



Registration of a Charge

Company name: **Homebridge Two Limited**

Company number: **02772562**



X5FIFX0R

Received for Electronic Filing: **14/09/2016**

Details of Charge

Date of creation: **31/08/2016**

Charge code: **0277 2562 0023**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT**

Brief description: **THE MORTGAGED PROPERTY BEING THE PROPERTY WITH TITLE NUMBERS MS63130 AND MS4604.**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2772562

Charge code: 0277 2562 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st August 2016 and created by Homebridge Two Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2016 .

Given at Companies House, Cardiff on 15th September 2016

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 31 August 2016

BETWEEN

HOMEBRIDGE TWO LIMITED

AND

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

MORTGAGE

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THIS DEED is dated 31 August 2016

BETWEEN:

- (1) **HOMEBRIDGE TWO LIMITED** registered in England and Wales with company number 02772562 (the "**Chargor**"); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security agent (the "**Security Agent**").

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.

IT IS AGREED as follows:

1. **DEFINITIONS**

In this Deed:

"**Debenture**" means the debenture dated 29 June 2012 (as supplemented by supplemental deeds of charge dated 17 July 2014 and 29 June 2015) and entered into by, among others, the **Chargor** and the **Security Agent**.

"**Mortgaged Property**" means:

- (a) the 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. **SUPPLEMENTAL PROVISIONS**

It is agreed that this Deed is supplemental to the **Debenture**. Unless otherwise defined, terms defined in the **Debenture** have the same meaning when used in this Deed.

3. **FIXED SECURITY**

The Chargor charges with full title guarantee in favour of the Security Agent with the payment and discharge of the Secured Obligations, by way of legal mortgage the Mortgaged Property.

4. **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 (*Fixed Security*).
- (b) It shall be implied in respect of Clause 2 (*Fixed Security*) 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. **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 property which is, or is required to be, registered 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 on or about the date of this Deed in favour of HSBC Corporate Trustee Company (UK) Limited referred to in the charges register."

6. **FURTHER ADVANCES**

- (a) Each Lender is under an obligation to make further advances to the Chargor and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.
- (b) The Chargor hereby consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges register of any registered land forming part of the Mortgaged Property.

7. **RELEASE OF SECURITY**

7.1 **Redemption of Security**

Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any agreement between the Security Agent and the Chargor, the Security Agent shall, at the request and cost of the Chargor, release and cancel the security constituted by this Mortgage and procure the reassignment to the Chargor of the property and assets assigned to the Security Agent pursuant to this Mortgage, in each case subject to

Clause 7.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

7.2 Avoidance of Payments

If the Security Agent considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Mortgage and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

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 English law.

10. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Deed by signing any such counterpart.

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
Merchants House, 80 Prenton Road East, Birkenhead, CH42 7LH	MS63130
67 Wellington Road, New Brighton, Wallasey, CH45 2NE	MS4604

EXECUTION PAGES TO LEGAL MORTGAGE

THE CHARGOR

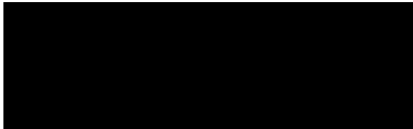
EXECUTED as a DEED

by

HOMEBRIDGE TWO LIMITED

in the presence of:

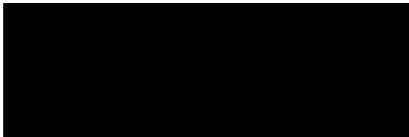
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Signature of Director

KEVIN FRANKLIN

Name of Director



Signature of witness

JO EDWARDS

Name of witness

Address of witness

56 Southwark Bridge Road

London, SE1 0AS

PA.

Occupation of witness

THE SECURITY AGENT

Signed by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By:

Address: 8 Canada Square
London
E14 5HQ

Fax: +44 (0)20 7991 4350

Attention: CTLA Trustee Services Administration

DATED 31 August 2016

BETWEEN

HOMEBRIDGE TWO LIMITED

AND

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

MORTGAGE

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EXECUTION PAGES TO LEGAL MORTGAGE

THE CHARGOR

EXECUTED as a DEED

by

HOMEBRIDGE TWO LIMITED

in the presence of:

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)
)
)
)

Signature of Director

Name of Director

Signature of witness

Name of witness

Address of witness

Occupation of witness

THE SECURITY AGENT

Signed by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By:



James McComb

Address: 8 Canada Square
London
E14 5HQ

Fax: +44 (0)20 7991 4350

Attention: CTLA Trustee Services Administration