



**Registration of a Charge**

Company name: **Countryside Properties (UK) Limited**

Company number: **00614864**



X54OEO3D

Received for Electronic Filing: **11/04/2016**

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**Details of Charge**

Date of creation: **01/04/2016**

Charge code: **0061 4864 1105**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT FOR THE SECURED PARTIES  
(SECURITY AGENT)**

Brief description: **THE FREEHOLD LAND ON THE NORTH SIDE OF HOSPITAL APPROACH,  
BROOMFIELD, CHELMSFORD BEING ALL OF THE LAND COMPRISED  
IN A TRANSFER OF EVEN DATE AND MADE BETWEEN COUNTRYSIDE  
PROPERTIES (UK) LIMITED AND SOJ FIDUCIARY MANAGEMENT LIMITED  
AND BEING ALL OF THE FREEHOLD LAND WITHIN TITLE EX717949.**

**Contains fixed charge(s).**

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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: **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:

**ADDLESHAW GODDARD LLP**



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

Company number: 614864

Charge code: 0061 4864 1105

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st April 2016 and created by Countryside Properties (UK) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2016 .

Given at Companies House, Cardiff on 12th April 2016

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

1st April

2016

COUNTRYSIDE PROPERTIES (UK) LIMITED  
AS CHARGOR

IN FAVOUR OF

LLOYDS BANK PLC  
AS SECURITY AGENT

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LEGAL CHARGE  
RELATING TO LAND ON THE NORTH SIDE OF HOSPITAL APPROACH,  
BROOMFIELD, CHELMSFORD

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THIS MORTGAGE is dated 1st April and made between:

- (1) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (Company Number 00614864) as chargor whose registered office is at Countryside House The Drive Brentwood Essex CM13 3AT (the "**Chargor**"); and
- (2) **LLOYDS BANK PLC** as security agent for the Secured Parties (the "**Security Agent**").

## **Background**

- (A) The Chargor has entered into the Debenture as security for the Secured Obligations.
- (B) The Chargor enters into this Mortgage pursuant to Clause 5.3 (*Future Material Real Property and Land Creditor Security*) of the Debenture.
- (C) The Security Agent and the Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand).
- (D) The Security Agent holds the benefit of this Mortgage for the Secured Parties on the terms of the Finance Documents.

## **1 Interpretation**

### **1.1 Definitions**

In this Mortgage:

**"Debenture"** means the security agreement dated 4<sup>th</sup> June 2014 and made between, among others, the Chargor and the Security Agent.

**"Mortgaged Property"** means all of the Chargor's right, title and interest from time to time in and to any freehold or leasehold property in England and Wales and other real property anywhere else in the world, in each case, as described in the Schedule (*Details of Mortgaged Property*), all Fixtures from time to time on that property, and all Related Rights.

### **1.2 Defined Terms**

Unless this Mortgage provides otherwise or the context otherwise requires, a term which is defined (or expressed to be subject to a particular construction) in the Debenture shall have the same meaning (or be subject to the same construction) in this Mortgage.

### 1.3 Designation

This Deed is supplemental to the Debenture and is a Finance Document.

## 2 Legal Mortgage

The Chargor with full title guarantee and as security for the payment of all Secured Obligations, charges in favour of the Security Agent, by way of first legal mortgage all of the Mortgaged Property.

## 3 The Land Registry

The Chargor shall:

- (a) apply to the Land Registry for first registration of the Mortgaged Property (where the Mortgaged Property is capable of being registered at the Land Registry and is not already so registered) and for registration of it as proprietor of the Mortgaged Property;
- (b) apply to the Land Registry to register the Security created by Clause 2 (*Legal Mortgage*);
- (c) apply to the Land Registry requesting:
  - (i) a restriction in the form specified by the Security Agent;  
and
  - (ii) the obligation to make further advances,to be entered on the register of the title to the Mortgaged Property in respect of the Security created by Clause 2 (*Legal Mortgage*);
- (d) pay all applicable registration fees;
- (e) deal with any requisitions by the Land Registry relating to the Mortgaged Property and keep the Security Agent informed as to the progress of any such application for registration, the nature of any such requisitions and its response,

or, if the Security Agent gives notice to the Chargor that the Security Agent will submit the relevant forms to the Land Registry, the Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all applicable registration fees.

#### **4 Incorporation of other Terms**

The provisions of the Debenture shall be deemed to be incorporated in this Mortgage as if set out in full in this Mortgage, *mutatis mutandis*, except that:

- (a) references to "this Deed" shall be construed as references to this Mortgage;
- (b) Clause 5.1 of the Debenture shall be construed as if "Material Real Property" were replaced with "Mortgaged Property".
- (c) references to "the Chargors" or each or any of them should be construed as references to the Chargor; and
- (d) Clauses 2 (*Security Interests*), 27 (*Counterparts*) and 28 (*Governing Law*) of the Debenture shall not be deemed to be incorporated in this Mortgage.

#### **5 Governing Law**

This Mortgage and any non-contractual obligations arising out of or in connection with it are governed by English law.

#### **6 Counterparts and Effectiveness**

##### **6.1 Counterparts**

This 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 this Mortgage.

##### **6.2 Effectiveness**

This Mortgage shall take effect and be delivered as a deed on the date on which it is stated to be made.

**In Witness Whereof** this Mortgage has been executed as a deed by the Chargor and has been signed on behalf of the Security Agent.

**Schedule (to Form of Legal Mortgage)**

**Details of Mortgaged Property**

<b>Description</b>	<b>Tenure (freehold/leasehold)</b>	<b>Title Number (registered land)</b>
Land on the North Side of Hospital Approach, Broomfield, Chelmsford being all of the land comprised in a Transfer of even date and made between Countryside Properties (UK) Limited and SOJ Fiduciary Management Limited and being all of the freehold land within title EX717949	Freehold	EX717949



Signed by

**LLOYDS BANK PLC** for and on its behalf )  
by its duly authorised Officer )

..... Signature of witness

...RUMI KHANOM..... Name of witness (in BLOCK CAPITALS)

.....  
...25 GRESHAM ST.....

...LONDON.....

...EC2V 7HN..... Address of witness

...BANK OFFICIAL..... Occupation of witness

**EXECUTED AS A DEED BY** )  
**COUNTRYSIDE PROPERTIES (UK) LIMITED** )  
acting by: )

Director's Signature

In the presence of:

.....Name of witness

.....Signature of witness

..... Address of witness

.....Occupation of witness

Signed by  
**LLOYDS BANK PLC** for and on its behalf )  
by its duly authorised Officer )

..... Signature of witness

..... Name of witness (in BLOCK CAPITALS)

.....

.....

.....

..... Address of witness

..... Occupation of witness

**EXECUTED AS A DEED BY** )  
**COUNTRYSIDE PROPERTIES (UK) LIMITED** )  
acting by:

Director's Signature

In the presence of:

.....Name of witness

.....Signature of witness

Witnessed By:

Name: TM Warren

Address: The Mole Hill, Hollow Road, Molehill Green,  
Nr. Felsted, Great Dunmow, Essex, CM6 3JF.

Occupation: Chartered Secretary