

MR01

Particulars of a charge

Laserform

184322/17

**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling**  
Please go to www.companieshouse.gov.uk

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR08

THURSDAY



A06 \*A3BCKNOB\* #116  
03/07/2014  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

**1 Company details**

Company number 00614864  
Company name in full Countryside Properties (UK) Limited

1055

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 01/06/2014

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Lloyds Bank plc as Security Agent for the Secured Parties  
(Security Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

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### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Freehold property known as the land and buildings on the south west side of Warrington Road, Rainhill, St Helens, Merseyside registered at the Land Registry with title number MS389902

Leasehold property known as the land lying to the north east of Stoney Lane, Rainhill, Prescot, St Helens, Merseyside registered at the Land Registry with title number MS307926

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

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### Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

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### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

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### Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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### Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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### Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP X

This form must be signed by a person with an interest in the charge

**MR01**

## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name **SMEDYA/13845-2136**Company name **Addleshaw Goddard LLP**Address **Milton Gate****60 Chiswell Street**Post town **London**

County/Region

Postcode 

E	C	1	Y		4	A	G
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Country **United Kingdom**DX **47 London**Telephone **020 7606 8855****Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

**Please note that all information on this form will appear on the public record**

**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

CHFP025

06/14 Version 2.0



FILE COPY

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

Company number: 614864

Charge code: 0061 4864 1055

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2014 and created by COUNTRYSIDE PROPERTIES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2014

DX

Given at Companies House, Cardiff on 11th July 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

16th June 2014

COUNTRYSIDE PROPERTIES (UK) LIMITED  
AS CHARGOR

IN FAVOUR OF

LLOYDS BANK PLC  
AS SECURITY AGENT

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LEGAL CHARGE  
RELATING TO OAK TYRES PREMISES ON THE SOUTH WEST SIDE OF  
WARRINGTON ROAD, RAINHILL, ST HELENS, MERSEYSIDE

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WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY (AS REDACTED) OF  
THE ORIGINAL

*Addleshaw Goddard LLP*

DATE 01/07/14  
ADDLESHAW GODDARD LLP

THIS MORTGAGE is dated 16th June 2014 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 and buildings on the south west side of Warrington Road, Rainhill, St Helens, Merseyside	Freehold	MS389902
Land lying to the north east of Stoney Lane, Rainhill, Prescot, St Helens, Merseyside	Leasehold	MS307926

EXECUTED AS A DEED by  
**COUNTRYSIDE PROPERTIES (UK)**  
**LIMITED** in the presence of



Witnessed by  
Name TM Warren  
Address  
Occupation Chartered Secretary



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