

MR01

Particulars of a charge



Companies House



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A fee is payable with
Please see 'How to pay' on

THURSDAY



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08/06/2017

#59

COMPANIES HOUSE

☒ **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 there is no
instrument. Use form MR08.

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. **Do not send the original.**

1 Company details

Company number 00348843
Company name in full ABBEY DEVELOPMENTS LIMITED

147 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 26/05/2017

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 WIXAMS FIRST LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Charge over all that piece of land, being part of the land east of Ampthill Road Harrowden Green Wixams Bedfordshire MK45 3JJ described in a Transfer of even date herewith made between the Chargee (1) and the Chargor (2) as is shown cross-hatched green on the Plan.

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

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).

9

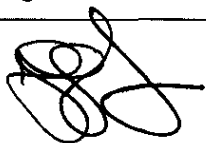
Signature

Please sign the form here.

Signature

Signature

X



X

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

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **TINA T. SHIEBERT**

Company name **DICKINS SHIEBERT LIMITED**

Address **MATTHEW HOUSE**

45-47 HIGH STREET

Post town **POTTERS BAR**

County/Region **HERTFORDSHIRE**

Postcode **E N 6 5 A W**

Country **ENGLAND**

DX **57950 POTTERS BAR**

Telephone **01707 851100**

**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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 348843

Charge code: 0034 8843 0147

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th May 2017 and created by ABBEY DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2017.

DR

Given at Companies House, Cardiff on 16th June 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED

26th May

2017

Abbey Developments Limited (1)

Wixams First Limited (2)

First Legal Charge

**Relating to Lot 1 (parcel 4.1)
Harrowden Green (Wixams Village 4)
Amphill Road Wixams Bedfordshire
MK45 3JJ**

SHAKESPEAREMARTINEAU

Shakespeare Martineau LLP
Homer House
8 Homer Road
Solihull
West Midlands
B91 3QQ
(Ref: BTF/RS/600006.1836)

WE HEREBY CERTIFY
THIS TO BE A TRUE
COPY OF THE ORIGINAL
DATE: 26/5/17
DICKINS SHIEBERT
SOLICITORS

THIS LEGAL CHARGE is made the 26th day of May

2017

BETWEEN:

- (1) **ABBEY DEVELOPMENTS LIMITED** (Company Registration Number 00348843) whose registered office is situate at Abbey House, 2 Southgate Road, Potters Bar, Hertfordshire EN6 5DU ("the Chargor")
- (2) **WIXAMS FIRST LIMITED** (Company Registration Number 04404542) whose registered office is situate at Gallagher House Gallagher Way Gallagher Business park Warwick CV34 6AF ("the Chargee")

WHEREAS: -

- (A) By virtue of the provisions of a Contract dated 14 October 2017 and made between the Chargee (1) the Chargor (2) ("the Contract") the Chargee is entitled in the circumstances specified therein to the payment of the balance of the Purchase Price in the sum of six million five hundred and seventy thousand pounds (£6,570,000.00) ("the Secured Monies")
- (B) The parties have agreed that payment of the Secured Monies by the Chargor pursuant to the terms of the Contract will be secured by a legal charge (being this Deed) in the manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows: -

1. The Chargor hereby covenants with the Chargee that the Chargor will duly and punctually pay to the Chargee the Secured Monies on the 25 May 2018 ("the due date") together with interest thereon or on so much thereof as shall for the time being remain unpaid after the due date running from the due date until such payment is received by the Chargee at 4.00% above the base rate from time to time of HSBC Bank plc such interest to be paid monthly in arrears
2. The Chargor with full title guarantee hereby charges as a continuing security by way of legal mortgage the Property described in Schedule 1 hereto ("the Property") with the payment to the Chargee of the Secured Monies and interest hereby covenanted to be paid
3. Upon receipt of the Secured Monies (and any interest thereon) the Chargee will

deliver to the Chargor an executed Land Registry Form DS1

4. The Statutory Powers of Sale and of appointing a receiver or administrator in respect of the security hereby created (as amended or varied by this Deed) shall in favour of a Purchaser as defined by and in Section 205 of the Law Property Act 1925 ("the LPA") be deemed to arise upon the execution hereof but as between the Chargor and the Chargee (but not so as to effect or concern such a Purchaser from the Chargee) the said powers and each of them shall become exercisable immediately on the happening of any one or more of the following events (each an "Event of Default"): -

- (a) on default being made by the Chargor on the payment of the Secured Monies hereby covenanted to be paid at the time and in the manner aforesaid
- (b) on default in the payment of any other monies hereby covenanted to be paid
- (c) in the non-observance or non-performance of the covenants here and expressed or implied
- (d) if the Chargor being a limited company: -
 - (i) enters into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or
 - (ii) has a receiver appointed or
 - (iii) has an administrator appointed or
 - (iv) an Order shall have been made for the winding up of the Chargor
- (e) if the Chargor shall enter into any arrangements or composition with or for the benefit of its creditors

then and in any such case the whole of the Secured Monies (together with any interest due under Clause 1 above) shall become immediately payable and the Chargee may exercise all powers referred to at the beginning of this Clause 4

5. The Chargor hereby covenants with the Chargee as follows: -

- 5.1 that during the continuance of the security no person (other than the Chargor) shall be registered as proprietor of the Property or any part thereof under the Land Registration Act 2002 or any Act amending or re-enacting the same without the consent in writing of the Chargee
- 5.2 that the Chargor will comply with all Acts Orders or statutory instruments for the time being in force relating to Town and Country Planning and the conditions contained in any permission for development relating to the Property to the satisfaction of the Local Planning Authority
- 5.3 that the Chargor will within 14 days of the receipt thereof deliver to the Chargee a copy of all full particulars of any Notice Orders or Proposals therefor served or

made by any Planning Authority (except notices usually given in relation to the residential development of land provided the same do not adversely affect the value of the Property) of which it has notice affecting the Property or any part thereof and will at its own cost take all necessary steps to comply therewith and in default of such compliance will permit the Chargee to enter upon the Property for the purpose of taking such steps

- 5.4 that the Chargor will at the cost and request of the Chargee make or join with him in making such representations objections or appeals in respect of any such Notice or Order or Proposals as aforesaid as the Chargee may reasonably require
- 5.5 that the Chargor will not without the previous consent in writing of the Chargee (such consent not to be unreasonably withheld or delayed) exercise its power (whether by statute or otherwise) of leasing or agreeing to lease or of accepting *a surrender of a lease or part with or share the possession or occupation of the Property or any part thereof*
- 5.6 that the Chargor will not at any time during the continuance of this security in any manner or by any means lessen or suffer to be lessened the value of the Property or any part thereof
- 5.7 that the Chargor will not, without the prior written consent of the Chargee, create or permit to subsist any security over the whole or any part of the Property nor make any disposal over the whole or any part of the Property

- 6. The Chargee shall if reasonably requested to do by the Chargor from time to time at the expense of the Chargor consent to the granting of rights and easements for services to be constructed, laid and maintained on the Property (provided such rights and easements do not relate to any land owned by the Chargee which is adjacent or near to the Property) and join as mortgagee in documentation relating to the grant of such rights and easements and join in as mortgagee any Agreement pursuant to Section 104 of the Water Industry Act 1991 Sections 38 and 278 of the Highways Act 1980 Section 106 of the Town and Country Planning Act 1990 (including a unilateral undertaking) or any similar legislation which may be required to facilitate development of the Property or the adoption of any roads or sewers to be constructed on the Property on payment of its reasonable costs provided that such agreement shall contain an indemnity from the Chargor in favour of the Chargee in respect of all liability under such agreement and shall provide that the Chargee shall not be liable under such agreement unless it becomes a mortgagee in possession or once this charge has been discharged and in the event that such agreement relates to the Property or any part of the Property

together with other land it shall contain a declaration that the Chargee has joined in such agreement as mortgagee in respect of the Property only (meaning that the Chargee shall not be obliged to enter into any such agreement that may relate to the Chargee's adjoining or neighbouring land)

7.

7.1 The Chargor hereby applies for the registration against the registered title(s) of the Property of the following restriction: -

"No disposition (other than a charge) of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated
in favour of Wixams First Limited referred to in the Charges Register"

7.2 The Chargee consents to the creation of a further charge over the Property provided that such charge does not rank in priority to this Legal Charge

8.

8.1 At any time after having been requested to do so by the Chargor or after the occurrence of an Event of Default or this Deed having become enforceable the Chargee may in writing be deed or otherwise and without prior notice to any Chargor appoint one or more persons to be a receiver of the whole or any part of the Property and the Chargee may, from time to time, in similar manner, remove a receiver or receivers and appoint another or others in substitution thereof

8.2 Each person appointed to be a receiver pursuant to this Deed will be: -

- (a) entitled to act independently or jointly with any other person appointed as a receiver except to the extent that the Chargee may specify to the contrary in the appointment
- (b) for all purposes shall be deemed to be the agent of each Chargor who shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and at no time shall a receiver or administrator act as agent for the Chargee
- (c) entitled to remuneration at a rate to be fixed by the Chargee from time to time (without being limited to any maximum rate)

8.3 The powers of appointment of a receiver shall be in addition to all statutory and other powers of appointment of the Chargee under the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time

- by the Chargee in respect of any part of the Property
- 8.4 Any receiver appointed by the Chargee shall have and be entitled to exercise, in relation to the Property all rights and powers as the Chargee shall see fit as though the Chargee was absolute owner of the Property, including (without limitation) the rights and powers set out in Schedule 2
- 8.5 The receipt of the Chargee or any receiver shall be conclusive discharge to any purchaser and, in making any disposal of any of the Property the Chargee or any receiver may do so for such consideration, in such manner and on such terms as the Chargee or any receiver thinks fit
- 8.6 Neither the Chargee nor any receiver nor any officers, employee or agent of the Chargee or any receiver shall be deemed to be or in any way liable to account as mortgagee in possession in respect of all or any Property or be liable in any way to the Chargor or any other person for the manner of exercise or non exercise of any powers or rights of the Chargee or a receiver or for any act or default or omission of any nature whatsoever
- 8.7 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Chargee or any receiver may be exercised or made in the Chargee's or a receiver's absolute and unfettered discretion without any obligation to give reasons
9. The Chargor hereby irrevocably appoints the Chargee as its attorney and in its name to do any act or thing which the Chargor has authorised the Chargee to do under this Deed or which the Chargor is required to do under this Deed
10. It is hereby agreed and declared that: -
- 10.1 where the context so admits the masculine gender shall include the feminine gender and the singular the plural and the expression "the Chargor" and "the Chargee" shall be deemed to include their successors in title and where there are two or more persons or companies included in either expression covenants by such persons or companies shall be deemed to be made by them jointly and severally; and
- 10.2 no vendor's lien will arise as a consequence of part of the Purchase Price being paid by way of the Deferred Payment and the parties will (if necessary) jointly apply to the Land Registry to request that no entry relating to a vendor's lien is placed on the registered title to the Property: and
- 10.3 Nothing herein shall prevent the Chargee assigning the benefit of both this Legal Charge and the Deferred Payment (as is outstanding at the relevant time) to any company or companies which is/are for the time being a member of the same group

of companies within the meaning of section 42(1) of the Landlord and Tenant Act 1954 as the Chargee (and/or are otherwise owned or controlled by Mr Anthony Christopher Gallagher) and subject to the Chargor having being notified of the same by the Chargee (which notification shall be accompanied by a certified copy of the assignment) the Chargor shall pay the Deferred Payment (as the case may be) to such successor company as the Chargee may direct

11. Section 103 of the LPA shall not apply to this Deed
12. It is hereby agreed and declared that this Legal Charge shall not restrict interfere with or impede the right of the Chargor to grant all requisite rights and easements to any purchaser of a dwelling or dwellings constructed or in the course of construction over the Property as is appropriate to the residential development over the land owned by the Chargor adjacent to the Property and the Chargee consents to any such grant and the Chargee will at the Chargor's cost join into any necessary documentation (as mortgagee only) at the request of the Chargee or any mortgagee of the beneficiary of such rights and easements to enable the grant of such rights as may be required by the Chargor or any mortgagee of the beneficiary of such rights and easements in order to facilitate such development
13. The Chargee shall be entitled to discharge part only of the Secured Monies in advance of either of the due dates by paying a proportionate part (representing on each occasion a minimum of five (5) proposed dwellings) of the Secured Monies based on the number of proposed dwellings to be constructed on the Property divided into the amount of the Secured Monies and on payment of such proportionate part (together with reasonable legal costs) the Chargee will release such dwellings and their curtilage from this Legal Charge and deliver to the Chargor a duly executed and completed Land Registry Form DS3

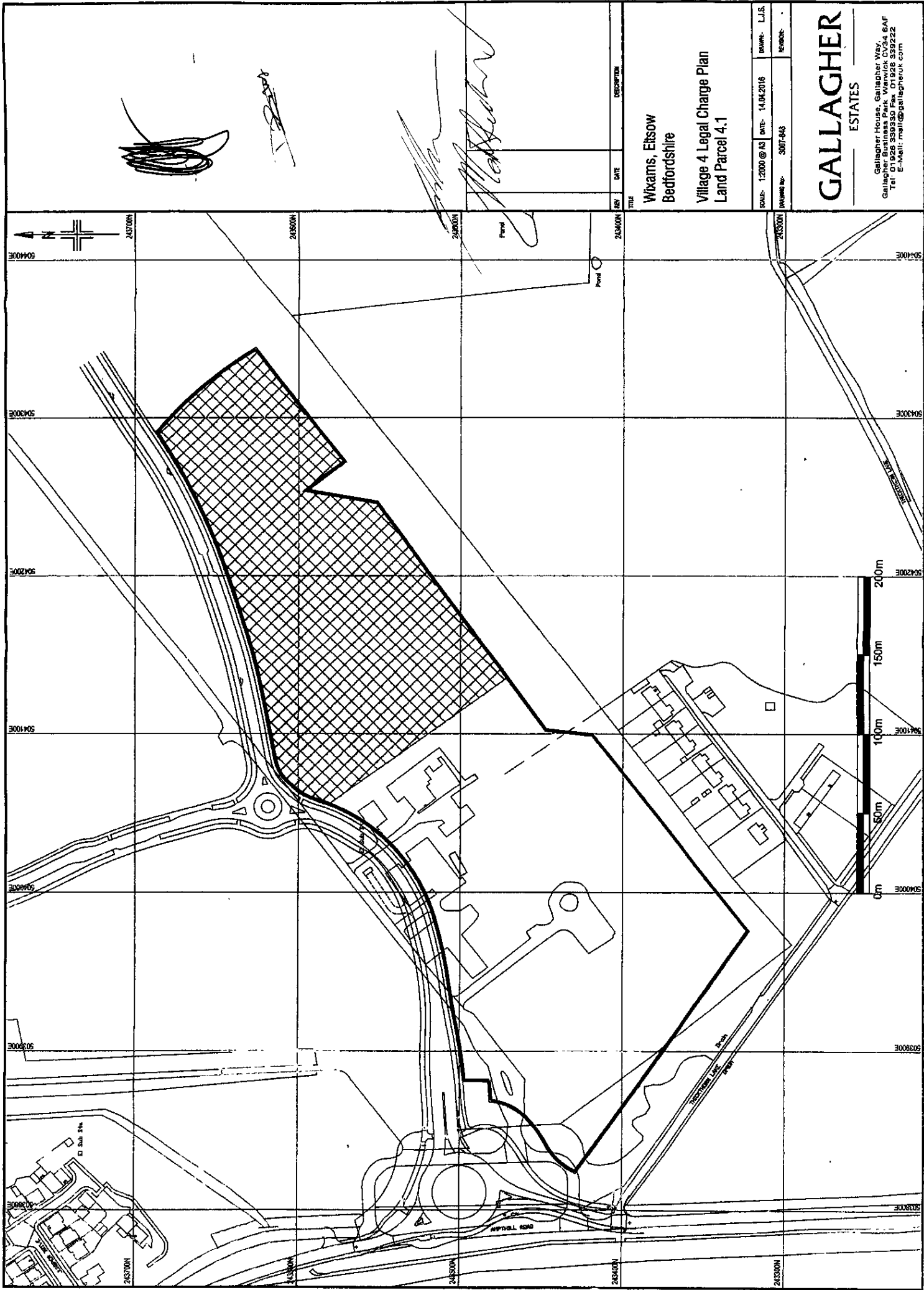
IN WITNESS WHEREOF the parties have executed this Legal Charge as a Deed and have delivered it upon dating it the day and year first before written

SCHEDULE 1

ALL THAT piece of land, being part of the land east of Ampthill Road Harrowden Green Wixams Bedfordshire MK45 3JJ described in a Transfer of even date herewith made between the Chargee (1) and the Chargor (2) as is shown cross-hatched green on the Plan

SCHEDULE 2
Powers of Receivers

1. all the powers conferred by the LPA on mortgagees and receivers appointed under the LPA
2. all the powers set out in Schedule 1 to the Insolvency Act 1986
3. the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which in the opinion of the receiver are incidental or conducive to: -
 - 3.1 any of the functions, powers, authorities or discretions conferred on or vested in him
 - 3.2 *the exercise of any rights, powers and remedies of the Chargee provided by or pursuant to this Deed or by law (including realisation of all or any part of the Property)*
 - 3.3 bringing to his hands any assets of any Chargor forming part of, or which when got in would be the Property
 - 3.4 selling all plant and machinery, fixtures and fittings either together with or detached from the remainder of the Property, selling the Property or any part thereof either as a whole or in lots and either outright or by way of lease or underlease whether at a premium or otherwise and for such term and upon such conditions as the Chargee shall think fit
 - 3.5 appoint in connection with the exercise or otherwise of any of the foregoing powers on such remuneration and terms as he may determine legal advisers, accountants, architects, surveyors, engineers, agents, contractors, workmen and such other and persons as the Chargee shall think fit



Wixams, Etsow
Bedfordshire

Village 4 Legal Charge Plan
Land Parcel 4.1

SCALE: 1:2000 @ A3	DATE: 14.04.2018	POWER: L.J.S.
DRAWING NO: 3007-546		REVISION: -

GALLAGHER
ESTATES

Gallagher House, Gallagher Way,
Gallagher Business Park, Wierwick CV34 6AF
Tel: 01926 339339 Fax: 01926 339222
E-Mail: mail@gallagheruk.com

EXECUTED as a DEED by
ABBAY DEVELOPMENTS LIMITED
acting by its duly authorised officers



Director




Director/Secretary

EXECUTED as a DEED by
WIXAMS FIRST LIMITED
acting by its duly authorised officers



Director/Authorised Signatory



Director/Secretary/Authorised Signatory