

534082 / 23

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge

laserform



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A fee is be paya
Please see 'How



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RCS 20/01/2017 #54
COMPANIES HOUSE
A5Y9773F
A08 16/01/2017 #78

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

☒ What this form is for
You may not use
register a charge
instrument. Use fo

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 0 5 2 6 8 5 3 1

Company name in full CLIFTON MOOR LIMITED

3 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 00 00 01 20 07

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 MOUNT STREET MORTGAGE SERVICING LIMITED

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

4

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

Clifton Moor Shopping Centre on the south side of the Outer Ring Road, York YO30 4XZ registered at the Land Registry with freehold title number NYK75967.

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.

5

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

6

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

7

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

8

Trustee statement ¹

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.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X Macfarlane 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 Francesca Wilson

Company name Macfarlanes LLP

Address 20 Cursitor Street

Matter no: 655647

Post town

Country/Region London

Postcode E C 4 A 1 L T

Country UK

Dx DX No: 138 Chancery Lane

Telephone +44 (0)20 7831 9222



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

PROFORMA

Company Number **05268531**

Company Name **CLIFTON MOOR LIMITED**

Contact Name/ Organisation **Francesca Wilson, Macfarlanes LLP**

Address **20 Cursitor Street London EC4A 1LT**

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☒ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

Please replace the text to read:

Clifton Moor Shopping Centre on the south side of the Outer Ring Road, York YO30 4XZ registered at the Land Registry with freehold title number NYK75967. For further details please refer to the instrument.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5268531

Charge code: 0526 8531 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th January 2017 and created by CLIFTON MOOR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th January 2017.

Given at Companies House, Cardiff on 20th January 2017



Companies House



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

SAVE FOR MATERIAL REDACTED PURSUANT TO S 859G COMPANIES ACT 2006, THIS COPY INSTRUMENT IS CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Macfarlanes LLP

MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT

DATE: 16 01 17

Security Deed of Accession

DATE 10 January 2017

PARTIES

- 1 Clifton Moor Limited (registered number 05268531)
Westgate Retail Park Wakefield Limited (registered number 05489775), and
BF Propco (No 12) Limited (registered number 05270259),
each an "Additional Chargor" and together the "Additional Chargors"
- 2 **MOUNT STREET MORTGAGE SERVICING LIMITED** acting through its office at Third Floor, New City Court, 20 St Thomas Street, London SE1 9RS as agent and security trustee for the Secured Parties (as defined below) (the "Common Security Agent")

BACKGROUND

- A The Additional Chargors are the Subsidiaries of the following Chargors

Subsidiary	Chargor
Clifton Moor Limited	CD9 (York Bidco) Limited
Westgate Retail Park Wakefield Limited	CD9 Properties (Wakefield) Limited
BF Propco (No 12) Limited	CD9 Properties (Manchester) Limited

- B CD9 Properties (Manchester) Limited, CD9 Properties (Wakefield) Limited and CD9 (York Bidco) Limited and the Common Security Agent (among others) have entered into a security agreement dated 10 January 2017 (the "Security Agreement").
- C Each Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement
- D The Common Security Agent and each Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand
- E The Common Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents

IT IS AGREED as follows

1 Definitions and interpretation

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document

2 Accession and covenant to pay

2.1 With effect from the date of this deed each Additional Chargor

- 2.1.1 will become a party to the Security Agreement as a Chargor, and

- 2 1 2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor
- 2 2 Each Additional Chargor hereby covenants with the Common Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities to the Secured Parties when the same become due in accordance with the terms of the Finance Documents whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors
- 2 3 Neither the covenant to pay in clause 2 2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause cause such covenant or Security to be unlawful under any applicable law
- 3 **Grant of security**
- 3 1 **Fixed security**
- As a continuing security for the payment or discharge of the Secured Liabilities the Additional Chargor with full title guarantee hereby
- 3 1 1 grants to the Common Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) to this deed,
- 3 1 2 charges to the Common Security Agent (as trustee for the Secured Parties) by way of first fixed charge, all its
- 3 1 2 1 Properties acquired by it after the date of this deed,
- 3 1 2 2 Property Interests (save for any Property Interest which is the subject of an effective charge under clauses 3 1 1 and 3 1 2 1 above or which is the subject of an effective assignment under clause 3 1 3 below)
- 3 1 2 3 Equipment,
- 3 1 2 4 Securities,
- 3 1 2 5 Intellectual Property,
- 3 1 2 6 Insurance Policies (save for any Insurance Policy which is the subject of an effective assignment under clause 3 1 3 below)
- 3 1 2 7 Debts,
- 3 1 2 8 Accounts (if any),

3 1 2 9 Rental Income (save for any Rental Income which is the subject of an effective assignment under clause 3 1 3 below),

3 1 2 10 Goodwill and Uncalled Capital, and

3 1 2 11 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3 1 1 to 3 1 4 inclusive,

3 1 3 assigns to the Common Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption all of its right, title and interest in and to,

3 1.3 1 the Insurance Policies

3 1 3 2 the Rental Income, and

3 1 3 3 any guarantee of Rental Income contained in or relating to any Property, and

3 1 4 assigns to the Common Security Agent (as trustee for the Secured Parties) absolutely subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements

3 2 **Floating Security**

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby charges to the Common Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking, and at any time not effectively mortgaged, charged or assigned pursuant to clauses 3 1 1 – 3 1 4 inclusive above

4 **Land Registry restriction**

In respect of any Property registered at the Land Registry, each Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property.

"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 [MOUNT STREET MORTGAGE SERVICING LIMITED] (Company no. 03411668) referred to in the charges register or their conveyancer"

5 **Miscellaneous**

With effect from the date of this deed

5 1 the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed),

- 5.2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 1 (*Properties currently owned*) to this deed (or relevant part of it)

6 Governing law

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

7 Enforcement

7.1 Jurisdiction of English courts

7.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "Dispute")

7.1.2 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

7.1.3 This clause 7.1.3 is for the benefit of the Common Security Agent only. As a result, the Common Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Common Security Agent may take concurrent proceedings in any number of jurisdictions.

7.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, the Additional Chargor

7.2.1 irrevocably appoints BMO Real Estate Partners LLP as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document, and

7.2.2 agrees that failure by a process agent to notify each Additional Chargor of the process will not invalidate the proceedings concerned.

8 Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

Properties Currently Owned

1. Clifton Moor Shopping Centre on the south side of the Outer Ring Road, York YO30 4XZ registered at the Land Registry with freehold title number NYK75967,
2. Rylands Building Market Street Manchester M60 1TA registered at the Land Registry with leasehold title number GM798429; and
- 3 Westgate Retail & Leisure Park, Ings Road, Wakefield WF2 9SD registered at the Land Registry with freehold title number WYK832414

SCHEDULE 2

Accounts



Designated accounts

None as at the date of this deed

SIGNATORIES (TO ACCESSION DEED)

The Additional Chargers

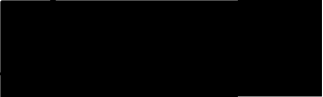

EXECUTED as a DEED and
DELIVERED by CLIFTON MOOR
LIMITED acting by

Signature of Director 
Name of Director *Per Memo*
Witness: Signature 
Name *Louise Luston*
Address

OLSWANG LLP
90 High Holborn
London WC1V 6XX

Occupation: *Associate*

EXECUTED as a DEED and
DELIVERED by WESTGATE RETAIL
PARK WAKEFIELD LIMITED
acting by

Signature of Director 
Name of Director *Per Memo*
Witness: Signature 
Name *Louise Luston*
Address

OLSWANG LLP
90 High Holborn
London WC1V 6XX

Occupation *Associate*

EXECUTED as a DEED and
DELIVERED by BF PROPCO
(NO.12) LIMITED
acting by:

Signature of Director

[Redacted Signature]

Name of Director

Pin Memo

Witness:

Signature

[Redacted Signature]

Name

Laure Luster

Address:

OLSWANG LLP
90 High Holborn
London WC1V 6XX

Occupation

Associate

The Common Security Agent

SIGNED by
for and on behalf of MOUNT STREET
MORTGAGE SERVICING LIMITED
in the presence of

)
)
)
)

EXECUTED as a DEED and)
DELIVERED by BF PROPCO)
(NO 12) LIMITED)
acting by)

Signature of Director

Name of Director

Witness Signature

Name

Address

.

Occupation

The Common Security Agent

SIGNED by *James B. [Signature]*)
for and on behalf of MOUNT STREET)
MORTGAGE SERVICING LIMITED)
in the presence of)

