Companies House

MR01(ef)

Registration of a Charge

Company name: **MORTGAGE NEXT LIMITED**

Company number: **03175440**

Received for Electronic Filing: **04/05/2020**

X94B9PK9

Details of Charge

Date of creation: **29/04/2020**

Charge code: **0317 5440 0005**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating 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: **ALLEN & OVERY LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3175440

Charge code: 0317 5440 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2020 and created by MORTGAGE NEXT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2020 .

Given at Companies House, Cardiff on 5th 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

CONFIRMATORY SECURITY AGREEMENT

DATED 29 APRIL **2020**

BETWEEN

THE COMPANIES LISTED IN SCHEDULE 1 AS CHARGORS

and

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenovery.com

CERTIFIED A TRUE COPY

Allen & Overy LLP
30 April 2020

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THIS DEED is dated 29 April 2020 and is made **BETWEEN**:

(1) **THE COMPANIES** listed in Schedule 1 (Chargors) as chargors (the **Chargors**); and

(2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Amended and Restated Facilities Agreement (defined below)).

BACKGROUND:

(A) Pursuant to an Original Debenture (as defined below), each Chargor created Security Interests over certain of its assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented).

(B) The Original Facility Agreement (as defined below) has been amended and restated by an amendment and restatement agreement dated on or about the date of this Deed between, among others, each Chargor and the Security Agent (the **Amendment and Restatement Agreement**).

(C) The Chargors and the Security Agent consider that the Security Interests created by the Chargors under the Original Debentures secure payment of the Secured Liabilities (as defined below), but enter into this Deed in case they do not.

(D) This Deed is supplemental to the Original Debentures.

(E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

(i) **Amended and Restated Facilities Agreement** means the Original Facility Agreement as amended by the Amendment and Restatement Agreement;

(ii) **Original Debenture** means each of:

(A) the debenture dated 2 August 2018 between, among others, Countrywide PLC as chargor and the Security Agent (the **August 2018 Debenture**);

(B) the debenture dated 4 July 2019 between, among others, Lambert Smith Hampton (NIreland) Limited as chargor and the Security Agent (the **July 2019 Debenture**); and

(C) the debenture dated 19 December 2019 between TitleAbsolute Limited as chargor and the Security Agent (the **December 2019 Debenture**);

(iii) **Original Facility Agreement** means the revolving credit facility agreement originally dated 20 March 2013, as amended, amended and restated, supplemented and varied from time to time prior to the date of the Amendment and Restatement Agreement;

(iv) **Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under or in connection with each Finance Document including those obligations and liabilities as they are amended by the Amendment and Restatement Agreement, except for any obligation which, if it were so included, would result in this Deed contravening sections 678 or 679 of the Companies Act 2006; and

(v) **Security Period** means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Construction

(a) Capitalised terms defined in the Amended and Restated Facilities Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.

(b) The provisions of clause 1.2 (Construction) of the Amended and Restated Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Amended and Restated Facilities Agreement will be construed as references to this Deed.

(c) Unless a contrary indication appears, any reference in this Deed to:

(i) a **clearance system** means a person whose business is or includes the provision of clearance services or security accounts, or any nominee or depositary for that person;

(ii) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(iii) any **rights** in respect of an asset includes:

(A) all amounts and proceeds paid or payable;

(B) all rights to make any demand or claim; and

(C) all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;

(iv) any **share, stock, debenture, bond** or **other security** or **investment** includes:

(A) any dividend, interest or other distribution paid or payable;

(B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

(C) any right against any clearance system;

(D) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and

(E) any cash or securities account maintained by any custodian or other entity,

in each case, in relation to that share, stock, debenture, bond or other security or investment.

(v) the term **this Security** means any Security Interest created by this Deed; and

(vi) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).

(d) Any covenant of the Chargors under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

(e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

(f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

(g) Unless the context otherwise requires, a reference to a **Security Asset** includes the proceeds of any disposal of that Security Asset.

1.3 Third Party Rights

(a) Unless expressly provided to the contrary in a Finance Document, a person who is not a party to this Deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.

(b) Notwithstanding any term of any Finance Document, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

(c) Any Secured Party that is not a party to this Deed may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

(a) Each Chargor shall pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

(b) All the security created under this Deed:

(i) is created in favour of the Security Agent;

(ii) is created over present and future assets of the Chargors;

(iii) is security for the payment and satisfaction of all the Secured Liabilities of the relevant Chargor; and

(iv) subject to the Security Interests created by the Original Debentures, is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(c) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document or satisfaction of some other condition:

(i) the relevant Chargor shall notify the Security Agent promptly;

(ii) this Security shall constitute security over all proceeds and other amounts which the relevant Chargor may receive, or has received, under that document but exclude the relevant Chargor's other rights under the document until the relevant Chargor obtains the required consent or satisfies the relevant condition;

(iii) unless the Security Agent otherwise requires, the relevant Chargor shall use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and

(iv) if the relevant Chargor obtains the required consent or satisfies the relevant condition:

(A) the relevant Chargor shall notify the Security Agent promptly; and

(B) all of the relevant Chargor's rights under the document shall immediately be secured in accordance with this Deed.

(d) All the security created under this Deed:

(i) is created in case the security created by the Original Debentures does not secure all of the Secured Liabilities; and

(ii) is created in addition to and does not affect the security created by the Original Debentures.

(e) Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the relevant Original Debenture until such time as the Security Interest created by the relevant Original Debenture ceases to have effect.

(f) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under an Original Debenture and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security Interest created by the relevant Original Debenture ceases to have effect at a time when this Deed still has effect.

(g) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Land

(a) Each Chargor charges:

(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in

schedule 2 (Security Assets) to the August 2018 Debenture, schedule 2 (Security Assets) to the July 2019 Debenture and schedule 1 (Security Assets) to the December 2019 Debenture under the heading Real Property (which are reproduced in Schedule 2 (Security Assets) to this Deed under the heading Real Property); and

(ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it.

(b) A reference in this Clause 2.2 (Land) to a mortgage or charge of any freehold or leasehold property includes:

(i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and

(ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities or investments owned by it or held by any nominee, trustee, custodian or clearance system on its behalf.

2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (Land), each Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

2.5 Restricted credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any bank account opened and maintained by it, any amount standing to the credit of that account and the debt represented by that account.

2.6 Book debts and receipts

Each Chargor charges by way of a first fixed charge:

(a) all of its book and other debts;

(b) all other moneys due and owing to it; and

(c) the benefit of all rights in relation to any item under paragraph (a) or (b) above.

2.7 Insurances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest but excluding any rights under any liability insurance contract or policy in respect of liabilities of the Chargor to third parties.

2.8 Other contracts

(a) Subject to paragraph (b) below, each Chargor charges by way of a first fixed charge all of its rights in respect of any agreement, instrument or other document to which it is a party, including the agreements, instruments and other documents (if any) specified in schedule 2 (Security Assets) to the August 2018 Debenture, schedule 2 (Security Assets) to the July 2019 Debenture and schedule 1 (Security Assets) to the December 2019 Debenture under the heading Charged Relevant Contracts (which are reproduced in Schedule 2 (Security Assets) to this Deed under the heading Charged Relevant Contracts).

(b) Paragraph (a) above does not apply to any agreement, instrument or other document to which a Chargor is a party that is subject to any fixed security created under any other term of this Clause 2.

2.9 Intellectual Property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

(a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks (if any) specified in schedule 2 (Security Assets) to the August 2018 Debenture, schedule 2 (Security Assets) the July 2019 Debenture and schedule 1 (Security Assets) to the December 2019 Debenture under the heading Specific Intellectual Property Rights (which are reproduced in Schedule 2 (Security Assets) to this Deed under the heading Specific Intellectual Property Rights);

(b) any copyright or other intellectual property monopoly right; or

(c) any interest (including by way of licence) in any of the above,

in each case, whether registered or not and including all applications for any of the rights referred to in paragraphs (a), (b) and (c) above.

2.10 Miscellaneous

Each Chargor charges by way of first fixed charge:

(a) any beneficial interest, claim or entitlement it has in any pension fund;

(b) its goodwill;

(c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;

(d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and

(e) its uncalled capital; and

(f) the benefit of all rights in relation to any item in paragraphs (a) to (e).

2.11 Floating charge

(a) Subject to any and all floating charges created by it under the Original Debentures, each Chargor charges by way of a first floating charge all its assets not otherwise effectively

mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.

(b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by this Clause 2.11 (Floating charge) into a fixed charge as regards any of the Chargor's assets specified in that notice, if:

(i) an Event of Default is continuing; or

(ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

(c) The floating charge created by this Clause 2.11 (Floating charge) may not be converted into a fixed charge solely by reason of:

(i) the obtaining of a moratorium; or

(ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986.

(d) The floating charge created by this Clause 2.11 (Floating charge) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, in respect of that Chargor.

(e) The floating charge created by this Clause 2.11 (Floating charge) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. INCORPORATION

The provisions of clause 3 (Representations - General) to 21 (Release) (inclusive) (other than clause 5.5 (H.M. Land Registry)) of the August 2018 Debenture are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, including, without limitation, that in respect of clause 6.3(a) (Deposit) of the August 2018 Debenture, no Chargor shall be obliged to deliver or execute and deliver any document where such document has already been deposited or delivered to the Security Agent prior to the date of this Deed .

4. H.M. LAND REGISTRY

After an Event of Default which is continuing, each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [ ] referred to in the charges register or their conveyancer. (Standard Form P)"

5. MISCELLANEOUS

(a) The Original Debentures will remain in full force and effect.

(b) This Deed is designated a Finance Document.

6. COUNTERPARTS

This Deed 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 Deed.

7. GOVERNING LAW

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

8. JURISDICTION

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).

(b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) This Clause 8 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

Name of Chargor	Registered number
Countrywide plc	08340090
Countrywide Group plc	04947152
Balanus Limited	01837522
Countrywide Property Lawyers Limited	02066827
Countrywide Surveyors Limited	01954031
Countrywide Estate Agents	00789476
Lambert Smith Hampton Limited	02222001
Lambert Smith Hampton Group Limited	02521225
Countrywide Principal Services Limited	01707341
Lambert Smith Hampton (NIreland) Limited	08760710
Mortgage Next Limited	03175440
Mortgage Intelligence Holdings Limited	06775606
Slater Hogg Mortgages Limited	04206425
TitleAbsolute Limited	03958105

SCHEDULE 2

SECURITY ASSETS

REAL PROPERTY

[*deliberately left blank*]

CHARGED RELEVANT CONTRACTS

[*deliberately left blank*]

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

[*deliberately left blank*]

SIGNATORIES

Chargors

EXECUTED AS A DEED by)
COUNTRYWIDE PLC)
acting by Himanshu Raja)
)
and .....)

[redacted]
.....
Director

.....
Director/Secretary

EXECUTED AS A DEED by)
COUNTRYWIDE GROUP PLC)
acting by Himanshu Raja)
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and .....)

[redacted]
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Director

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Director/Secretary

EXECUTED AS A DEED by)
BALANUS LIMITED)
acting by Himanshu Raja)
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and .....)

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Director

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Director/Secretary

SIGNATORIES

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acting by .....)
Gareth Williams)
and .....)

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TITLEABSOLUTE LIMITED)
)
acting by .....) .....
) Director
and Gareth Williams) [redacted]
....
Director/Secretary

Security Agent

EXECUTED AS A DEED by
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by its authorised signatory [redacted]

Name of authorised signatory: ..... Daisuke Takekawa
Authorised Signatory

Witnessed signature: [redacted]

Witness Name: C. Braithwaite

Witness Address: [redacted]