



**Registration of a Charge**

Company name: **LEGAL & GENERAL HOMES COMMUNITIES (ARBORFIELD) LIMITED**  
Company number: **11050597**



X94TJ8O9

Received for Electronic Filing: **11/05/2020**

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**Details of Charge**

Date of creation: **29/04/2020**  
Charge code: **1105 0597 0004**  
Persons entitled: **MARINO FAMILY TRUST COMPANY LIMITED**  
**SIMON MARINO**  
**JASON MARINO**  
**AMBER MARINO**  
Brief description: **THE FREEHOLD PROPERTY KNOWN AS LAND AT HOGWOOD FARM  
SHEERLANDS ROAD FINCHAMPSTEAD BEING PART OF THE LAND  
TRANSFERRED TO THE BUYER BY THE SELLERS BY THE TRANSFER  
AND SHOWN EDGED RED ON PLAN 1 OR SUCH PART OR PARTS  
THEREOF AS REMAIN COMPRISED IN THIS LEGAL CHARGE FROM TIME  
TO TIME**  
**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **WE CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FIELD SEYMOUR PARKES LLP**



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

Company number: 11050597

Charge code: 1105 0597 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2020 and created by LEGAL & GENERAL HOMES COMMUNITIES (ARBORFIELD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2020 .

Given at Companies House, Cardiff on 12th May 2020

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 HEREBY CERTIFY THIS TO BE  
TRUE COPY OF THE ORIGINAL

DATED

29<sup>th</sup> April

2020

Field Seymour Parkes LLP

Date: 30.4.2020

FIELD SEYMOUR PARKES LLP

1 LONDON STREET LEGAL & GENERAL HOMES COMMUNITIES (ARBORFIELD) LIMITED (1)

READING

and

RG1 4QW

MARINO FAMILY TRUST COMPANY LIMITED AND OTHERS (2)

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SUPPLEMENTAL AGREEMENT  
relating to a Legal Charge  
relating to land at  
Hogwood Farm Sheerlands Road  
Finchampstead

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GOWLING WLG

Tel +44 (0)370 903 1000 Fax +44 (0)370 904 1099 mail@gowlingwlg.com www.gowlingwlg.com

THIS DEED is made the 29<sup>th</sup> day of April 2020

**BETWEEN:**

- (1) **LEGAL & GENERAL HOMES COMMUNITIES (ARBORFIELD) LIMITED** (Company registration number 11050597) whose registered office is at One Coleman Street London EC2R 5AA (the "Buyer")
- (2) **MARINO FAMILY TRUST COMPANY LIMITED** (Company registration number 002289977) whose registered office is at Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham Berkshire RG40 3QH (the "First Seller")
- (3) **SIMON MARINO, JASON MARINO and AMBER MARINO** all of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham Berkshire RG40 3QH (the "Second Seller" together with the First Seller and the Second Seller referred to as the "Sellers ") and
- (4) **MARINO FAMILY TRUST COMPANY LIMITED** (Company registration number 002289977) whose registered office is at Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham Berkshire RG40 3QH in its capacity as Security Trustee for the Sellers (the "Security Trustee")

**RECITAL**

- (A) This Agreement is supplemental to a legal charge dated 31 October 2018 made between the Buyer (1) the First Seller (2) the Second Seller (3) and the Security Trustee (4) relating to property known as Hogwood Farm Sheerlands Road Finchampstead (the "Original Agreement").
- (B) The parties have agreed to vary the date on which the First Instalment (as defined in the Original Agreement) is to be paid

**OPERATIVE PART**

**NOW IT IS AGREED** as follows:

**1. INCORPORATION OF TERMS**

- 1.1. Unless the context otherwise requires all the terms beginning with capital letters in this Agreement have the meanings given to them in the Original Agreement.
- 1.2. All the terms of the Original Agreement are expressly incorporated into and as if they were set out in full in this Agreement.

**2. VARIATION OF ORIGINAL AGREEMENT**

- 2.1. In consideration of the Buyer paying the sum of one pound to the Sellers (receipt of which the

Sellers expressly acknowledge), the Sellers, the Buyer and the Security Trustee agree that the Original Agreement is varied with immediate effect.

- 2.2. The definition of First Due Date in the Original Agreement shall be varied to provide as follows:

*"First Due Date" means:*

- (a) *in relation to that part of the First Instalment comprising fourteen million pounds (£14,000,000) 30 April 2020; and*
- (b) *in relation to that part of the First Instalment comprising eight million four hundred thousand pounds (£8,400,000) plus interest in the amount of eighty six thousand one hundred pounds (£86,100) 30 July 2020."*

- 2.3. The definition of First Instalment in the Original Agreement shall be varied to provide as follows:

*"First Instalment" means:*

- (a) *the sum of fourteen million pounds (£14,000,000) to be paid on 30 April 2020; and*
- (b) *the sum of eight million four hundred thousand pounds (£8,400,000) plus interest in the amount of eighty six thousand one hundred pounds (£86,100) to be paid on 30 July 2020."*

### **3. AGREEMENTS AND DECLARATIONS**

- 3.1. This Agreement shall be read and construed as one with the Original Agreement.
- 3.2. The Original Agreement shall continue in full force and effect as varied by this Agreement.
- 3.3. Subject to any variation set out in this agreement, the Owner and the Developer agree that where any obligation under the Original Agreement has been complied with before the date of this Agreement, it is deemed to have been complied with for the purposes of this Agreement and need not be complied with again.

### **4. ENFORCEMENT ACTION**

The Sellers and the Security Trustee agree not to take any action to enforce the Original Agreement as amended by this Agreement or take any other enforcement action unless a

payment equal to an Instalment (as defined in the Original Agreement (as amended by this Agreement)) has not been received by the Sellers on the relevant due date.

**5. AGREED NOTICE**

The Buyer agrees to the Sellers registering an Agreed Notice in respect of this Agreement at the Land Registry against title number BK496482 but (for the avoidance of doubt) neither the Buyer nor the Sellers are to lodge a copy of this Agreement or the Original Agreement to the Land Registry and the Buyer agrees to assist the Sellers in respect of such registration

**6. DELIVERY**

This Agreement has been executed by the parties as a deed but is not delivered until dated.

EXECUTED as a DEED by RUTH HOPKINS  
as attorney for **LEGAL & GENERAL HOMES  
COMMUNITIES (ARBORFIELD) LIMITED** in  
the presence of:-

Witness signature

Witness name

Address

Occupation

EXECUTED as a DEED  
by **MARINO FAMILY TRUST COMPANY LIM-  
ITED** acting by a director in the presence of:-

Witness signature

Witness name

Address

Occupation

James O'Rourke.  
97 Wangrave Road  
Twysard RG10 9PE  
Managing Director

EXECUTED as a DEED  
by **SIMON MARINO** in the presence of:-



Witness signature



Witness name

James O'Rourke

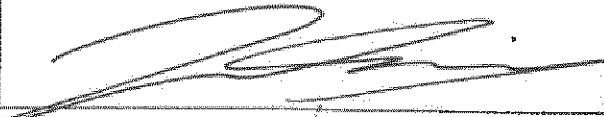
Address

97 Wargrave Road

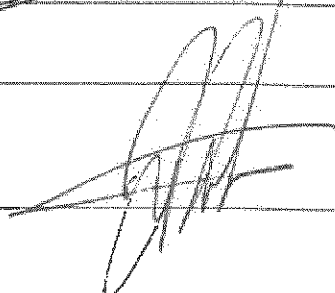
Occupation

M.D.

EXECUTED as a DEED  
by **JASON MARINO** in the presence of:-



Witness signature



Witness name

Address

97 Wargrave Rd  
Twysand

Occupation

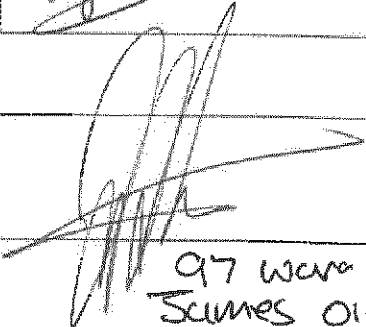
M.D.



EXECUTED as a DEED  
by **AMBER MARINO** in the presence of:-



Witness signature



Witness name

James O'Rourke

Address

97 Waugrove Rd

Occupation

M.D.