010517/23

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

MR01
Particulars of a charge

Companies House

Go online to file this information
www gov uk/companieshouse

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

✓ **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

For further information, please refer to our guidance at www gov uk/companieshouse

This form **must be delivered to the Registrar for registration w 21 days** beginning with the day after the date of creation of the cha delivered outside of the 21 days it will be rejected unless it is accomp court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form T scanned and placed on the public record **Do not send the original**

THURSDAY

A5HHKSAY
A29 13/10/2016 #122
COMPANIES HOUSE

1 Company details

For official use
6

Company number: 0 5 2 8 7 9 5 3 ✓

Company name in full: ELEVATION HOME BUILDING LIMITED ✓

→ **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: d0 d7 m1 m0 y2 y0 y1 y6 ✓

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: NATWEST BANK PLC ✓

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

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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

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

Brief description

PLOT L
WINDSOR CRESCENT
HAMPTON VALE
PETERBOROUGH ✓
PE7 8JG

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 ❶

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.

☐

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

9 Signature

Please sign the form here.

Signature

Signature
X J H'ara

~~Judith Cecilia O'Hara~~
Solicitor / Commissioner for Oaths
Stapleton & Son Solicitors,
1 Broad Street Stamford PE9 1PD
X

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

MR01
Particulars of a 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 JO O'HARA

Company name STAPLETON & SON SOLICITORS.

Address 1 BROAD STREET

Post town STAMFORD.

County/Region LINCOLNSHIRE

Postcode PE9 1PD

Country ENGLAND.

DX DX 26003 STAMFORD.

Telephone 01780 751226.

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

- [x] The company name and number match the information held on the public Register
- [x] You have included a certified copy of the instrument with this form
- [x] You have entered the date on which the charge was created
- [x] You have shown the names of persons entitled to the charge
- [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- [x] You have given a description in Section 4, if appropriate
- [x] You have signed the form
- [x] 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

D X

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5287953

Charge code: 0528 7953 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th October 2016 and created by ELEVATION HOME BUILDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th October 2016

Given at Companies House, Cardiff on 20th October 2016

Companies House

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Legal Charge – Commercial Property (1st Party - Corporate)
(06/10)

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner: ELEVATION HOME BUILDING LIMITED **Registered No:** 05287953

Bank: National Westminster Bank Plc

Property: PLOT L WINDSOR CRESCENT HAMPTON VALE PETERBOROUGH PE7 8JQ (Land Registry Title No CB374027) References to **Property** include any part of it and the other assets charged by Clause 2

Date 07 MO Y16

You must date the document

1 Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations The Owner's **Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include

1 1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank

1 2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed

2 Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee

2 1 charges to the Bank all legal interest in the Property, by way of legal mortgage

2 2 gives to the Bank a fixed charge over any of the following property of the Owner, whether owned now or in the future

2 2 1 any other interest in the Property

2 2 2 all rents receivable from any lease granted of the Property

2 2 3 all the goodwill of the Owner's business carried on at the Property

2 2 4 the proceeds of any insurance affecting the Property

2 2 5 all fixtures and fittings not forming part of the Property

2 2 6 all plant and machinery at the Property, including any associated warranties and maintenance contracts

2 2 7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business

We hereby Certify this to be a true copy of the Original
Stapleton + Son Solicitors
STAPLETON AND SON
SOLICITORS
1 BROAD STREET, STAMFORD
LINCS PE9 1PD
12/10/2016

We hereby Certify this to be a true copy of the Original
Stapleton Son 12/10/2016
STAPLETON AND SON
SOLICITORS
1 BROAD STREET, STAMFORD
LINCS PE9 1PD

3. Restrictions

The Owner will not, without the Bank's consent

3 1 permit or create any mortgage, charge or lien on the Property

3 2 dispose of the Property

3 3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting

3 4 part with or share possession or occupation of the Property

4. Land Registry

The Owner and the Bank apply to the Land Registry to enter a restriction that "no disposition 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 created by this deed in favour of the Bank referred to in the charges register" The Bank may also register any priority arrangements at the Land Registry which will then be publicly available

5. Property Undertakings

The Owner will

5 1 permit the Bank at any time to inspect the Property

5 2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost In default, the Bank may arrange insurance at the Owner's expense

5 3 hold on trust for the Bank all proceeds of any insurance of the Property At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations

5 4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property

5 5 keep the Property in good condition

5 6 not, without the Bank's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations

5 7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Bank if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease

6 Possession and Exercise of Powers

6 1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property) The Owner will continue in possession until the Bank takes possession

6 2 If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay

6 3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made

8 7 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full The Bank allowing the Owner to make withdrawals will not waive this restriction

9. Application of Payments

9 1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides

9 2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date

10. Preservation of Other Security and Rights and Further Assurance

10 1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank now or in the future The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights

10 2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed

11. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings

12. More than One Owner

Where the Owner is more than one person the Owner's Obligations include their joint and several liabilities References to the Owner are to them together and separately

13 Consents, Notices and Demands

13 1 All consents, notices and demands must be in writing

13 2 The Bank may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to the Bank

13 3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6 00 p m on a business day, or otherwise on the next business day A **business day** is a weekday other than a national holiday

13 4 A notice from the Owner to the Bank will be effective on receipt

14 Transfers

The Bank may allow any person to take over any of its rights and duties under this deed The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner References to the Bank include its successors

15. Law

15 1 English law governs this deed and the English courts have exclusive jurisdiction

15 2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction

Executed and **Delivered** as a deed by the Owner

Director/Member

~~Director~~/Secretary/~~Member~~

If there is only one signature, which must be that of a Director/Member, a witness is required

Signed by the Director/Member in the presence of

Witness' signature ______________________

Witness' name in full ______________________

Address ______________________

Occupation ______________________