



**Registration of a Charge**

Company Name: **CITRUS RESIDENTIAL LIMITED**

Company Number: **08670705**



Received for filing in Electronic Format on the: **17/09/2021**

XAD80JDK

**Details of Charge**

Date of creation: **15/09/2021**

Charge code: **0867 0705 0010**

Persons entitled: **FINTEX SECURITIES LIMITED**

Brief description: **BY WAY OF A LEGAL MORTGAGE ALL FREEHOLD INTEREST IN THE PROPERTY KNOWN AS 13 WEST RIDGE SITTINGBOURNE ME10 1UQ AND REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER K200993**

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

Certified by: **NICOLA DONNELLY**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8670705

Charge code: 0867 0705 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th September 2021 and created by CITRUS RESIDENTIAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2021 .

Given at Companies House, Cardiff on 20th September 2021

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

THIS SUPPLEMENTAL LEGAL MORTGAGE is dated 15<sup>th</sup> September 2021

**BETWEEN:**

- (1) **CITRUS RESIDENTIAL LIMITED**, a limited liability partnership incorporated and registered in England and Wales with company number 08670705, whose registered office is at Langley House Park Road London N2 8EY (the **Chargor**); and
- (2) **FINTEX SECURITIES LIMITED** a company with limited liability incorporated in England and Wales with registered number 11695394 and having its registered office at 10a Chandos Street, London, England, W1G 9DQ in its capacity as security trustee for the Secured Parties (the **Security Trustee**).

**WHEREAS:**

This Deed is supplemental to a debenture dated 24 January 2019 between (among others) the Chargor and the Security Trustee (the **Debenture**) pursuant to which the Chargor agreed (inter alia) to immediately notify the Security Trustee of the acquisition of any freehold, leasehold or commonhold property by the Chargor and immediately on request by the Security Trustee enter into a supplemental legal mortgage in favour of the Security Trustee over that property.

**NOW THIS DEED WITNESSES** as follows:

1. Unless otherwise defined in this Deed, terms defined in the Debenture (or incorporated into the Debenture by reference to the Facility Agreement (as defined in the Debenture)) shall have the same meaning when used in this Deed. The principles of interpretation and construction provided for in the Debenture (or incorporated into the Debenture by reference) apply to this Deed.
2. The Chargor as primary obligor covenants with the Security Trustee (as trustee for the Secured Parties) that it will on demand pay to the Security Trustee the Secured Liabilities when the same fall due for payment.
3. As a continuing security for the payment of all Secured Liabilities the Chargor hereby with full title guarantee in favour of the Security Trustee charges:
  - 3.1 by way of first legal mortgage:
    - (a) the property described in the Schedule to this Deed and including any part of it and all buildings, structures, fixtures and fittings and the proceeds of sale of all or any part thereof (the **Charged Property**); and
    - (b) all its rights under any licence or other agreement or document which gives the Chargor a right to occupy or use the Charged Property; and
  - 3.2 (to the extent not validly and effectively charged by way of legal mortgage pursuant to clause 3.1 above) by way of first fixed charge all the Chargor's present and future right, title and interest in and to:
    - (a) the Charged Property;

- (b) all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use the Charged Property; and
- (c) all Related Rights.
4. All of the obligations, commitments, covenants, undertakings, assurances, warranties and provisions, express or implied, contained in or subsisting in relation to the Debenture shall apply to the security granted pursuant to this Deed as if given, made, entered into or otherwise incurred at the date hereof.
5. In relation to the security granted pursuant to clause 3, the Chargor hereby consents to the application for a restriction to be entered on the register of title of the Charged Property at the Land Registry in the following 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 [15<sup>th</sup> September 2011] in favour of Fintex Securities Limited referred to in the charges register."*
6. For the purposes of section 94(1)(c) of the LPA and section 49(3) of the Land Registration Act 2002, the Security Trustee confirms on behalf of the Secured Parties that the Secured Parties will comply with their obligations to make further advances under the Facility Agreement subject to the terms of the Finance Documents.
7. Each 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 Real Property.
8. Clauses 2 (*Interpretation*), 4.1 (*General*), 11 (*Enforcement of Security*) to 25 (*New Accounts*) and 27 (*Certificates and determinations*) to 32 (*Governing law and jurisdiction*) of the Debenture are incorporated into this Deed as if references in those clauses to "this deed" were references to this Deed and as if references in those clauses to "Secured Assets" include all the Charged Property and all other rights, interests and assets subject, or expressed to be subject, to the Security created or expressed to be created by this Deed.
9. All terms and conditions of the Debenture remain in full force and effect and references herein shall be references to the Debenture as amended and/or supplemented by the terms of this Deed.
10. The Security Trustee holds the benefit of this Deed on trust for the Secured Parties in accordance with the terms of the Facility Agreement.
11. The parties to this Deed intend this document to take effect as a deed notwithstanding that the Security Trustee may sign under hand.
12. This Deed and any non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with the laws of England.

**EXECUTED AS A DEED** by the Chargor and signed by the Security Trustee and delivered on the date specified at the beginning of this document.

**SCHEDULE  
CHARGED PROPERTY**

Address	Title Number(s)	Class of Title
13 West Ridge Sittingbourne ME10 1UQ	K200993	Absolute

EXECUTED as a DEED by

CITRUS RESIDENTIAL LIMITED

acting by director

in the presence of:

) *Anton Curtis*

)

)

)

*Stephen Carter*

.....  
Director

Stephen Carter

20 Rushleigh Avenue , Cheshunt

THE SECURITY TRUSTEE

For and on behalf of

FINTEX SECURITIES LIMITED

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