



Registration of a Charge

LLP name: **COPPID FARMING ENTERPRISES LLP**

LLP number: **OC370870**

Received for Electronic Filing: **02/10/2020**



Details of Charge

Date of creation: **30/09/2020**

Charge code: **OC37 0870 0002**

Persons entitled: **THE HONOURABLE JULIAN MICHEL CLAUD PHILLIMORE**

Brief description: **THE FREEHOLD PROPERTY FORMING PART OF THE CRICHEL DOWN ESTATE AS REGISTERED AT HM LAND REGISTRY UNDER PART OF TITLE NUMBER DT151265 AS SHOWN COLOURED PINK ON THE PLAN ATTACHED TO THE INSTRUMENT**

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

Certified by: **FORSTERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC370870

Charge code: OC37 0870 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2020 and created by COPPID FARMING ENTERPRISES 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 2nd October 2020 .

Given at Companies House, Cardiff on 5th October 2020

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

FORSTERS

DATED

30 September 2020

LEGAL CHARGE

granted by Coppid Farming Enterprises LLP

over part of the Crichel Down Estate

in favour of The Honourable Julian Michel Claud Phillimore



LEGAL CHARGE

DATED:

30 September 2020

GRANTED BY:

- (1) **COPPID FARMING ENTERPRISES LLP** (a limited liability partnership incorporated and registered in England and Wales with registration number OC370870) whose registered office is at Videcom House, Newtown Road, Henley-On-Thames RG9 1HG (the "**Borrower**");

IN FAVOUR OF:

- (2) **THE HONOURABLE JULIAN MICHEL CLAUD PHILLIMORE** of 23 Phillimore Gardens, London W8 7QG (the "**Lender**").

OPERATIVE PROVISIONS:

1. In this Deed the following terms shall for all purposes of this Deed have the following meanings specified:

Event of Default:	has the meaning given to it in the Loan Agreement;
Loan Agreement:	the agreement between the Borrower and the Lender pursuant to which a loan agreement dated on or about the date of this Deed (which documents a previously undocumented loan) in respect of a loan of £2,145,885 owed by the Borrower to The Hon John Hugo Trenchard Russell, Timothy James Alexander Wilson and Dominic Peter Corti Emmerson as the Trustees of the Main Fund of the Phillimore 1964 Settlement was on or about the date of this Deed novated to the Lender and then amended and restated;
Property:	the freehold property forming part of the Crichel Down Estate as registered at HM Land Registry under part of title number DT151265 as shown coloured pink on the plan attached; and
Secured Liabilities:	all present and future moneys, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed, as principal or surety and/or in any other capacity

whatsoever under or in connection with the Loan Agreement or this Deed.

2. The Borrower hereby covenants with the Lender that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Lender when the same become due.
3. The Borrower with full title guarantee charges the Property by way of legal mortgage.
4. If the Borrower is required by law to make a deduction or withholding the amount so payable shall be increased so that the amount receivable after deduction or withholding is equal to the amount which would have been received had no such deduction or withholding been required.
5. The Borrower covenants with the Lender:
 - 5.1 To keep (or procure to be kept) the Property in reasonable repair and condition.
 - 5.2 To consent 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 30 September 2020 in favour of THE HONOURABLE JULIAN MICHEL CLAUD PHILLIMORE referred to in the charges register."
 - 5.3 To permit the Lender (or any person appointed by it) to enter and inspect the Property having given reasonable prior notice.
 - 5.4 At its own cost, to prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as required) in favour of the Lender or a receiver as the Lender or any receiver (in its absolute discretion) requires from time to time over all or any part of the Property and give all notices, orders and directions which the Lender or any receiver may require (in its absolute discretion) for perfecting, protecting or facilitating the realisation of its security over the Property.
6. If the Borrower is at any time in breach of any of its obligations contained in this Deed, the Lender shall be entitled (but shall not be bound) to remedy such breach (at the cost of the Borrower) and the Borrower hereby irrevocably authorises the Lender and its agents to do all such things necessary or desirable in connection therewith. The exercise by the Lender of its rights under this clause 6 shall not make the Lender liable to account as a mortgagee in possession.
7. The security constituted by this Deed shall become enforceable if an Event of Default occurs and thereupon and at any time thereafter (whether or not the event is continuing), without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act

1925 ("LPA") and all other powers of the Lender shall immediately be exercisable and the Lender may in its absolute discretion enforce all or any part of the security created by this Deed as it sees fit.

8. At any time after the security constituted by this Deed becomes enforceable, or at the request of the Borrower, the Lender may without further notice:
 - (a) appoint a receiver or a receiver and manager of all or any part of the Property (or any substitute, "**Receiver**"); and
 - (b) (subject to section 45 of the Insolvency Act 1986) from time to time remove any person appointed to be Receiver and appoint another in his place.
9. Any Receiver shall in addition to the powers conferred on him in the LPA and (if applicable) the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of the Property over which he is appointed and in particular:
 - (a) to sell or dispose of any interest in the Property;
 - (b) to undertake or complete any works of repair, building or development on the Property;
 - (c) to grant or to accept surrenders of any leases or tenancies affecting the Property upon such terms and subject to such conditions as he thinks fit;
 - (d) to charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him;
 - (e) to exercise all powers provided for in the LPA in the same way as if he had been duly appointed thereunder; and
 - (f) to do all such other acts and things as he may consider to be incidental or conducive to any of the matters or powers aforesaid or which he lawfully may or can do as agent for the Borrower.
10. Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the LPA, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment in any particular order as between any of the Secured Liabilities. Any Receiver appointed by the Lender under this Deed shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him.
11. The Borrower hereby agrees to indemnify the Lender and any Receiver from and against all actions, claims, expenses, demands and liabilities incurred or which may at any time be incurred by him or by any manager, agent, officer, servant or workman for anything done or

omitted to be done in the exercise or purported exercise of his powers under the provisions of this Deed or pursuant hereto.

12. The Borrower shall reimburse the Lender and any Receiver on demand, on a full indemnity basis, for all costs, charges and expenses (including legal fees) incurred by the Lender and/or the Receiver in relation to this Deed or the Property or in protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's rights under this Deed.
13. In the event that the security created by this Deed becomes enforceable, the Borrower covenants that, at the request of the Lender at any time after the security becomes so enforceable, it shall irrevocably appoint the Lender and (jointly and severally) each and every Receiver of this Deed to be the attorney of the Borrower and in its name and on its behalf and as its act and deed or otherwise to execute any documents or any acts or things which such Receiver or the Lender may consider expedient in connection with the security created by this Deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.
14. The Borrower covenants with the Lender and with any Receiver that if required to do so it shall ratify and confirm all transactions entered into by the Lender and/or any Receiver in the proper exercise of its or their powers in accordance with this Deed.
15. For the purposes of Section 101 of the LPA the Secured Liabilities shall become due on the date hereof and in particular in favour of a purchaser the statutory power of sale (as hereby extended) shall become exercisable upon this Deed becoming enforceable.
16. The power of sale applies to this Deed free from the restrictions or conditions contained in Section 103 of the LPA.
17. The powers and remedies conferred on mortgagees by the LPA shall apply hereto with the exception that Section 93 of the LPA shall not apply to this Deed.
18. The terms of the Loan Agreement and of any side letters between any parties in relation to the Loan Agreement are incorporated in this Deed to the extent required to ensure that any purported disposition of the Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
19. The Borrower shall not be permitted to assign, transfer or novate any of its interest in relation hereto.
20. The Lender may not assign, transfer or novate all or any part of its rights or obligations hereunder without the prior written consent of the Borrower.
21. The Borrower waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by the Borrower under this Deed).

22. The Lender may set off any matured obligation due from the Borrower under the Finance Documents against any matured obligation owed by the Lender to the Borrower, regardless of the place of payment, booking branch or currency of either obligation.
23. This Deed (including any non-contractual obligations arising out of or in connection with the same) is governed by, and shall be construed in accordance with, English law.
24. This Deed may be executed in one or more counterparts all of which when taken together shall be deemed to constitute one and the same instrument.
25. Save as maybe expressly provided herein, a third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
26. Any discharge or release shall be deemed to be conditional upon no payment or security received by the Lender being avoided, reduced or refunded.
27. This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other, until the Lender discharges this Deed in writing.
28. If any provision of this Deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be effected or impaired.

IN WITNESS of which this Deed has been executed and is delivered on the date first written above.

SIGNED as a deed by
PAUL ANTHONY ROBERTS
as the attorney of
COPPID FARMING ENTERPRISES LLP
(in exercise of a power of attorney dated
30 January 2020)
in the presence of:

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)
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)
)
)



Witness

Name of witness (in BLOCK CAPITALS):
Address of witness:

ANNA ROBERTS
6 Bradgate Close
Cuttrey
EN6 4RF



**CRICHELE ESTATE (COPPID)
SECURITY PLAN 1**



SCALE 1/2500 @ A0

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