

MG01

Particulars of a mortgage or charge

287664/26



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

You cannot use this form to particulars of a charge for a company. To do this, please form MG01s

WEDNESDAY



\*A200W601\*

A09

23/01/2013

#295

COMPANIES HOUSE

For official use

1

**Company details**

Company number 0 1 8 1 3 2 8 0

Company name in full MAR CITY DEVELOPMENTS LIMITED

**Filing in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

2

**Date of creation of charge**

Date of creation d1 d8 m0 m1 y2 y0 y1 y3

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Fixed Charge over Land (the "Charge")

4

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured The Company's Secured Liabilities as defined under the Charge and described in the continuation sheet to this form

**Continuation page**

Please use a continuation page if you need to enter more details

# MG01

## Particulars of a mortgage or charge

**5**

### Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

Name

Homes and Communities Agency

Address

Central Business Exchange II, 406-412 Midsummer  
Boulevard, Central Milton Keynes

Postcode

M	K	9		2	E	A	
---	---	---	--	---	---	---	--

Name

Address

Postcode

**6**

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars

As specified in the continuation page to this form

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *Eversted LLP*

X

This form must be signed by a person with an interest in the registration of the charge

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Kristina Oleneva

Company name Eversheds LLP

Address 115 Colmore Row

Post town Birmingham

County/Region

Postcode B 3 3 A L

Country

DX DX 13004 Birmingham

Telephone 0845 497 9797



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## MG01 - continuation page

Particulars of a mortgage or charge

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge

Short particulars

The amount secured by the Charge is all the money and liabilities now or hereafter due owing or incurred to the Agency by the Chargor under the terms of each GBB Document (including, without limitation, under any amendments, supplements or restatements of each GBB Document or in relation to any new or increased advances or utilisations) in any manner whatsoever, in any currency or currencies (whether present or future, actual or contingent) and whether owed by the Chargor as principal or surety or incurred solely or jointly with another, together with all interest accruing thereon and all costs charges and expenses incurred by the Agency in connection therewith (the "Secured Liabilities")

All capitalised terms used in this form are defined in the Appendix to this form.

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

### 1 Fixed charges

1.1 The Chargor charged in favour of the Agency with full title guarantee for the payment and discharge of the Secured Liabilities by way of fixed charge (which so far as it relates to land in England and Wales the legal title to which is vested in the Chargor as at the date of the Charge charged by way of legal mortgage) all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets

1 1 1 the Real Property,

1 1 2 all rents receivable from any lease granted out of any Real Property and the benefit of all guarantees, indemnities, rent deposits, agreements, undertakings and warranties relating to the same;

1 1 3 the benefit of all licences, consents and authorisations held or utilised by the Chargor in connection with the Charged Assets or the use of any of the Charged Assets;

1.1.4 all its rights and interests in and claims under the Insurances issued in relation to the Charged Assets

### 2. Assignments

2 1 The Chargor assigned and agreed to assign by way of security to the Agency with full title guarantee (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)) for the payment and discharge of the Secured Liabilities, all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets

2.1.1 all claims, remedies, awards or judgements paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the Charged Assets;

2 1 2 all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the Real Property, and

2.1.3 the benefits of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the valuers, professional advisers, contractors or sub-contractors

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

or manufacturers, suppliers and installers of any Fixtures in each case in connection with the Real Property

### 3. Negative pledge and Disposal Restrictions

3.1 Save as permitted by each GBB Document the Chargor will not, without the prior written consent of the Agency, create, or permit to arise, or continue (in favour of any person other than the Agency) any Encumbrance over the Charged Assets now or in the future, or agree or attempt to do so, or increase or extend any liability of the Chargor secured on any of the Charged Assets.

3.2 Save as permitted by each GBB Document the Chargor will not, without the prior written consent of the Agency (whether by a single transaction or number of related or unrelated transactions, and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of the whole or any part of the Charged Assets charged or assigned by clauses 3.1 and 3.2 of the Charge (and as set out in paragraphs 1 and 2 of this form) or any interests therein or the right to receive or to be paid the proceeds arising from their disposal or agree or attempt to do so

### Schedule 1 (Details of Real Property)

Real Description	Property	Administrative Area	Title Number or Root of Title
Land on the west side of Bloxwich Road		Walsall	WM60815 and MM4065

All capitalised terms used in this form are defined in the Appendix to this form.

# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

### APPENDIX

### DEFINITIONS AND CONSTRUCTION

#### Definitions

In this form and its Appendices the following definitions apply

**"Charged Assets"** means all the assets, rights, property and undertaking of the Chargor from time to time mortgaged, charged, assigned or agreed to be assigned to, the Agency by the Chargor under the Charge;

**"Development Facility Agreement"** means the development facility agreement dated 17 September 2012 between the Chargor and the Agency under which the Agency agreed to make available the loan facilities to the Chargor;

**"Encumbrance"** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignation in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security,

**"Finance Documents"** means "Finance Document" as defined in the Development Facility Agreement,

**"Fixtures"** includes all buildings, erections and structures at any time on or in the course of construction on the Real Property and includes all fixtures, fittings, plant, materials, machinery, equipment, installations and apparatus now and from time to time in or on the Real Property,

**"GBB Document"** means each Finance Document

**"Insurances"** means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority or on behalf of the Chargor in relation to the Charged Assets,

**"Real Property"** means:

- (a) all the freehold and leasehold property in England and Wales specified in schedule 1 to the Charge (and as set out at Schedule 1 to this form);
- (b) any Fixtures from time to time situated on or forming part of such freehold or leasehold property; and
- (c) all Related Rights,

**Related Rights** means, in relation to any asset:



# MG01 - continuation page

Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, covenants, easements, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset,



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 1813280  
CHARGE NO. 47**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIXED CHARGE OVER LAND  
DATED 18 JANUARY 2013 AND CREATED BY MAR CITY  
DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO HOMES AND  
COMMUNITIES AGENCY ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 23 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JANUARY  
2013



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**