage is made on

30 September 2021 between:

- (1) **A. & J. MUCKLOW (INVESTMENTS) LIMITED** (a company incorporated in England and Wales with registered number 01057385) (the "**Chargor**"); and
- (2) **LLOYDS BANK PLC** as security trustee for the Secured Parties (the "**Security Agent**").

1. **INTERPRETATION**

1.1 **Definitions**

In this Supplemental Mortgage:

"Facility Agreement" means the Facilities agreement dated 20 December 2016 between, amongst others, A & J Mucklow Group plc as the Company, A. & J. Mucklow (Investments) Limited as Borrower, the Security Agent, Lloyds Bank plc as Agent and Scottish Widows Limited as Original Lender, as amended and/or restated on 26 June 2019 and as further amended and/or restated from time to time.

"Mortgaged Property" means the Real Property listed in Part I of the Schedule (*Details of Secured Property*).

"Secured Property" means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Mortgage.

"Security Agreement" means a security agreement dated 19 June 2018 between, amongst other, the Chargor and the Security Agent.

1.2 **Construction**

In this Supplemental Mortgage:

1.2.1 unless a contrary indication appears, terms defined in the Facility Agreement and the Security Agreement have the same meaning in this Supplemental Mortgage;

1.2.2 the provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

1.2.2.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and

1.2.2.2 references to the Real Property listed in Part I Schedule 2 (*Details of Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage; and

1.2.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage.

1.3 **Incorporation of other terms**

The terms of the other Finance Documents and of any side letters between any of the parties to this Supplemental Mortgage are incorporated into this Supplemental Mortgage to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

1.4.1 Unless expressly provided to the contrary in this Supplemental Mortgage, a person who is not a party to this Supplemental Mortgage has no right under the

Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Mortgage.

1.4.2 Notwithstanding any term of this Supplemental Mortgage, the consent of any person who is not a party to this Supplemental Mortgage is not required to rescind or vary this Supplemental Mortgage at any time.

1.4.3 Any Receiver, Delegate or any person described in clause 28.11.2 (*Exclusion of liability*) of the Facility Agreement may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

1.5 **Deed**

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

2. **COVENANT TO PAY**

The Chargor, as principal debtor and not just as surety, covenants with the Security Agent to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

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

3.2 **Fixed charges**

The Chargor charges by way of first fixed charge:

3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property;

3.2.2 all its plant and machinery situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*);

3.2.3 (save to the extent assigned under Clause 3.3 (*Assignment*)), all Associated Benefits relating to any of the Secured Property; and

3.2.4 each of the Charged Contracts listed in Part III of the Schedule (*Details of Secured Property*).

3.3 **Assignment**

The Chargor assigns by way of security:

3.3.1 the Insurances listed in Part II of the Schedule (*Details of Secured Property*);

3.3.2 the Lease Documents; and

3.3.3 the Rental Income,

together with all Associated Benefits relating to the Secured Property.

4. **INCORPORATION OF SECURITY AGREEMENT PROVISIONS**

The terms of the Security Agreement apply to the Mortgaged Property to the extent that they apply to the Real Property listed in Schedule 2 (*Details of Secured Property*) of the

Security Agreement and will be deemed to be incorporated into this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

- 4.1.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and
- 4.1.2 references to the Real Property listed in Schedule 2 (*Details of Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage.

5. RESTRICTION

The Chargor shall ensure that a restriction in the following terms is entered on the register of title of each Mortgaged Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of Lloyds Bank PLC referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. The Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

6. CONTINUATION

- 6.1 Except as supplemented by this Supplemental Mortgage, the Security Agreement will remain in full force and effect.
- 6.2 On and from the date of this Supplemental Mortgage:
- 6.2.1 this Supplemental Mortgage and the Security Agreement shall be read and construed as one document and, in particular, the definition of "Secured Property" in the Security Agreement shall include the Secured Property; and
- 6.2.2 the Chargor acknowledges that references to a "Security Agreement" in the Facility Agreement are references to the Security Agreement as supplemented by this Supplemental Mortgage.

7. COUNTERPARTS

This Supplemental Mortgage may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Supplemental Mortgage.

8. GOVERNING LAW

This Supplemental Mortgage and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

9. JURISDICTION

- 9.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 9.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Mortgage may argue to the contrary.

- 9.3 This Clause 9 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Supplemental Mortgage is executed as a deed and delivered on the date stated at the beginning of this Supplemental Mortgage.

SCHEDULE

Details of Secured Property

Part I – Mortgaged Property

Address/description of the Real Property
Xpanse 120, Seven Stars Road, Oldbury registered at Land Registry with freehold title absolute under title numbers WM97222, WR23047, WR19478 and MM102354

Part II – Insurances

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
PM516980CHC	1 July 2021	Aviva Insurance Limited

Part III – Charged Contracts

Name of Chargor	Brief description of agreement	Date of agreement	Parties to agreement
A. & J. Mucklow (Investments) Limited	Deed of collateral warranty to a purchaser (mechanical and electrical services engineer) relating to the development of the Mortgaged Property	12 July 2021	(1) The Engineering Practice Limited (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Deed of collateral warranty to a purchaser (architect) relating to the development of the Mortgaged Property	12 July 2021	(1) Garrett McKee Limited (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Contractor's deed of collateral warranty to a purchaser relating to the construction of works at the Mortgaged Property	12 July 2021	(1) MCS Build Limited (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Deed of collateral warranty to a purchaser (civil and structural engineer) relating to the development of the Mortgaged Property	12 July 2021	(1) Rodgers Leask Limited (2) A. & J. Mucklow (Investments) Limited

A. & J. Mucklow (Investments) Limited	Deed of collateral warranty to a purchaser (employer's agent and quantity surveyor) relating to the development of the Mortgaged Property	12 July 2021	(1) Gleeds Cost Management Limited (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Deed of collateral warranty to a purchaser (principal designer) relating to the development of the Mortgaged Property	12 July 2021	(1) HCT Construction Consultants Ltd (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Deed of collateral warranty to a purchaser (project manager) relating to the development of the Mortgaged Property	12 July 2021	(1) GRH Management Limited (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Sub-contractor's collateral warranty to a purchaser relating to the construction of works at the Mortgaged Property	12 July 2021	(1) Lift Source (UK) Limited (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Sub-contractor's collateral warranty to a purchaser relating to the construction of works at the Mortgaged Property	12 July 2021	(1) Sanctus Limited (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Sub-contractor's collateral warranty to a purchaser relating to the construction of works at the Mortgaged Property	12 July 2021	(1) Vibro Menard Limited (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Electrical sub-contractor's collateral warranty to a purchaser relating to the construction of works at the Mortgaged Property	12 July 2021	(1) Mechanical Contractors (Ashfield) Ltd (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Sub-contractor's collateral warranty to a purchaser relating to the construction of works at the Mortgaged Property	12 July 2021	(1) ASSA Abloy Entrance Systems Ltd (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Sub-contractor's collateral warranty to a purchaser relating to the construction of works at the Mortgaged Property	12 July 2021	(1) SGLS Building Services Ltd (2) A. & J. Mucklow (Investments) Limited

A. & J. Mucklow (Investments) Limited	Sub-contractor's collateral warranty to a purchaser relating to the construction of works at the Mortgaged Property	12 July 2021	(1) Material Applications Limited (T/A MA Steel) (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Sub-contractor's collateral warranty to a purchaser relating to the construction of works at the Mortgaged Property	12 July 2021	(1) Taranto Limited (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Sub-contractor's collateral warranty to a purchaser relating to the construction of works at the Mortgaged Property	12 July 2021	(1) Malin Industrial Concrete Floors Limited (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Sub-contractor's collateral warranty to a purchaser relating to the construction of works at the Mortgaged Property	12 July 2021	(1) IRC Carocelle Limited (2) A. & J. Mucklow (Investments) Limited
A. & J. Mucklow (Investments) Limited	Sub-contractor's collateral warranty to a purchaser relating to the construction of works at the Mortgaged Property	12 July 2021	(1) Frostree Limited (2) A. & J. Mucklow (Investments) Limited

EXECUTION of SUPPLEMENTAL MORTGAGE

The Chargor

Executed as a deed by)
A. & J. Mucklow (Investments) Limited,)
acting by one director in the presence of:)

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Name:

Witness name: Andrea Thompson

Witness address:

[Redacted Address]

Secretary

The Security Agent

LLOYDS BANK PLC

By:

Address:

Fax:

Attention:

EXECUTION of SUPPLEMENTAL MORTGAGE

The Chargor

Executed as a deed by)
A. & J. Mucklow (Investments) Limited,)
acting by one director in the presence of:)

.....
Director

Name:

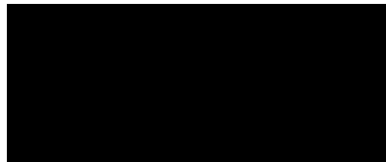
Witness signature:

Witness name:

Witness address:

The Security Agent

LLOYDS BANK PLC



By: Matthew Reacord

Address:



Fax: n/a

Attention:

