Registration of a Charge

Company name: MAR CITY LAND LIMITED

Company number: 08764323

Received for Electronic Filing: 17/03/2017



Details of Charge

Date of creation: 13/03/2017

Charge code: 0876 4323 0026

Persons entitled: HSBC BANK PLC

Brief description: THE FREEHOLD LAND BEING THE LAND ADJOINING THE WESTERN

BOUNDARY OF 97 ALEXANDRA ROAD, TIPTON, DY4 8TD (TITLE

NUMBER: WM842116)

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: PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8764323

Charge code: 0876 4323 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2017 and created by MAR CITY LAND LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2017.

Given at Companies House, Cardiff on 20th March 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





DATED 13 March 2017

CERTIFIED TO BE A TRUE AND COMPLETE COPY OF THE ORIGINAL DAY OF MARCH 20 17

Pinsent Masons LLP PINSEAT Masons LL

SUPPLEMENTAL DEBENTURE



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THIS DEED is made on

13 March

2017

BETWEEN:-

- (1) MAR CITY LAND LIMITED a company incorporated in England and Wales with registered number 08764323 whose registered office is at Ground Floor Ts1, Pinewood Business Park Coleshill Road, Marston Green, Solihull, Birmingham, England, B37 7HG (the "Chargor"); and
- (2) HSBC BANK PLC as Lender (the "Lender").

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Definitions

Words and expressions defined or whose interpretation is provided for in the Debenture have the same meanings in this Deed and in addition in this Deed:-

"Debenture"

means a debenture dated 27 November 2013 made between the

Parties

"Further Property"

means the Property referred to in Schedule 1 (Further Property)

"Parties"

means the parties to this Deed.

1.2 Interpretation

The principles of interpretation set out in clause 1.2 (*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 Lender.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Debenture and of any other agreement between any parties in relation to the Debenture or the Secured Liabilities are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Property 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 1.3 (*Third party rights*) of the Debenture apply to this Deed as they apply to the Debenture.

2. CREATION OF SECURITY

As a continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Lender by way of first legal mortgage all its right, title and interest from time to time in the Further Property.

3. 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 to the Lender by or pursuant to this Deed shall form part of the Security Assets and references in the Debenture to the Security Interests created by or

pursuant to the Debenture will be deemed to include the Security Interests-created by or pursuant to this Deed.

4. FURTHER ASSURANCE

4.1 Application to Land Registry

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

- 4.1.1 a restriction in the form set out in clause 10.8(b) (*Registration at the Land Registry*) of the Debenture; and
- 4.1.2 a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Further Property.

4.2 Further assurance and delivery of documents

Clauses 12 (Further Assurance) and 10.9 (Title Documents) of the Debenture apply to this Deed as if the references in those clauses to the Debenture were references to this Deed.

5. **EFFECT ON DEBENTURE**

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

6. FURTHER PROVISIONS

The provisions of clauses 33 (*Notices*), 32 (*Counterparts*), 34 (*Governing law*) and 35 (*Enforcement*) of the Debenture apply to this Deed as they apply to the Debenture.

EXECUTED AND DELIVERED AS A DEED by the Chargor and executed by the Lender on the date set out at the beginning of this Deed.

SCHEDULE 1

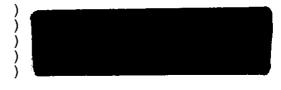
FURTHER PROPERTY

Property description	Title number
The freehold land being the land adjoining the western boundary of 97 Alexandra Road, Tipton (DY4 8TD)	

CHARGOR

EXECUTED as a Deed
By MAR CITY LAND LIMITED

acting by:-



Director

in the presence of:-	
Signature of witness:	
Name of witness:	
Address:	
Occupation:	

LENDER

SIGNED for and on behalf of HSBC BANK PLC