



Registration of a Charge

Company name: **LL PROPERTY SERVICES LIMITED**

Company number: **10295360**



X664LIXK

Received for Electronic Filing: **10/05/2017**

Details of Charge

Date of creation: **04/05/2017**

Charge code: **1029 5360 0009**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY TRUSTEE)**

Brief description: **ALL THE LAND SITUATED AT CROOKEDSTONE ROAD, ALDERGROVE, COUNTY ANTRIM (COMPRISED IN FOLIO NUMBER AN216974) AND ANY BUILDINGS, FIXTURES, FITTINGS, FIXED PLANT AND MACHINERY FROM TIME TO TIME SITUATED ON OR FORMING PART OF SUCH FREEHOLD OR LEASEHOLD PROPERTY, ALL EASEMENTS, RIGHTS AND AGREEMENTS AND THE BENEFIT OF ALL COVENANTS GIVEN IN RESPECT THEREOF AND INCLUDES ALL RELATED RIGHTS. PLEASE REFER TO SCHEDULE 1 OF THE INSTRUMENT FOR MORE DETAIL.**

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 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th May 2017 and created by LL PROPERTY SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2017 .

Given at Companies House, Cardiff on 11th May 2017

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

Execution Version

Dated 4th May 2017

LL PROPERTY SERVICES LIMITED
as Chargor

and

THE ROYAL BANK OF SCOTLAND PLC
as Security Trustee

MORTGAGE

WE HEREBY CERTIFY THIS DOCUMENT TO BE A TRUE
COPY OF THE ORIGINAL
Watson Farley & Williams LLP
WATSON FARLEY & WILLIAMS LLP
15 Appold Street
London EC2A 2HB
United Kingdom

LAND REGISTRY

Folio: AN216974
County: Antrim
Registered Owner: LL Property Services Limited

THIS DEED is dated 4 May 2017 between:

- (1) LL PROPERTY SERVICES LIMITED, a company incorporated in England with registered number 10295360 whose registered office is at 7th Floor, 33 Holborn, London, England, EC1N 2HU, as an original chargor (the "Chargor");
- (2) THE ROYAL BANK OF SCOTLAND PLC for itself and 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.

This Mortgage is supplemental to a debenture dated 4 May 2017 between, inter alia, the parties hereto (the "Debenture"). Anything not defined herein shall have the meaning ascribed to it in the Debenture.

OPERATIVE PROVISIONS

IT IS AGREED as follows:

1 Definitions

In this Deed:

"1881 Act" means the Conveyancing and Law of Property Act 1881;

"1911 Act" means the Conveyancing Act 1911;

"Acts" means the 1881 Act and the 1911 Act;

"Mortgaged Property" means:

- (a) the freehold land and/or leasehold land (registered or unregistered) specified against its name in Schedule 1 (Details of Mortgaged Property); and
- (b) any buildings, fixtures, fittings, fixed plant and machinery from time to time situated on or forming part of such freehold or leasehold property, all easements, rights and agreements and the benefit of all covenants given in respect thereof,

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.

1.1 Incorporation of provisions into any Mortgage

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 6.1 (*Further Assurance: General*), 6.3 (*Implied Covenants for Title*), 11 (*Enforcement*), 12 (*Extension and Variation of the Acts*), 13 (*Appointment of Receiver*), 14 (*Powers of Receiver*), 17 (*Power of Attorney*), 18.7 (*Partial Invalidity*), and 30 (*Jurisdiction and Enforcement*) of the Debenture are incorporated into this Mortgage as if expressly incorporated into this Mortgage, as if references in those clauses in the Debenture were references to this Mortgage and as if all references in those clauses to Charged Property were references to the assets of the relevant Chargor from time to time including that charged in favour of, or assigned (whether at law or in equity) to the Security Trustee by or pursuant to this Mortgage.

2 Covenant to Pay

The Chargor covenants with the Security Trustee as trustee for the Secured Parties that it shall discharge all Secured Obligations on their due date in accordance with their respective terms and the Chargor shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such Secured Obligations. Provided that neither such covenant nor the Security constituted by this Deed shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or Security to be unlawful or prohibited by any applicable law.

3 Legal Charge

- 3.1 The Chargor, as a continuing security, charges as legal and as beneficial owner in favour of the Security Trustee (as trustee for the Secured Parties) with the payment and discharge of the Secured Obligations, by way of first fixed charge the Mortgaged Property and,
- (a) **HEREBY GRANTS, CONVEYS AND TRANSFERS** unto the Security Trustee on the terms set out in this Deed, to the extent that title to the Mortgaged Property is of freehold tenure and not subject to registration in the Land Registry of Northern Ireland pursuant to the Land Registration Act (Northern Ireland) 1970, **ALL THAT AND THOSE** the Mortgaged Property (including, without limitation, that set out in Schedule 1 hereto) **TO HOLD** the same unto the Security Trustee in fee simple subject to the proviso for redemption contained in this Deed;
 - (b) **HEREBY DEMISES** unto the Security Trustee on the terms set out in this Deed, to the extent that title to the Mortgaged Property is of leasehold tenure and not subject to registration in the Land Registry of Northern Ireland pursuant to the Land Registration Act (Northern Ireland) 1970, **ALL THAT AND THOSE** the Mortgaged Property **TO HOLD** the same unto the Security Trustee for the residues of the respective terms of years for which it now holds the same less the last three days thereof of each such term subject to the proviso for redemption contained in this Deed; and
 - (c) as registered owner or as the person entitled to be registered as owner **HEREBY CHARGES** all Mortgaged Property the ownership of which is registered in the Land Registry of Northern Ireland or is required to be so registered pursuant to the Land

Registration (Northern Ireland) Act 1970 and **HEREBY ASSENTS** to the registration of the charge as a burden on the said property.

4 Implied Covenants For Title

It shall be implied in respect of Clause 3 (*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).

5 Attornment

The Chargor hereby attorns tenant to the Security Trustee of the Mortgaged Property mortgaged or charged by sub-clause 3.1(b) at the yearly rent of £1 (if demanded) provided always that the Security Trustee may at any time without notice to the Chargor determine the tenancy hereby created and enter upon the Mortgaged Property but so that neither the receipt of the said rent nor the said tenancy shall render the Security Trustee liable to account to any person as mortgagee in possession.

6 Insurance

The Chargor must ensure that all money payable under any insurance in respect of loss or damage to the Mortgaged Property, whether effected or maintained pursuant to the covenants contained in the Debenture, this mortgage or otherwise and all compensation payable under or pursuant to the Criminal Damage (Compensation) (Northern Ireland) Order 1977, is paid to the Security Trustee (as Security Trustee for the Secured Parties) or, if it is paid to the Chargor, the Chargor must hold all money received on trust for the Security Trustee (as Security Trustee for the Secured Parties).

7 Application to The Land Registry

The Chargor consents to an application being made to the Land Registry to enter the following inhibition in the above-mentioned folio(s) (and against any title to any unregistered Mortgaged Property which is or ought to be the subject of a first registration of title at the Land Registry at the date of this Mortgage):

"Except under an order of the Registrar no disposition or dealing is to be registered or noted without the written consent of the Registered Owner for the time being of the Charge or Mortgage hereby created".

8 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.

9 Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the laws of Northern Ireland.

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

Chargor	Lands and Folio
LL Property Services Limited	All that the lands situated at Crookedstone Road, Aldergrove, County Antrim comprised in folio AN216974 County Antrim

EXECUTION PAGES (LEGAL MORTGAGE)

CHARGOR

EXECUTED as a DEED by
LL PROPERTY SERVICES LIMITED

Signature of Director

Name of Director

PAUL MCCARTHEE

in the presence of:

Signature of witness

Name of Witness
(in block capitals)

Emma Blake
Solicitor

Address of Witness

Watson Farley & Williams LLP
15 Appold Street
London EC2A 2HB

Occupation of witness

Signature of witness

Name of Witness
(in block capitals)

CATHERINE Z. KILLEN

Address of Witness

15 APPOLD STREET

LONDON

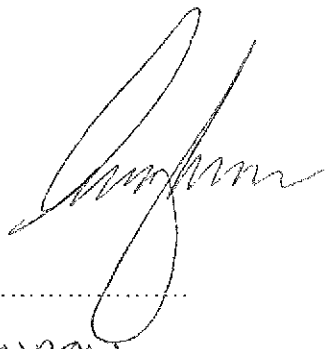
EC2A 2HB

Occupation of witness

SOLICITOR

THE SECURITY TRUSTEE

Signed as a DEED by
THE ROYAL BANK OF SCOTLAND PLC }



By: Celia Love

Address 20 BISHOPSGATE LONDON

Fax: EC2M 4AA

Attention: CARA CANONIE

Witnessed by
Name
Address
Signature