



**Registration of a Charge**

Company name: **AVERILL FARM LIMITED**

Company number: **08938768**



X8BCC0BN

Received for Electronic Filing: **07/08/2019**

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**Details of Charge**

Date of creation: **01/08/2019**

Charge code: **0893 8768 0002**

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

Brief description: **LEASE RELATING TO LAND AT AVERILL FARM, MORTON, DERBYSHIRE  
DE55 6HB - TITLE NO.: DY410376.**

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: 8938768

Charge code: 0893 8768 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2019 and created by AVERILL FARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2019 .

Given at Companies House, Cardiff on 8th August 2019

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

## Mortgage

Averill Farm Limited

as Chargor

and

National Westminster Bank plc

as Security Trustee

1 August 2019

THIS DEED is dated

1 August

2019

**BETWEEN:**

- (1) **AVERILL FARM LIMITED** registered in England and Wales with company number 08938768 and registered address 6th Floor 33 Holborn, London, England, EC1N 2HT (the "**Chargor**"); and
- (2) **NATIONAL WESTMINSTER BANK PLC** as 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 Facilities Agreement).

**RECITALS**

- (A) This Deed is supplemental to a debenture (the "**Debenture**") dated on or about the date this deed and made between (1) the Chargor and (2) the Security Trustee in connection with the Facilities Agreement and the other Finance Documents (each as defined in the Debenture).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Definitions**

- 1.1 Terms defined in the Debenture shall, unless otherwise defined in this Deed or the context otherwise requires, have the same meanings when used in this and in addition in this Deed:

**"Mortgaged Property"** means:

- (a) the leasehold 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; and

**"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.

- 1.2 All of the provisions of clauses 1.2 (Terms defined in other Finance Documents) to 1.11 (No obligation) (inclusive) of the Debenture shall, unless the context otherwise requires, apply to this Deed as if set out in this Deed in full and as if references in those clauses to "any Mortgage" were references to this Deed.

2. **Legal Charge**

The Chargor charges with full title guarantee in favour of the Security Trustee (as Security Trustee for the Secured Parties) as security for 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 encumbrances (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 [**date**] in favour of [**security trustee**] referred to in the charges register."

5. **Tacking**

Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further advances to the Chargor under the Facilities Agreement and that obligation is a Secured Obligation under this Deed.

6. **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.

7. **Counterparts**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

8. **Governing Law**

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

**IN WITNESS** whereof this Deed has been signed on behalf of the Security Trustee and executed as a deed by the Chargor and is delivered by it on the date specified above.

**SCHEDULE 1**

**Details of Mortgaged Property**

<b>Description of Property</b>	<b>Title Number</b>
Lease relating to land at Averill Farm, Morton, Derbyshire DE55 6HB	DY410376

**EXECUTION PAGES**

**The Chargor**

Executed as a deed by )  
**AVERILL FARM LIMITED** acting by )  
T. ROSSER: )  
)

Signature of director/authorised signatory

Signature of witness

Name of witness

Address of witness

Occupation of witness

JENNY HAGEN  
INVESTMENT ADMIN  
33 HOLBORN  
LONDON EC1N 2HT

**The Security Trustee**

Executed as a deed by )  
**NATIONAL WESTMINSTER BANK PLC** )  
acting by \_\_\_\_\_: )  
)

Signature of director/authorised signatory

Signature of witness

Name of witness

Address of witness

Occupation of witness