Companies House

# LLMR01(ef)

## Registration of a Charge

LLP name: **HILBRE PROJECTS LLP**

LLP number: **OC414694**

Received for Electronic Filing: **25/04/2018**

X74MA7YW

## Details of Charge

Date of creation: **16/04/2018**

Charge code: **OC41 4694 0004**

Persons entitled: **WIRRAL PARTNERSHIP HOMES (DEVELOPMENTS) LIMITED**

Brief description: **THE FREEHOLD LAND AT BARLEYFIELD, BIRKENHEAD, WIRRAL REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER MS503557 SHOWN EDGED RED ON THE PLAN ANNEXED AT SCHEDULE 1 TO THE CHARGE.**

**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 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **VIKKI CUNLIFFE**

# CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC414694

Charge code: OC41 4694 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2018 and created by HILBRE PROJECTS LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 25th April 2018 .

Given at Companies House, Cardiff on 27th April 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under the Limited Liability Partnership (Application of the Companies Act 2006) Regulations 2009 SI 2009/1804

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

dated 16th April 2018

**Hilbre Projects LLP**
and
**Wirral Partnership Homes (Developments) Limited**

# Supplemental Legal Charge

in relation to a debenture dated 29 June 2017

Trowers & Hamlins LLP
55 Princess Street
Manchester
M2 4EW
t +44 (0)161 838 2000
f +44 (0)161 838 2001
www.trowers.com

trowers & hamlins

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# Supplemental Legal Charge

**dated** 16th April **2018**

**Parties**

(1) **Hilbre Projects LLP** a limited liability partnership registered in England and Wales with number OC414694 whose registered office is Partnership Building, Hamilton Street, Birkenhead, Merseyside CH41 5AA (the **Chargor**); and

(2) **Wirral Partnership Homes (Developments) Limited** a company registered in England and Wales with number 07882199 whose registered office is Partnership Building, Hamilton Street, Birkenhead, Merseyside CH41 5AA (the **Lender**).

**Introduction**

(A) This deed is supplemental to the Debenture (as defined below).

(B) Under this deed, the Chargor grants a charge of the Property (as defined below) by way of legal mortgage in favour of the Lender as additional security for the loan facilities made available under the Finance Documents (as defined below).

(C) It is intended by the parties to this document that it will take effect as a deed despite the fact that a party may only execute this document under hand.

**Agreed terms**

1 **Interpretation and definitions**

1.1 **Definitions**

Unless the context requires otherwise, terms defined in the Debenture shall have the same meaning when used in this deed including, for the avoidance of doubt, when used in provisions of the Debenture incorporated by reference into this deed. The following definitions shall also apply:

**Debenture** means the debenture dated 29th June 2017 granted by the Chargor in favour of the Lender;

**Facility Agreements** means the loan agreements entered into from time to time between the Chargor and the Lender pursuant to which the Lender has agreed to make loan facilities available to the Chargor;

**Finance Documents** means the Facility Agreements and other documents, as such term is defined in the Facility Agreements;

**Members' Agreement** means the members' agreement dated 12 April 2017 in relation to the Chargor between the Lender, Starfish Commercial Limited and the Chargor;

**Member Loans** shall have the meaning given to that term in the Members' Agreement;

**Property** means all the freehold and leasehold property specified in Schedule 1;

**Secured Liabilities** means all present and future monies, obligations and liabilities now or hereafter due owing or incurred to the Lender by the Chargor under or pursuant to the Finance Documents or otherwise in respect of Member Loans (including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisations) whether present or future, actual or contingent and whether owed by the Chargor as principal or surety or incurred solely or jointly with another, together with all interest accruing thereon and all costs, charges and expenses incurred by the Lender in connection therewith;

**Security** means the security constituted by or pursuant to this deed.

1.2 **Incorporation of interpretation and other provisions**

The provisions of clause 1 (other than clause 1.8) of the Debenture shall (as far as the context permits) apply to this deed as if set out in this deed in full except that references to "this deed" shall be construed as references to this deed and references to the "Mortgaged Property" shall be references to the Property.

2 **Covenant to pay**

2.1 **Covenant to pay**

The Chargor covenants with the Lender that it will, on demand, pay and discharge the Secured Liabilities as and when they fall due for payment in the manner provided in the relevant Finance Document.

3 **Security**

3.1 **Legal mortgage and fixed charges**

The Chargor hereby charges in favour of the Lender with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities:

3.1.1

(a) by way of a first fixed legal mortgage the Property;

(b) by way of a first fixed legal mortgage all estates or interests in any freehold or leasehold property (except any assets specified in clause 3.1.1(a)) now or in the future belonging to it;

3.1.2 by way of first fixed charge:

(a) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held or utilised by the Chargor in connection with the Security Assets or the use of any of the Security Assets and all rights in connection with them;

(b) the benefit of all other contracts, guarantees, appointments, covenants and warranties relating to the Property and other documents to which the Chargor is a party or which are in its favour or of which it has the benefit relating to letting, development, sale, purchase, use or the

operation of the Property or any part of it or otherwise relating to the Property;

(c) all Fixtures; and

(d) insofar as the legal mortgages referred to in clause 3.1.1 shall for any reason be ineffective as a legal mortgage or an assignment, the assets referred to in those clauses.

3.2 **Assignment**

The Chargor hereby assigns and agrees to assign by way of security to the Lender with full title guarantee for the payment and discharge of the Secured Liabilities all the Chargor's right, title and interest in, to and under each of the following present and future assets:

3.2.1 the benefit of all contracts, guarantees, appointments, covenants and warranties relating to the Property and other documents to which the Chargor is a party or which are in its favour or of which it has the benefit relating to letting, development, sale, purchase, use or the operation of the Property or any part of it or otherwise relating to the Property;

3.2.2 all its rights and interests in the Rent and the benefit of any guarantee or security in respect of the Rent;

3.2.3 all its rights and interests in and claims under the Insurances;

3.2.4 all rights and claims in relation to the Property including, without limitation, all rights and claims against any lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Property from time to time and all guarantors and sureties for the obligations of such persons;

3.2.5 the benefit of all contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Chargor and relating to the Property and all compensation paid in relation to the Property and all VAT payable on the same;

3.2.6 the benefit of any development documents and all undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Chargor and relating to the Property;

3.2.7 the benefit of all guarantees, warranties and representations given or made by, and any rights or remedies to which the Chargor may now or in the future be entitled against, all or any professional advisors and contractors in relation to the Property, and any business carried on thereat, and the manufacturer supplier and installers of all plant, machinery, Fixtures and fittings or other items now or hereafter in buildings located on the Property and any other person now or from time to time under contract or under a duty to the Chargor including without limitation the right to prosecute in the name of the Chargor proceedings against any such person and the benefit of all sums recovered in proceedings against all or any such persons; and

3.2.8 all claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) and relating to the Property,

provided that, in each case, to the extent (if any) that the benefits, rights, titles, claims and interests assigned under this clause 3.2 are not assignable, such assignment will operate as an assignment of all proceeds received by the Chargor in connection with such benefits, rights, titles, claims and interests.

4 **Land registration**

4.1 The Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of the Lender to enter the following restriction (in form P of Schedule 4 to the Land Registration Rules 2003) in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated the date of this Deed in favour of Wirral Partnership Homes (Developments) Limited (as Lender) referred to in the Charges Register or their conveyancer or an individual identified as an authorised signatory of the Lender".

4.2 Subject to the terms of the Finance Documents, the Lender is under an obligation to make further advances to the Chargor.

4.3 For the purposes of section 94(1)(c) of the Law of Property Act 1925, section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the Lender to make further advances will be deemed to be incorporated in this deed as if the same were set out in this deed.

4.4 For the purposes of the Land Registration Rules 2003 and section 49(3) of the Land Registration Act 2002, the Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of the Lender for the entry of a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Property.

5 **Incorporation of Debenture terms**

5.1 The terms of clause 6-32 (inclusive) of the Debenture are incorporated by reference into this deed on the basis that references to "this deed" shall be construed as references to the deed and references to the "Mortgaged Property" shall be references to the Property.

5.2 It is agreed and acknowledged that the Property and all other rights of the Chargor, property, assets and undertaking charged or assigned under clause 3 form part of the Security Assets both under this deed and the Debenture.

6 **Designation as a Finance Document**

This deed is designated a Finance Document.

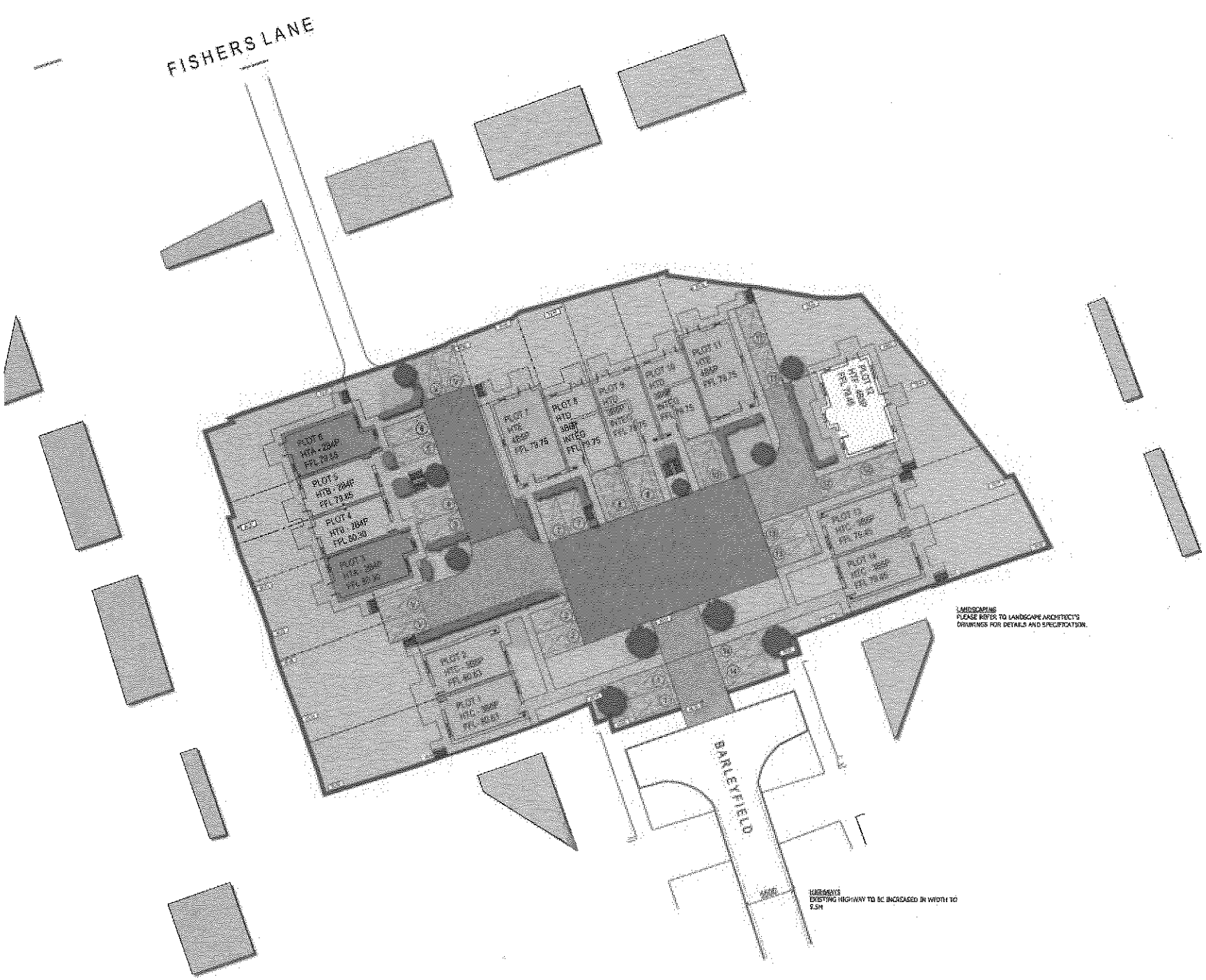
## 7 Governing law

This deed, and any or all non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.

**This Deed** has been executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this deed.

## Schedule 1

The freehold land at Barleyfield, Birkenhead, Wirral with Land Registry title number MS503557 shown edged red on the attached plan.




N

**SCHEDULE OF ACCOMMODATION**

| | |
|---|---|
| House Type A: 2B4P (2 Storey End) | - 2 No. |
| House Type B: 2B4P (2 Storey Terraced) | - 2 No. |
| House Type C: 3B5P (2 Storey) | - 4 No. |
| House Type D: 3B5P (3 Storey Terrace Integ Garage) | - 3 No. |
| House Type E: 4B5P (2 Storey End) | - 2 No. |
| House Type F: 4B6P (2 Storey Wide) | - 1 No. |
| Scheme Total | - 14 No. |

**SITE AREA**
0.35 Hectares

**PARKING**

| | |
|---|---|
| Parking Spaces | - 24 No. |
| (3No Integral Garage Spaces) | |
| Visitor Spaces | 4 No. |

**EXTERNALS KEY**

- Herringbone Block Paving (Highway)
- Tarmacadam (Highway)
- Stretcher Bond Block Paving (Driveways)
- Concrete Paving Slab (Paths & Patios)
- Grass
- 1.8m close boarded timber screen fence
- Bin Store

LA Waste Provisions as per LA Waste & Recycling service.

METRES
0 1 2 3 4 5 6 7 8 9 10
SCALE - 1:200

| | | | |
|---|---|---|---|
| Revision D | Date 05/04/2016 | Drawn NRW | Checked TEG |
| Site Plan updated for full planning application | | | |
| Revision C | Date 14/03/2016 | Drawn TEG | Checked BPM |
| Plot 12 alternative provided to suit Planners comments | | | |
| Revision B | Date 01/03/2016 | Drawn TEG | Checked BPM |
| Plots 1, 6 & 9 house type amended to include integral Garages. | | | |
| Revision A | Date 15/02/2016 | Drawn TEG | Checked BPM |
| Site plan updated to reflect housing mix. | | | |

# PLANNING ISSUE

**Barleyfield**

**Site Plan**

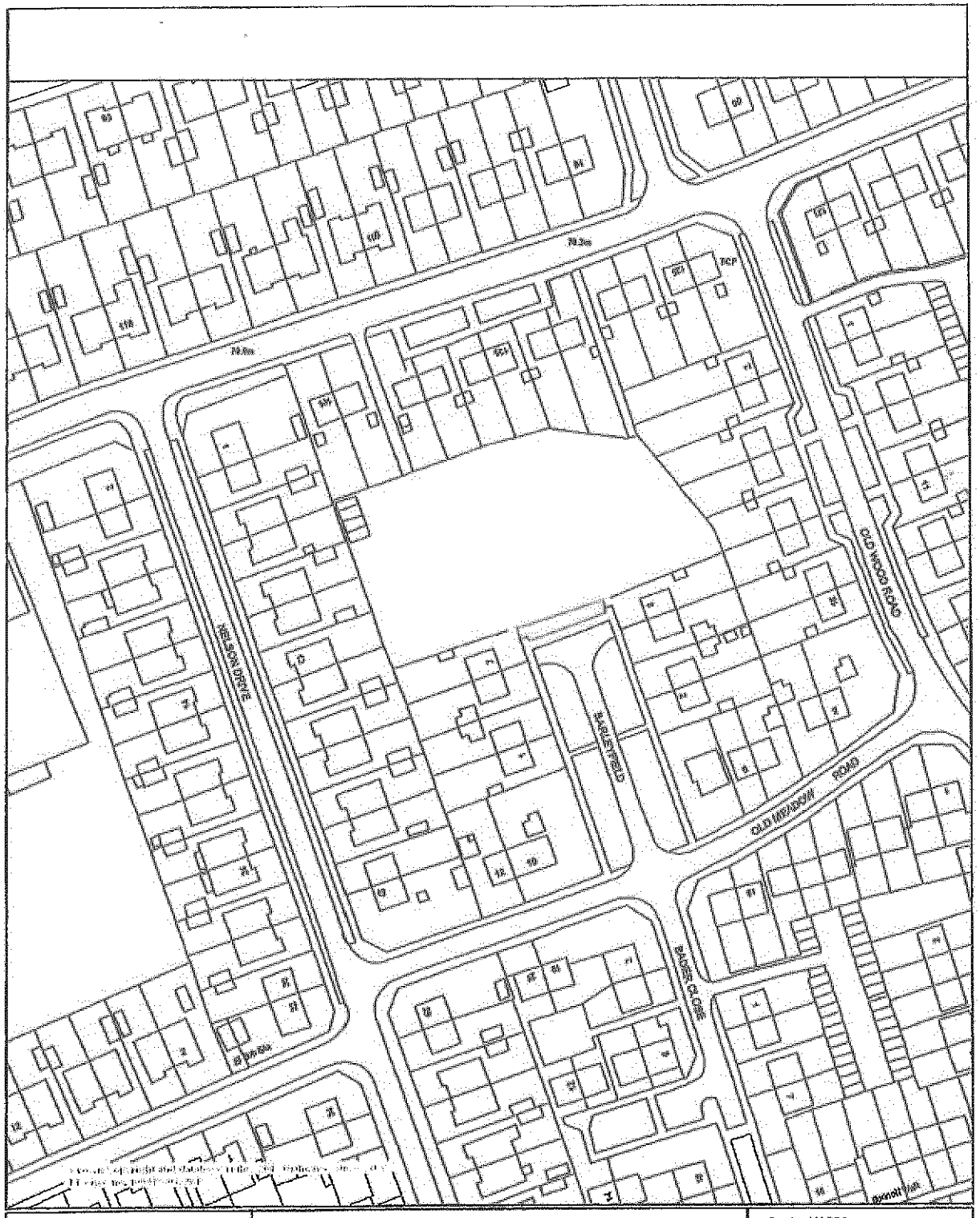
Barleyfield
Birkenhead, Wirral

Magenta Living / Starfish Group

| | | | |
|---|---|---|---|
| 3939-20 | EX03 | D | 1:200 @ A1 |
| 26/01/2016 | TEG | NRW | |

WATSON BATTY ARCHITECTS
Shiloh House, Shiloh Road
Grange, Leeds LS26 8DU
Leeds | Loughborough
T: 01943 816 685
E: info@watsonbatty.com
W: www.watsonbatty.com

FUTURE BUILT




| | | |
|---|---|---|
| WIRRAL | © Crown copyright and database rights 2018 Ordnance Survey 100019803<br><br>You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form. | Scale 1/1250<br><br>Centre = 326445 E 383570 N |
| Date 16/1/2018 | Dept:<br>Section: | Phone:<br>Fax: |

**Signatories**

**Chargor**

**EXECUTED** as a deed, but not delivered )

until the first date specified on page 1 by )

**HILBRE PROJECTS LLP**, )

acting by

[redacted]

on behalf of A Member

Duly authorised by )

**WIRRAL PARTNERSHIP HOMES** )

**(DEVELOPMENTS) LIMITED** )

to sign on its behalf as Member of

**HILBRE PROJECTS LLP**

[redacted]

on behalf of B Member

Duly authorised by )

**STARFISH COMMERCIAL LIMITED** )

to sign on its behalf as Member of )

**HILBRE PROJECTS LLP**

**Lender**

Signed by )

)

for and on behalf of )

[redacted]

**WIRRAL PARTNERSHIP HOMES**

**(DEVELOPMENTS) LIMITED**

acting by Director