



Registration of a Charge

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

Company number: **00614864**



X4YN0M9L

Received for Electronic Filing: **15/01/2016**

Details of Charge

Date of creation: **08/01/2016**

Charge code: **0061 4864 1097**

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

Brief description: **THE FREEHOLD AND LEASEHOLD PROPERTIES KNOWN AS NORRIS GREEN PHASE 4, 6 & 7, LIVERPOOL BEING ALL OF THE LAND COMPROMISED IN A TRANSFER OF EVEN DATE AND MADE BETWEEN SIGMA INPARTNERSHIP LIMITED AND THE CHARGOR REGISTERED AT THE LAND REGISTRY WITH FREEHOLD TITLE NUMBERS MS454566 (PART), MS454510, MS454604, MS454656, MS454476, MS454516, MS273746, MS251621, MS182502 (PART), MS223608 AND MS235262 AND LEASEHOLD TITLE NUMBERS MS164674 AND MS187794.**

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 614864

Charge code: 0061 4864 1097

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th January 2016 and created by Countryside Properties (UK) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th January 2016 .

Given at Companies House, Cardiff on 18th January 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 8 January 2016

COUNTRYSIDE PROPERTIES (UK) LIMITED
AS CHARGOR

IN FAVOUR OF

LLOYDS BANK PLC
AS SECURITY AGENT

LEGAL CHARGE
RELATING TO NORRIS GREEN PHASES 4, 6 & 7, LIVERPOOL

THIS MORTGAGE is dated 8 January 2016

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 4th 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

Description	Tenure (freehold/leasehold)	Title Number (registered land)
Norris Green Phase 4, 6 & 7, Liverpool being all of the land comprised in a transfer of even date and made between Sigma Inpartnership Limited(1) and the Chargor (2)	Freehold	MS454566 (part), MS454510, MS454604, MS454656, MS454476, MS454516, MS273746, MS251621, MS182502 (part), MS223608 and MS235262.
	Leasehold	MS164674 and MS187794

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



Witnessed by:
Name: TM Warren
Address: The Mole Hill, Hollow Road, Molehill Green,
Nr. Felsted, Great Dunmow, Essex, CM6 3JF.
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)

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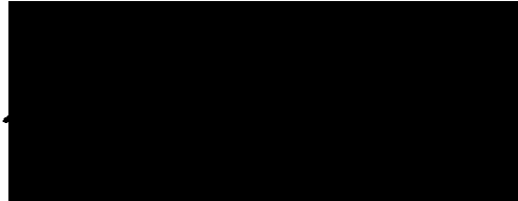
..... Address of witness

..... Occupation of witness

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

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 STREET.....

LONDON.....

EC2V.....

7HN..... Address of witness

BANK OFFICIAL..... Occupation of witness