

In accordance with Sections 859A & 859J of the Companies Act 2006

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFil
Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register a charge created or evidenced by an instrument

What this form is NOT for
You may not use this form to register a charge where the instrument is a mortgage of land. Use form MR02



A13 04/12/2015 #354
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details		<small>For official use</small>
Company number	0 9 7 8 3 3 6 1	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	SWAN HOMES EAST MIDLANDS (& DEVELOPMENTS) LIMITED	

2 Charge creation date	
Charge creation date	2 7 / 1 1 / 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge	
Please show the names of each of the persons, security agents or trustees entitled to the charge	
Name	1912 INVESTMENTS LIMITED (Co No 08640687)
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below	
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge	

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

The Freehold land shown edged with red on the plan of title number NT472977 filed at the Land Registry and being 7 Bridle Road, Bramcote (NG9 3DH)

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

Yes

No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

Yes Continue

No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

Yes

No

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Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

^① This statement may be filed after the registration of the charge (use form MR06)

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Signature

Please sign the form here

Signature


Signature

X *M. A. J. E. L. I.* Solicitor for 1912 Investments Limited X

This form must be signed by a person with an interest in the charge

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Particulars of a charge

 **Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
MICHAEL ELVIN

Company name
ELVIN & CO

Address

Post town

County/Region

Postcode


Country

DX DX715235 LOUGHBOROUGH 3

Telephone
01509 852454

 **Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

 **Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy

 **Important information**

Please note that all information on this form will appear on the public record.

 **How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

 **Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

 **Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9783361

Charge code: 0978 3361 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th November 2015 and created by SWAN HOMES EAST MIDLANDS (& DEVELOPMENTS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th December 2015

07

Given at Companies House, Cardiff on 10th December 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 27 November 2015

(1) SWAN HOMES EAST MIDLANDS (& DEVELOPMENTS) LIMITED and

(2) 1912 INVESTMENTS LIMITED

LEGAL CHARGE

in respect of 7 Bridle Road,
Bramcote, Nottingham NG9 3DH

We hereby certify this to be a true
and accurate copy of the original.

Signed Elvin & Co

Date 3/12/2015

Elvin & Co Solicitors

Elvin & Co

Solicitors

Elvin & Co 92 Main Street East Leake Loughborough LE12 6PG
Tel: +44 (0)1509 852454 Fax: +44 (0)1509 852195

LEGAL CHARGE 27 November 2015

PARTIES

- (1) **SWAN HOMES EAST MIDLANDS (& DEVELOPMENTS) LIMITED** (registered in England and Wales number 07949589) having its registered office at 3 Castlegate, Grantham, Lincs NG31 6SF (the "Mortgagor"), and
- (2) **1912 INVESTMENTS LIMITED** (registered in England and Wales number 08640687) having its registered office at Palladium House, 1-4 Argyll Street, London W1F 7LD (the "Mortgagee")

RECITALS

- A The Mortgagee has agreed to make available to the Mortgagor a loan facility of Three Hundred and Seventy Five Thousand pounds (£375,000) and it is a condition precedent to that loan facility being made available that the Mortgagor enters into this legal charge of the Property pursuant to the terms hereof.
- B The Mortgagor has agreed to enter into this legal charge in order to secure for the Mortgagee the right to recover the Secured Sum together with Expenses and Interest in the event that the Mortgagor defaults on its obligations contained in Clause 2 of this Legal Charge

THIS DEED WITNESSES THAT:

1. INTERPRETATION

- 1.1 In this document the following terms shall have the meanings set out below

"Secured Sum" means the sum of Three Hundred and Seventy Five Thousand pounds (£375,000) payable on or before 4 January 2016 or such date as provided for in the Loan Facility Agreement whichever is the later

"Due Date" means the date for payment of the Secured Sum as specified in the definition therefor and the date 2 working days after the occurrence of any of the events set out in clause 5 1

"Expenses" means all expenses (on a full indemnity basis) reasonably incurred by the Mortgagee or any Receiver at any time in exercising any power under this deed

"Environmental Law" means all laws, including without limitation common law, statutes, delegated legislation, legislation of the European Union or any of its institutions, and codes of practice and guidance issued by any relevant authority or agency, in relation to any matter affecting the environment, human health or storage, handling or disposal of any waste or other substance

"Interest" means interest at 10% per annum compounded and accruing daily until the date of actual payment of the Secured Sum

"Loan Facility Agreement" an agreement to be entered into between the parties hereto relating to the provision of the Secured Sum

"Mortgagor's Obligations" means the payment of the Secured Sum together with Expenses and Interest on them in accordance with the obligations on the part of the Mortgagor contained in the Agreement

"Planning Agreement" means each of the following

- (a) an agreement or undertaking which is expressed to be made pursuant to section 106 of the Town and Country Planning Act 1990,
- (b) an agreement which is expressed to be made pursuant to section 33 of the Local Government (Miscellaneous Provisions) Act 1982,
- (c) an agreement which is expressed to be made pursuant to section 111 of the Local Government Act 1972,
- (d) an agreement which is expressed to be made pursuant to section 38 of the Highways Act 1980,
- (e) an agreement which is expressed to be made pursuant to section 104 of the Water Industry Act 1991.
- (f) any other wayleave agreement easement or similar which is required to procure the provision and/or adoption of any infrastructure within the Property

"Property" means all that property referred to in the Schedule hereto

"Receiver" means any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed by the Mortgagee pursuant to clause 6

1 2. Successors and assigns

The expressions "Mortgagor" and "Mortgagee", where the context admits, include their respective successors in title and assigns.

1 3 Headings

Clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this deed

1 4 Construction of terms

In this deed, unless the context otherwise requires

- (a) references to clauses and the schedule are to be construed as references to the clauses of, and the schedule to, this deed and references to this deed include its schedule,
- (b) references to (or to any specified provision of) this deed, or any other document, shall be construed as references to this deed, that provision or that document as in force for the time being and as amended, supplemented, replaced or novated in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Mortgagee,
- (c) words importing the plural shall include the singular and vice versa, and
- (d) references to the "Property" includes any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same

1.5 Effect as a deed

This deed is intended to take effect as a deed notwithstanding that the Mortgagee may have executed it under hand only

2. CHARGE

The Mortgagor covenants to discharge on the Due Date applicable thereto the Mortgagor's Obligations and as a continuing security for such discharge and with full title guarantee, charges to the Mortgagee by way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale)

3. COVENANTS ETC.

3 1 The Mortgagor will not without the Mortgagee's prior written consent -

- (a) create or permit to arise any mortgage, charge or lien on the Property ,
- (b) grant or accept a surrender of any lease or licence of the Property ,
- (c) dispose of or part with or share possession or occupation of the Property

3 2 The Mortgagor will at all times after the date hereof comply with all applicable Environmental Law, and obtain and comply with the terms of any licence or permit under Environmental Law which is necessary or desirable to carry on any of the Mortgagor's business or activities

3 3 If the Mortgagee does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee of such

mortgage or charge and the Mortgagee. In the case of registered land this will require registration and will be a public document.

- 3.4 The Mortgagor hereby consents to the Mortgagee's application to the Chief Land Registrar in Form RX1 for the registration of the following restriction against the registered title specified in the Schedule.

"RESTRICTION. 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 on behalf of 1912 INVESTMENTS LIMITED (registered in England and Wales number 08640687) having its registered office at Palladium House, 1-4 Argyll Street, London W1F 7LD or its conveyancer"

4. POWERS OF THE MORTGAGEE

- 4.1 Following the power of sale exercisable pursuant to this legal charge becoming enforceable the Mortgagee may without restriction grant or accept surrenders of leases of the Property.
- 4.2 Section 103 of the Law of Property Act 1925 shall not apply and the Mortgagee may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed
- 4.3. The Mortgagee may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration
- 4.4. All or any of the powers conferred on a Receiver by clause 6 may be exercised by the Mortgagee without first appointing a Receiver or notwithstanding any appointment
- 4.5. The Mortgagee will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Mortgagee.
- 4.6 As between the Mortgagor and the Mortgagee the Mortgagee will not exercise the statutory power of sale or of appointment of a receiver or its power to take possession of the Property unless there has been a failure to pay the Secured Sum or any other monies pursuant to this legal charge for more than seven days after they have become due In the event of any such non-payment or default the Mortgagee shall be entitled to exercise such rights and to possession of the Property as if all moneys secured by this deed were immediately due and payable
- 4.7. Section 93(1) of the Law of Property Act 1925 shall not apply to this deed

5. DEMAND AND ENFORCEMENT

- 5.1 This deed shall become enforceable.-

- (a) upon any non-payment of the Secured Sum by 5 00pm on the Due Date,
- (b) upon request being made by the Mortgagor to the Mortgagee for the appointment of a Receiver or for the Mortgagee to exercise any other power or right available to it,
- (c) upon the passing of any resolution, or the presentation of a petition for the winding up (save for a voluntary winding up for the purposes of amalgamation or reconstruction) of the Mortgagor or the making of an application for an administration order in relation to the Mortgagor or the taking of steps in relation to the appointment of an administrator of the Mortgagor.
- (d) the Mortgagor failing to comply with any of its obligations under this Legal Charge

6. RECEIVERS

- 6.1. At any time after this charge has become enforceable the Mortgagee may appoint any person or persons to be a Receiver or Receivers of all or any part of the Property hereby charged. The appointment of the Receiver shall be in writing and may be signed by any officer of the Mortgagee
- 6.2 Any Receiver appointed by the Mortgagee shall (in addition to all powers conferred on him by law) have the following powers which, in the case of two Receivers, may be exercised jointly or severally -
- (a) to take possession of and generally manage the Property and any business carried on at the Property,
 - (b) to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment,
 - (c) to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land,
 - (d) to sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the Property,
 - (e) to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor;
 - (f) to take continue or defend any proceedings and enter into any arrangement or compromise,
 - (g) to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen,

- (h) to employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies,
- (i) to borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers, and
- (j) to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property

6.3 A Receiver shall apply all money he receives -

- (a) first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees, and
- (b) secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

7. POWER OF ATTORNEY

The Mortgagor irrevocably appoints the Mortgagee and any Receiver severally to be the attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Mortgagee or any Receiver pursuant to this deed or the exercise of any of their powers

8. APPROPRIATION

The Mortgagee may open a new account or accounts in the name of the Mortgagor upon the Mortgagee receiving actual or constructive notice of any charge or interest affecting the Property Whether or not the Mortgagee opens any such account no payment received by the Mortgagee after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Mortgagor's Obligations outstanding at the time of receiving such notice

9. FURTHER ASSURANCE

The Mortgagor will (at the Mortgagor's own cost) at the Mortgagee's request execute any deed or document and take any action required by the Mortgagee to perfect this security or further to secure the Mortgagor's Obligations on the Property

10. MEMORANDUM AND ARTICLES OF ASSOCIATION

The Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association

11. MORTGAGEE'S OBLIGATIONS

- 11.1 The Mortgagee will at the request and cost of the Mortgagor enter in its capacity as mortgagee only into such Planning Agreement or Planning Agreements relating to the Property as the Mortgagor shall reasonably require Provided that in so doing the Mortgagee shall not be required to undertake any obligations or pay any monies
- 11.2 The Mortgagee will on the receipt in full of the Secured Sum (together with any Expenses and Interest which may be payable in connection therewith) release from this Legal Charge (and from the restriction referred to in Clause 3 4) the Property.

12. NOTICES

- 12.1 Any notice, demand or other communication by the Mortgagee under this deed may be sent by first-class pre-paid post or delivered personally to the Mortgagor at the Mortgagor's address last known to the Mortgagee.
- 12.2 Any notice shall be deemed to have been received, subject as otherwise provided in this deed, in the case of a first class pre-paid letter, on the second day following posting and, in the case of a letter delivered by hand to the last known address of the party to be served at the time of delivery

13. MISCELLANEOUS

Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

14. GOVERNING LAW

This deed shall be governed by and construed in accordance with English law.

15. ASSIGNMENT

The Mortgagee shall not be entitled to assign or otherwise deal with the benefit of this legal charge

IN WITNESS of which this document has been executed and, on the date set out above, delivered as a deed

SCHEDULE

Property

The Freehold land shown edged with red on the plan of title number NT472977 filed at the Land Registry and being 7 Bridle Road, Bramcote (NG9 3DH)

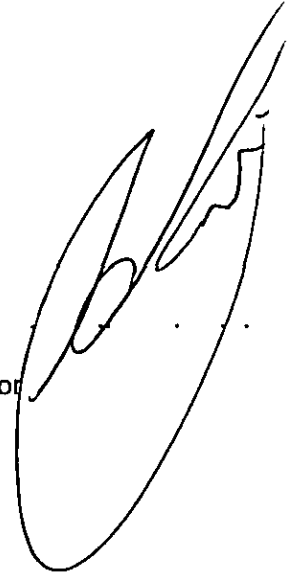
SIGNED as a DEED by

SWAN HOMES EAST MIDLANDS (& DEVELOPMENTS) LIMITED

acting by

Adrian Swan

.....
Director



in the presence of

Witness' Signature *Andrew Rathi*

Witness' Name *ANDREW RATHI*

Witness' Address *C/O Friths LLP
Cumberland Court
80 Mans Street
Nottingham NG1 6HH*

SIGNED as a DEED by

1912 INVESTMENTS LIMITED acting by its attorney

Michael Andrew St John Elvin

in the presence of

.....

Witness' Signature

Witness' Name

Witness' Address