



Registration of a Charge

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

Company number: **01057385**



X8JIKL1N

Received for Electronic Filing: **03/12/2019**

Details of Charge

Date of creation: **27/11/2019**

Charge code: **0105 7385 0065**

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

Brief description: **LAND KNOWN AS SITE 3 SHIRE PARK INDUSTRIAL ESTATE, WARNDON WITH TITLE REGISTRATION NUMBER HW83085 LAND AND BUILDINGS ON THE WEST SIDE OF TACHBROOK PARK DRIVE, WARWICK WITH TITLE REGISTRATION NUMBER WK363754 LAND AND BUILDINGS KNOWN AS KINGS HILL BUSINESS PARK, DARLASTON ROAD, WEDNESBURY AND LAND ON THE NORTH EAST SIDE OF DARLASTON ROAD, WEDNESBURY WITH TITLE REGISTRATION NUMBERS WM957006 AND WM580514 FOR DETAILS OF FURTHER CHARGED PROPERTIES, PLEASE SEE THE SCHEDULE OF THE CHARGING DOCUMENT**

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 0065

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th November 2019 and created by A. & J. MUCKLOW (INVESTMENTS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd December 2019 .

Given at Companies House, Cardiff on 4th December 2019

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

Dated: 27 November 2019

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

Supplemental mortgage

27 November

This Supplemental Mortgage is made on 27 November 2019 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 and Penbrick Limited as Original Chargors, the Security Agent, Lloyds Bank plc as Agent and Scottish Widows Limited as Original Lender, as amended and/or restated from time to time.

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

"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.

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 Properties.

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 Properties;
- 3.2.2 all its plant and machinery situated on or forming part of the Mortgaged Properties, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*); and
- 3.2.3 (save to the extent assigned under Clause 3.3 (*Assignment*)), all Associated Benefits relating to any of the 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 Properties 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 [DATE OF THIS SUPPLEMENTAL MORTGAGE] in favour of [SECURITY AGENT] 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
Site 3 Shire Park Industrial Estate, Warndon registered at Land Registry with freehold title absolute under title number HW83085
Land and buildings on the west side of Tachbrook Park Drive, Warwick as registered at Land Registry with freehold title absolute under title number WK363754
Land and buildings known as Kings Hill Business Park, Darlaston Road, Wednesbury and land on the north east side of Darlaston Road, Wednesbury as registered at Land Registry with freehold title absolute under title numbers WM957006 and WM580514
35 Aston Cross Business Park, 50 Rocky Lane, Aston, Birmingham as registered at Land Registry with freehold title absolute under title number WM657843 and Land on the west side of Chester Street, Aston as registered at Land Registry with freehold title absolute under title number WM672401
Land and buildings at Princess Elizabeth Way and Tewkesbury Road, Cheltenham as registered at Land Registry with freehold title absolute under title number GR196582
Land and buildings known as Centre 38, Barton Business Park, Barton Under Needwood, Burton-On-Trent, DE13 8BX as registered at Land Registry with freehold title absolute under title number SF513593 and Part of Centre 38, Barton Business Park, Barton Under Needwood as registered at Land Registry with freehold possessory title under title number SF516119

Part II – Insurances

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
	19 September 2019	Aviva Insurance Limited Richard Toase and Andrew Harrison Registered Office Pitheavhs Perth PH2 ONH

EXECUTION of SUPPLEMENTAL MORTGAGE


The Chargor

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



.....
Director

Witness signature:



Name:

Witness name: **RITESH PATEL**

Witness address: **ONE CURSON STREET, LONDON, W1J 5HG**

The Security Agent

Executed as a deed by
attorney for
Lloyds Bank plc,
in the presence of:

, as)
)
)
)

.....
as attorney for **Lloyds Bank plc**

Witness signature:

Witness name:

Witness address: