



Registration of a Charge

Company name: **LL PROPERTY SERVICES LIMITED**

Company number: **10295360**



X7CBZ0RT

Received for Electronic Filing: **14/08/2018**

Details of Charge

Date of creation: **10/08/2018**

Charge code: **1029 5360 0017**

Persons entitled: **NATWEST MARKETS PLC (AS SECURITY TRUSTEE)**

Brief description: **THE CHARGOR CHARGES WITH FULL TITLE GUARANTEE THE FREEHOLD PROPERTY KNOWN AS THE LAND AT GREAT KNOWLE FARM, PYWORTHY, HOLSWORTHY, DEVON AND ANY BUILDINGS, FIXTURES, FITTINGS, FIXED PLANT OR MACHINERY FROM TIME TO TIME SITUATED ON OR FORMING PART OF SUCH PROPERTY. FOR MORE INFORMATION PLEASE REFER TO THE CHARGING INSTRUMENT.**

Contains fixed charge(s).

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:

WATSON FARLEY & WILLIAMS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10295360

Charge code: 1029 5360 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2018 and created by LL PROPERTY SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2018 .

Given at Companies House, Cardiff on 16th August 2018

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 10 August 2018

LL PROPERTY SERVICES LIMITED
as Chargor

and

NATWEST MARKETS PLC
as Security Trustee

MORTGAGE
(Great Knowle)

THIS DEED is dated 10 August 2018 between:

- (1) **LL PROPERTY SERVICES LIMITED**, registered in England and Wales with company number 10295360 and registered address 7th Floor, 33 Holborn, London, EC1N 2HU (the "**Chargor**"); and
- (2) **NATWEST MARKETS PLC (PREVIOUSLY KNOWN AS THE ROYAL BANK OF SCOTLAND PLC)** incorporated under the laws of Scotland with company number SC090312 whose registered office is 36 St Andrew Square, Edinburgh, EH2 2YB as security trustee for the Secured Parties (the "**Security Trustee**" which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Facility Agreement).

BACKGROUND:

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

OPERATIVE PROVISIONS

IT IS AGREED as follows:

1 Definitions

In this Deed:

"**Mortgaged Property**" means:

- (a) the freehold property specified in Schedule 1 (*Details of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

"**Related Rights**" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

2 Legal Charge

The Chargor charges with full title guarantee in favour of the Security Trustee (as Security Trustee for the Secured Parties) with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property.

3 Implied Covenants For Title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Legal Charge*).
- (b) It shall be implied in respect of Clause 2 (*Legal Charge*) that the Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4 Application to The Land Registry

The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any registered land forming part of the Mortgaged 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 10 August 2018 in favour of **NATWEST MARKETS PLC** referred to in the charges register."

5 Third Party Rights

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

6 Governing Law

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

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

Schedule 1
Details of Mortgaged Property

Description of Property	Title Number
Freehold Land at Great Knowle Farm, Pyworthy, Holsworthy, Devon which is the subject of the transfer dated <u> /0 </u> August 2018 and made between (1) Mary Louise Cleave and Elwyn George Cleave and (2) LL Property Services Limited	To be registered

EXECUTION PAGES

THE CHARGOR

EXECUTED as a DEED
by LL PROPERTY SERVICES
LIMITED
acting by a director

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Signature of director _____

Name of director IAN HARDIE

Signature of witness Brian Kelly

Name of Witness (in block capitals) BRIAN KELLY

Address of Witness Level 7
 33 Holborn
 London
 EC1N 2HT

Occupation of witness LEGAL COUNSEL

THE SECURITY TRUSTEE

EXECUTED as a DEED)
by NATIONAL WESTMINSTER BANK PLC)
acting as agent for NATWEST MARKETS PLC)
acting by a director)

Signature of director _____

Name of director

Signature of witness _____

Name of Witness _____
(in block capitals)

Address of Witness

Occupation of witness

EXECUTION PAGES

THE CHARGOR

EXECUTED as a DEED)
by LL PROPERTY SERVICES)
LIMITED)
acting by a director)

Signature of director

Name of director

Signature of witness

Name of Witness
(in block capitals)

Address of Witness

Occupation of witness

THE SECURITY TRUSTEE

EXECUTED as a DEED)
by NATIONAL WESTMINSTER BANK PLC)
acting as agent for NATWEST MARKETS PLC)
acting by a director)

Cara Cannone

Signature of director

Name of director *Cara Cannone*

Signature of witness *[Signature]*

Name of Witness
(in block capitals)

Address of Witness

Occupation of witness

Sabrina Chong
Trainee Solicitor
Watson Farley & Williams LLP
15 Appold Street
London EC2A 2HB