



Registration of a Charge

LLP name: **MARCOL INDUSTRIAL INVESTMENTS LLP**

LLP number: **OC383051**



X3A8C0V5

Received for Electronic Filing: **17/06/2014**

Details of Charge

Date of creation: **11/06/2014**

Charge code: **OC38 3051 0005**

Persons entitled: **Longbow Investment No. 3 S.A.R.L. (AS SECURITY AGENT)**

Brief description: **FREEHOLD LAND AND BUILDINGS AT CATFOSS, BRANDESBUTON
REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER YEA6321
AND ADDITIONAL LAND - PLEASE SEE DEED FOR FURTHER DETAILS**

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

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 AS APPLIED BY**

THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 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

LLP number: OC383051

Charge code: OC38 3051 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th June 2014 and created by MARCOL INDUSTRIAL INVESTMENTS LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 17th June 2014 .

Given at Companies House, Cardiff on 17th June 2014

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



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

EXECUTION VERSION

DATED 11 June 2014

(1) MARCOL INDUSTRIAL INVESTMENTS LLP

(AS CHARGOR)

(2) LONGBOW INVESTMENT NO. 3 S.A.R.L.

(AS SECURITY AGENT)

SUPPLEMENTAL LEGAL CHARGE

relating to the Properties listed in Schedule 1



Pinsent Masons

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THIS SUPPLEMENTAL LEGAL CHARGE is dated 11 June 2014 and made between:

- (1) **MARCOL INDUSTRIAL INVESTMENTS LLP** (registered in England and Wales (registered number OC383051) whose registered office is at 10 Upper Berkeley Street, London W1H 7PE (the "**Chargor**"); and
- (2) **Longbow Investment No. 3 S.A.R.L.** as security agent for the Secured Parties (the "**Security Agent**")

BACKGROUND:

- (A) By a facility agreement dated 9 May 2013, and made between, amongst others, (1) the Chargor as borrower and (2) the Security Agent as agent and security agent (the "**Facility Agreement**"), the Lenders have agreed to provide a term facility to the Borrower on the terms of the Facility Agreement as may be amended, varied, supplemented.
- (B) By a debenture dated 9 May 2013 and made by the Chargor in favour of the Security Agent (the "**Debenture**"), the Chargor created fixed and floating charges over all of its property, assets and undertaking as security for the liabilities owed to the Secured Parties under the Finance Documents.
- (C) The Chargor has acquired the properties, brief details of which are set out in Schedule 1 (*The Properties*) (the "**Properties**"). Pursuant to the Facility Agreement, the Chargor has agreed to grant a legal charge over the Properties in favour of the Security Agent.
- (D) By this Supplemental Legal Charge, which is supplemental to the Debenture and is a Finance Document, the Chargor grants a legal charge to the Security Agent. The Security Agent holds the benefit of this Supplemental Legal Charge, including the security created and other rights granted in it, on trust for the Secured Parties.
- (E) This Supplemental Legal Charge is the deed of the Chargor, even if it has not been duly executed by the Security Agent or has been executed by the Security Agent but not as a deed.

THIS DEED WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined in the Finance Documents

Terms defined in the Debenture or, failing that, the Facility Agreement but not defined in this Supplemental Legal Charge shall have the same meaning in this Supplemental Legal Charge as in the Debenture or, as the case may be, the Facility Agreement.

1.2 Interpretation

Clause 1.2 (*Interpretation*) of the Facility Agreement, shall apply as if set out in full again here, with references to "this Agreement" being construed as references to this Supplemental Legal Charge and with such other changes as are appropriate to fit this context.

1.3 Incorporation

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any Finance Document to which the Security Agent and the Chargor are parties (other than this Supplemental Legal Charge) are incorporated in this Supplemental Legal Charge.

1.4 **Inconsistency**

If there is any inconsistency between the terms of this Supplemental Legal Charge and those of the Facility Agreement or the Debenture, the terms of the Facility Agreement or the Debenture (as appropriate) shall prevail.

1.5 **Confirmation**

The Chargor confirms that this Supplemental Legal Charge is a Finance Document (under and as defined in the Facility Agreement and a Transaction Security Document (under and as defined in the Facility Agreement).

2. **SECURITY**

2.1 **Legal Charge**

As security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Agent by way of legal mortgage all of its right, title and interest as at the date of this Supplemental Legal Charge in each of the Properties, together with all of its rights in all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings from time to time on any of the Properties) and any proceeds of disposal of any of the Properties.

2.2 **Confirmation of security created by the Debenture**

The Chargor acknowledges that:

- 2.2.1 each of the Properties are secured to at least the same extent as the land described in schedule 2 to the Debenture;
- 2.2.2 all its rights in rental income and all its other rights under any occupational lease referable to each of the Properties have been assigned to the Security Agent by clause 3.3 (*Assignments*) of the Debenture; and
- 2.2.3 all of its other assets in, on or otherwise referable to each of the Properties are secured to the Security Agent by clauses 3.1 (*Fixed charges*), 3.2 (*Floating charge*) and 3.3 (*Assignments*), of the Debenture.

3. **INCORPORATION OF DEBENTURE PROVISIONS**

The provisions of the Debenture shall apply as if set out in full here, with such changes as are appropriate to fit this context. In particular, for these purposes references to "**this Debenture**" shall be construed as references to this Supplemental Legal Charge and references to the Charged Property in the Debenture shall be deemed to include the Properties.

4. **LAW**

This Supplemental Legal Charge and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance English law.

The parties have shown their acceptance of the terms of this Supplemental Legal Charge by executing it, in the case of the Chargor, as a deed and delivering it, at the end of Schedule 1 (*The Properties*) on the date which first appears in this Supplemental Legal Charge.


SCHEDULE 1
THE PROPERTIES

Property Description	Tenure	Title Number
Land and buildings at Catfoss, Brandesburton	Freehold - absolute	YEA6321
Land and buildings at Catfoss, Brandesburton	Freehold - absolute	YEA24745
Land at Catfoss Airfield, Brandesburton	Freehold - absolute	HS175154
Land on the north side of Catfoss Lane Brandesburton	Freehold - absolute	HS192193
Plots 2, 3 and 4, Catfoss Road, Brandesburton	Freehold - absolute	HS251331
Plot 1, Rasher House, Catfoss Road, Brandesburton	Freehold - absolute	HS238990
Plots 5 and 6, Catfoss Road, Brandesburton	Freehold - absolute	HS251330
Land on the west of New Road, Brandesburton	Freehold - absolute	HS267434
Land on the north side of Catfoss Lane, Brandesburton	Freehold - absolute	YEA37983
Land lying to the west of New Road, Catfoss	Freehold - absolute	YEA23667
Land lying to the west of New Road, Catfoss	Freehold - absolute	HS125630
Land at Catfoss Airfield	Freehold - absolute	YEA30646

EXECUTION:

The Chargor

Signed as a **DEED** by **MARCOL INDUSTRIAL INVESTMENTS LLP** acting by:

) 
.....
Member (delete as applicable)

Print Name: Nigel Lax

.....
NIGEL LAX
.....

In the presence of

) 
.....
Witness (delete as applicable)

Print Name:

.....
Pat Honey
.....

Witness Name:

) 1 The Village
.....

Witness Address:

) 151 Bales
.....

.....
B-120 2nd
.....

Witness Occupation:

) Surveyor
.....

The Security Agent

Executed as a **DEED** on behalf of
Longbow Investment No. 3 S.A.R.L.

)
)

a *société à responsabilité limitée* organised and existing under the laws of the Grand Duchy of Luxembourg by being a person who, in accordance with the laws of that territory, is acting under the authority of Longbow Investment No.3 S.à.r.l. in the presence of:

Signature of Witness:)

Name:)

Address:)

Occupation:)