

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. Delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record.

WEDNESDAY



A27GE740

A13

01/05/2013

#73

COMPANIES HOUSE

1 Company details

Company number 0 1 8 1 3 2 8 0

Company name in full MAR CITY DEVELOPMENTS LIMITED

53 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d7 m0 m4 y2 y0 y1 y3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Close Brothers Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

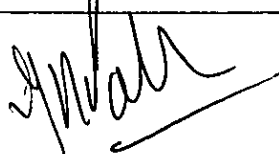
Signature

Please sign the form here

Signature

Signature

X



X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Gary Paddison

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Ref GP/RR/74555/120276

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



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

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included a certified copy of the instrument with this form
- ☒ [X] You have entered the date on which the charge was created
- ☒ [X] You have shown the names of persons entitled to the charge
- ☒ [X] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [X] You have given a description in Section 4, if appropriate
- ☒ [X] You have signed the form
- ☒ [X] You have enclosed the correct fee
- ☒ [X] Please do not send the original instrument, it must be a certified copy



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 filed on paper

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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1813280

Charge code: 0181 3280 0053

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th April 2013 and created by MAR CITY DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st May 2013.

Dx

Given at Companies House, Cardiff on 8th May 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



DATED

17th April

2013

(1) MAR CITY DEVELOPMENTS LIMITED

- and -

(2) CLOSE BROTHERS LIMITED

**CHARGE OVER BENEFIT OF
AGREEMENT**

relating to

the sale and development of Green Point,
Edgware Road, Colindale, London NW9 5AR



WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

DATE 30 April 2013

SIGNED DLA Piper UK LLP

DLA PIPER UK LLP

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THIS CHARGE is made on

17th April

2013

BETWEEN

- (1) **MAR CITY DEVELOPMENTS** (company number 1813280) whose registered office is at Mar House, 1036 Stratford Road, Shirley, Solihull, West Midlands B90 4EE ("Company") and
- (2) **CLOSE BROTHERS LIMITED** of 10 Crown Place London EC2A 4FT ("Lender")

1. DEFINITIONS

"Agreement" means the agreement more particularly described in the schedule hereto,

"Associated Company" means a company which is a member of the same group of companies as the Lender,

"Company's Obligations" means all the liabilities to the Lender (or its Associated Companies) of the Company of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Lender's charges and commission Interest and Expenses,

"Deed" means this charge as amended from time to time,

"Expenses" means all expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this Deed or in preserving defending or enforcing the security created by this Deed or in exercising any power under this Deed or otherwise with Interest from the date they are incurred,

"Interest" means Interest at the rate(s) charged to the Company by the Lender from time to time, and

"Property" means Green Point, Edgware Road, Colindale, London NW9 5AR registered at the Land Registry with title number NGL12982

2. CHARGE

2 1 The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Lender by way of security assignment

2 1 1 the benefit of the Company's entire interest in the Agreement,

2 1.2 all rights titles benefits and interests of the Company whatsoever present and future whether proprietary contractual or otherwise arising out of or connected with or relating to the Agreement including without limitation all claims for damages in respect of any breach thereof, and

2 1 3 all rights titles benefits and interest of the Company whatsoever present and future whether proprietary contractual or otherwise in all appointments

contracts guarantees representations undertakings and warranties given or made by and any rights or remedies against any professional advisors now or at any time engaged in connection with the development of the Property and the manufacturers suppliers or installers of any plant machinery fixtures and fittings and other items comprised in the development of the Property and any other person now or from time to time under a duty to the Company (including for the avoidance of doubt any collateral warranties and the benefit of any performance bond or parent company guarantee) and all claims for damages in respect of any breach thereof

- 2 2 The charge created by this Deed shall rank as a first charge and the Company will if requested deposit with the Lender the originals of the Agreement
- 2 3 Notwithstanding the assignment of the Agreement to the Lender the Company shall be entitled to exercise all of the rights, powers, authorities and other benefits conferred on the Company by the Agreement but such entitlement shall (unless the Lender otherwise agrees in writing with the Company) automatically terminate forthwith upon this Charge becoming enforceable
- 2 4 To the extent that any of the above matters including all rights thereunder are not now capable of being charged or assigned by way of security the Company hereby agrees with full title guarantee to charge and/or assign by way of security the same
- 2 5 If the Company shall pay to the Lender the Company's Obligations the Lender at the request and cost of the Company will re-assign the Agreement and discharge this Charge

3. OBLIGATIONS IN CONNECTION WITH THE AGREEMENT

The Company hereby covenants with the Lender at all times during the continuance of this Deed

- 3 1 to observe and perform and carry out each and every of the terms of the Agreement so far as they fall to be observed and performed by the Company and (without prejudice to the generality of the foregoing) will promptly.
 - 3 1 1 provide all information, approvals, plans and specifications necessary under the terms of the Agreement, and
 - 3 1 2 where called upon by the Lender in writing, take any action reasonably required by the Lender in order to safeguard the Agreement and the rights and other matters charged to the Lender hereunder
- 3 2 to use best endeavours to procure the due and punctual observance by any other party to the Agreement of their obligations thereunder,
- 3 3 to forthwith deliver to the Lender a true copy of any instruction invoice certificate valuation variation notice order direction permission or other material communication served by any party to the Agreement or by any competent authority relating directly or indirectly to the Agreement,
- 3 4 to forthwith notify the Lender of any actual or anticipated default or claims relating to the Agreement,

- 3 5 not to compromise or settle any claim relating to the Agreement without the prior written consent of the Lender,
- 3 6 not without the prior written consent of the Lender to waive or release any obligation under the Agreement or make or permit any material amendment or addition to or material variation of any terms or conditions of the Agreement or any plans specifications quantities or materials referred to therein,
- 3 7 to indemnify the Lender and any Receiver from and against all costs actions claims expenses demands and liabilities in connection with the Agreement whether arising out of contract or out of tort or in any other way incurred by the Lender or any Receiver or by any manager agent officer servant or workman or attorney for whose debt default or miscarriage the Lender or any Receiver may be answerable,
- 3 8 to obtain the consent of any third party (if required) to the assignment effected by this Deed, and
- 3 9 to provide the Lender with such information as it may request in relation to the Agreement

4. RESTRICTIONS

The Company will not without the Lender's prior written consent

- 4 1 create or permit to arise any mortgage charge lien or other security interest on the Property or the Agreement, and
- 4 2 assign, novate or otherwise dispose of the Agreement

5. POWERS OF THE LENDER

- 5 1 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed
- 5 2 The Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and the Agreement and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Company and the Company shall be solely responsible for the Receiver's acts defaults and remuneration
- 5 3 All or any of the powers conferred on a Receiver by clause 6 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment
- 5 4 The Lender will not be liable to account to the Company as mortgagee in possession for any money not actually received by the Lender
- 5 5 Section 93(1) of the Law of Property Act 1925 shall not apply to this Deed
- 5 6 In addition to any lien or right to which the Lender may be entitled by law the Lender may from time to time without notice and both before and after demand set-off the whole or any part of the Company's Obligations against any deposit or credit balance

on any account of the Company with the Lender (whether or not that deposit or balance is due to the Company)

- 5 7 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Company with the Lender that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Company before all the Company's Obligations have been discharged but the Lender may without prejudice to this Deed permit the Company to make withdrawals from time to time

6. RECEIVERS

- 6 1 Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally
- 6 1 1 to exercise the rights or powers conferred upon the Company by the Agreement,
 - 6 1 2 to enforce the performance of the duties or obligations imposed upon the parties to the Agreement and to give and receive all notices in connection with the Agreement,
 - 6 1 3 to perform vary or cancel all obligations of the Company under the Agreement and to vary extend assign sell rescind surrender discharge or otherwise dispose of or deal with the same in such manner for such consideration and generally on such terms and conditions as the Receiver may think fit without being liable for loss or damage,
 - 6 1 4 to take continue or defend any proceedings and enter into any arrangement or compromise,
 - 6 1 5 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property and the Agreement
- 6 2 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards satisfaction of the Company's Obligations in such order as the Lender decides

7. POWER OF ATTORNEY

The Company by way of security irrevocably appoints the Lender and any Receiver severally to be the Attorney of the Company (with full power of substitution and delegation) in the Company's name and on the Company's behalf and as the Company's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this Deed or the exercise of any of their powers

8. APPROPRIATION

- 8 1 Subject to clause 8 2 the Lender may appropriate all payments received for the account of the Company in reduction of any part of the Company's Obligations as the Lender decides
- 8 2 The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property or the Agreement. Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Company's Obligations outstanding at the time of receiving such notice

9. PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 9 1 This Deed is in addition to any other security present or future held by the Lender for the Company's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender
- 9 2 Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply to this Deed
- 9 3 The Company will at the Company's own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure the Company's Obligations on the Property and the Agreement
- 9 4 Notwithstanding anything contained in this Deed.
- 9 4 1 the Company shall remain liable to any party to the Agreement to perform its obligations thereunder,
- 9 4 2 the exercise by the Lender or its Receiver of any rights contained in this Deed shall not release the Company from any of its obligations under the Agreement,
- 9 4 3 neither the Lender nor its Receiver shall be under any obligation under the Agreement to any party thereto by reason of this Deed or anything done or omitted to be done pursuant to this Deed, and
- 9 4 4 neither the Lender nor its Receiver shall be obliged to perform any obligation of the Company under the Agreement, make any payment thereunder, nor enforce any of their provisions

10. MEMORANDUM AND ARTICLES OF ASSOCIATION

The Company certifies that this Deed does not contravene the Company's Memorandum and Articles of Association

11. NOTICES

- 11 1 Any notice or demand by the Lender may be sent by post or fax or delivered to the Company at the Company's address last known to the Lender or may be served personally on any director or the secretary of the Company
- 11 2 A notice or demand by the Lender by post shall be deemed served on the day after posting
- 11 3 A notice or demand by the Lender by fax shall be deemed served at the time of sending

12. GOVERNING LAW

This Deed shall be governed by and construed in accordance with English law

13. INTERPRETATION

- 13 1 The expressions "Company" and "Lender" where the context admits include their respective successors in title and assigns
- 13 2 If two or more companies are included in the expression "Company" then the use in this Deed of the word "Company" shall be deemed to refer to such companies both together and separately and the Company's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Lender of the other or others of them.
- 13 3 References to the "Property" and the "Agreement" include any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same The "Property" also includes any share from time to time held by the Company in any landlord or management company of the Property.
- 13 4 References to an Act of Parliament include any statutory re-enactment or replacement of it.
- 13 5 Interest will be calculated both before and after demand or judgement on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select
- 13 6 Each of the provisions of this Deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

IN WITNESS of which this Deed has been duly signed and delivered on the date entered on page 1.

SCHEDULE

The Agreement

The Agreement dated 28 March 2013 made between (1) the Company and (2) Sanctuary Affordable Housing Limited relating to the sale and development of the Property

Executed as a deed, but not delivered)
until the first date specified on page 1,)
by **MAR CITY DEVELOPMENTS**)
LIMITED by a director and in the)
presence of a witness

Signature

M. E. A. Ryan

Name (block capitals)

MARGARET A. RYAN

Witness signature

Witness name
(block capitals)

Witness address)

Andrew Muir
ANDREW MUIR

26 WITLEY AVENUE
SULLIVAN
B91 3JD