



Registration of a Charge

Company name: **SWAN HOMES EAST MIDLANDS (& DEVELOPMENTS) LIMITED**
Company number: **09783361**



X7GQ74JS

Received for Electronic Filing: **17/10/2018**

Details of Charge

Date of creation: **15/10/2018**
Charge code: **0978 3361 0006**
Persons entitled: **1912 INVESTMENTS LIMITED**
Brief description: **FREEHOLD LAND REGISTERED UNDER TITLE NUMBER NT533745 BEING LAND ON THE SOUTH EAST SIDE OF FLETCHER ROAD, BEESTON, NOTTINGHAM, NG9 2EW**
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: **ELVIN MOORE & PARTNERS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9783361

Charge code: 0978 3361 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th October 2018 and created by SWAN HOMES EAST MIDLANDS (& DEVELOPMENTS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2018 .

Given at Companies House, Cardiff on 19th October 2018

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



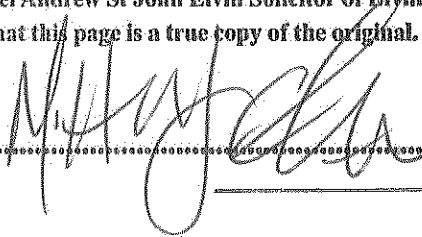
THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 15th October 2018

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

(2) 1912 INVESTMENTS LIMITED

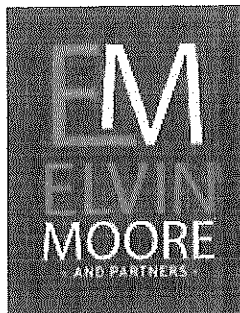
I, Michael Andrew St John Elvin Solicitor of Elvin Moore & Partners of 92 Main Street East Leake LE12 6PG certify that this page is a true copy of the original.

Signed..........Dated.....15.10.2018.....

SECOND FURTHER LEGAL CHARGE

in respect of land at Fletcher Road,

Beeston, Nottingham NG9 2EW



Solicitors

Elvin Moore & Partners 92 Main Street East Leake Loughborough LE12 6PG

Tel: +44 (0)1509 852454 Fax: +44 (0)1509 852195

15th October

PARTIES

- (1) **SWAN HOMES EAST MIDLANDS (& DEVELOPMENTS) LIMITED** (registered in England and Wales number 09783361) having its registered office at Suite 2 Mayden House Long Bennington Business Park, Main Road, Long Bennington, Nottinghamshire NG23 5DJ (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 second further loan facility of Three Hundred Thousand pounds (£300,000) and it is a condition to that loan facility that the Mortgagor enters into this deed.
- B The Mortgagor has agreed to enter into this deed in order to secure for the Mortgagee the right to recover the Mortgagor's Obligations in the event that the Mortgagor defaults on its obligations contained in clause 2 of this deed.

THIS DEED WITNESSES THAT:**1. INTERPRETATION**

- 1.1. In this deed the following terms shall have the meanings set out below:

"Loan Agreement" means an agreement dated [**] September 2018 between the parties hereto relating to a further loan in a principal amount of £300,000

"Mortgagor's Obligations" means amounts payable by the Mortgagor to the Mortgagee pursuant to the Loan Agreement and/or this deed

"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 the Mortgagor's Obligations when due 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 other than as permitted pursuant to the Loan Agreement;
- (b) grant or accept a surrender of any lease or licence of the Property other than as permitted pursuant to the Loan Agreement;
- (c) dispose of or part with or share possession or occupation of the Property other than as permitted pursuant to the Loan Agreement.

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 Mortgagor's Obligations 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 Mortgagor's Obligations when due;
- (b) upon request being made by the Mortgagor to the Mortgagee for the appointment of a Receiver; and
- (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.

6. RECEIVERS

6.1. At any time after this deed 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 the Mortgagor is required to do pursuant to the terms of this deed.

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.

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 Mortgagor's Obligations release from this deed (and from the restriction referred to in Clause 3.2) 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 deed.

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

SCHEDULE

Property

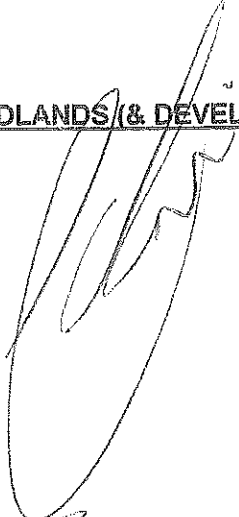
The freehold land registered at the Land Registry with title number NT533745 being land on the South-East side of Fletcher Road, Beeston, Nottingham NG9 2EW.

SIGNED as a DEED by

SWAN HOMES EAST MIDLANDS (& DEVELOPMENTS) LIMITED

acting by

Adrian Swan

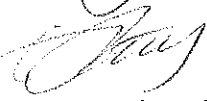


A SWAN

Director

in the presence of:

Witness' Signature:



Witness' Name:

EMMA OTTWAY

Witness' Address:

37 KENT ROAD NG3 6BE

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:

LOUISE TRIMBLE

Witness' Address:

LEGAL CARTER
ELVIN MOOREY PARTNERS