



Registration of a Charge

Company Name: **THE MIDCOUNTIES CO-OPERATIVE DEVELOPMENTS LIMITED**

Company Number: **03072883**



Received for filing in Electronic Format on the: **27/06/2023**

XC6L58YP

Details of Charge

Date of creation: **21/06/2023**

Charge code: **0307 2883 0020**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY TRUSTEE**

Brief description: **FREEHOLD LAND KNOWN AS: 11 BREWERY STREET, HIGHWORTH, SWINDON, SN6 7AJ - TITLE NO.: WT156729; IVY COTTAGE, GILBERTS LANE, HIGHWORTH - TITLE NO.: WT155086; LAND ON THE NORTH SIDE OF BREWERY STREET, HIGHWORTH - TITLE NO.: WT180144;**

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

Certified by: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3072883

Charge code: 0307 2883 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st June 2023 and created by THE MIDCOUNTIES CO-OPERATIVE DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2023 .

Given at Companies House, Cardiff on 28th June 2023

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

Supplemental Legal Mortgage

The Midcounties Co-Operative Developments Limited
as Chargor

and

National Westminster Bank plc
as Security Agent

Note: the application of recoveries under this security instrument is regulated by the terms of the Intercreditor Agreement

21 June 2023

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THIS DEED is made on 21 JUNE 2023

BETWEEN:

- (1) **THE MIDCOUNTIES CO-OPERATIVE DEVELOPMENTS LIMITED** (a limited company incorporated under the laws of England and Wales with registered number 03072883 and having its registered office at Co-Operative House, Warwick Technology Park, Warwick, CV34 6DA) (the "**Chargor**"); and
- (2) **NATIONAL WESTMINSTER BANK PLC** as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

RECITALS:

- (A) This deed is supplemental to a debenture dated 22 February 2023 (the "**Original Debenture**") between, amongst others, the Chargor and the Security Agent.
- (B) The Chargor, having obtained the relevant consents referred to in clause 23.32(c) (Conditions Subsequent) of the Facility Agreement in relation to the property specified in schedule 1 of this deed (the "**Property**"), is now required to enter into this deed by the said clause 23.32(c) (Conditions Subsequent) of the Facility Agreement.
- (C) This deed is supplemental to the Original Debenture and it is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

THE PARTIES AGREE as follows:

1. INTERPRETATION AND CONSTRUCTION

- 1.1 Words and expressions defined in the Original Debenture and in the Facility Agreement (itself defined in the Original Debenture) have, unless expressly defined in this deed or the context requires otherwise, the same meaning in this deed.
- 1.2 The provisions of clause 1.2 (Construction) of the Original Debenture apply to this deed as though they were set out in full in this deed except that references to the Original Debenture are to be construed as references to this deed.

2. CHARGING CLAUSE

- 2.1 The Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee and by way of first legal mortgage, all of its right title and interest in the Property.
- 2.2 The Chargor confirms that, by the terms of the Original Debenture it has charged in favour of the Security Agent by way of fixed charge all Related Rights, as they relate to the Property; and

3. INCORPORATION

- 3.1 The provisions of clauses 4.1 (Matters Represented) and 4.2 (Property) (inclusive) and 5.1 (Duration of Undertaking) to 5.6 (Power to remedy) (inclusive) of the Original Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed and references in the Original Debenture to "a Chargor" shall be deemed to be references to the Chargor.

- 3.2 References in the Original Debenture to **"this deed"**, **"hereof"**, **"hereunder"** and expressions of similar import shall be deemed to be references to the Original Debenture (as amended and supplemented by this deed) and to this deed.

4. LAND REGISTRY

- 4.1 The Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of the Property on the prescribed Land Registry form and in the following or substantially similar terms:

"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 [●] in favour of National Westminster Bank plc (as security agent) referred to in the charges register."

- 4.2 Subject to the terms of the Facility Agreement, the Lenders are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. The Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of the Property (including where subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.

5. CONTINUATION

- 5.1 The Original Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the Original Debenture and this deed shall be read and construed together.
- 5.2 This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.

6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Chargor shall not create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Property except as permitted by and in accordance with the Facility Agreement.

7. FINANCE DOCUMENT

This document is hereby designated as a Finance Document.

8. GOVERNING LAW AND JURISDICTION

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligations arising out of or in connection with this deed) (a **"Dispute"**).
- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

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

SCHEDULE 1**The Property**

Property number	Name of Original Obligor	Address of the Property	Title Number of the Property	Tenure
1.	The Midcounties Co-operative Developments Limited	11 Brewery Street, Highworth, Swindon SN6 7AJ Ivy Cottage, Gilberts Lane, Highworth Land on the North side of Brewery Street, Highworth	WT156729 WT155086 WT180144	Freehold

SIGNATORIES

CHARGOR

Executed as a deed by **THE
MIDCOUNTRIES CO-OPERATIVE
DEVELOPMENTS LIMITED:**

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Name:
Title: Director

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Signature of witness

Name of witness

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CLARE JARVIS

Address of witness

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Occupation of witness

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Notice Details

Address: The Midcounties Co-operative Limited, Co-Operative House, Warwick Technology Park,
Warwick, CV34 6DA

Attention: Head of Legal

SECURITY AGENT

Signed for and on behalf of **NATIONAL**
WESTMINSTER BANK PLC:

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Name:

Notice Details

Address: 4th Floor,
250 Bishopsgate
London EC2M 4AA

Attention: Ben Gilbert