

# MR01

## Particulars of a charge



Companies House

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A fee is be payable with  
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☒ **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**  
You may not use this form to  
register a charge where the  
instrument Use form MR01



LD3

\*L5YF8741\*

19/01/2017

#57

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. **Do not send the original**

### 1 Company details

Company number 0 5 6 3 6 1 4 9

Company name in full AMOS COMMERCIAL LIMITED - IN ADMINISTRATION

24

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 d 2 d 9 m 1 m 2 y 2 y 0 y 1 y 6

### 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 STERLING PROPERTY DEVELOPMENTS 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

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Particulars of a charge

<b>4</b>	<b>Brief description</b> 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	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
<b>5</b>	<b>Other charge or fixed security</b> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement <sup>1</sup></b> 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 <input type="checkbox"/>	<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here  Signature X A Farrell 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

Company name **SHAKESPEARE MARTINEAU LLP**

Address **6TH FLOOR**

**60 GRACECHURCH STREET**

Post town **LONDON**

County/Region

Postcode **E C 3 V O H R**

Country

DX

Telephone



### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5636149

Charge code: 0563 6149 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th December 2016 and created by AMOS COMMERCIAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th January 2017.

P

Given at Companies House, Cardiff on 24th January 2017



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

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



BEN HARBER ACIS  
PARTNER  
19.01.2017

## LEGAL MORTGAGE OVER SHARES

THIS DEED is made on the 29<sup>th</sup> day of December 2016

### BETWEEN

(1) **AMOS COMMERCIAL LIMITED – IN ADMINISTRATION** (Company Number 05636149) whose registered office is at c/o Harrisons, 102 Sunlight House, Quay Street, Manchester, M3 3JZ ('the Company') acting by its Joint Administrators **PAUL ROBERT BOYLE** and **DAVID MICHAEL CLEMENTS** of Harrisons Business Recovery and Insolvency Limited, 102 Sunlight House, Quay Street, Manchester, M3 3JZ,

(2) **STERLING PROPERTY DEVELOPMENTS LIMITED** (Company Number 3345592) whose registered office is at 60 Gracechurch Street, London EC3V 0HR ('the Mortgagee'), and

(3) **PAUL ROBERT BOYLE** and **DAVID MICHAEL CLEMENTS** aforesaid (the Administrators)

IT IS AGREED as follows

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed, unless the context otherwise requires

1.1.1 'Charged Property' means

1.1.1.1 the Securities,

1.1.1.2 all dividends, distributions and other income paid or payable on or derived from the Securities, and

1.1.1.3 all other property, rights, and benefits of all kinds accruing or otherwise derived from the Securities,

1.1.2 'Encumbrance' means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignation in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security,

1.1.3 'Facilities Agreement' means all or any agreements between the Company and the Mortgagee relating to the Indebtedness,

Shakespeare Martineau LLP  
Solicitors  
60 Gracechurch Street  
London  
EC3V 0HR

- 1.1.4 **'the Indebtedness'** means all or any sum due owing by the Company to the Mortgagee as at the date of Administration of the Company,
- 1.1.5 **'Secured Liabilities'** means all liabilities and obligations owed by the Company to the Mortgagee as at the date of Administration of the Company of any kind, however arising and in any currency, whether or not immediately payable, whether certain or contingent, whether sole or joint, whether as principal or as surety, whether or not the Mortgagee was the original creditor in respect thereof, and including, without limitation, interest, commission, costs, charges and expenses charged by the Mortgagee at rates agreed between it and the Company,
- 1.1.6 **'Securities'** means the securities listed in the Schedule,
- 1.1.7 **'Security Documents'** means any document or agreement to which the Company is a party creating, agreeing to create or evidencing any Encumbrance or any guarantee or indemnity in favour of the Mortgagee in respect of any obligation owed by any person to the Mortgagee
- 1.2 In this Deed, unless the context otherwise requires:
- 1.2.1 the singular includes the plural and vice versa, and reference to any gender includes the other genders,
- 1.2.2 references to persons include bodies corporate, associations, partnerships, organisations, states, state agencies and any other entity, whether or not having separate legal personality,
- 1.2.3 words and phrases defined in the Companies Act 2006 have the same meanings in this Deed but the word 'company' includes any body corporate, and
- 1.2.4 references to clauses are to clauses or sub-clauses of this Deed, references to the Schedule are to the schedule to this Deed
- 1.3 In this Deed:
- 1.3.1 any reference to any statute or statutory instrument or any section or part thereof includes any enactment (present or future) replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time

modified or re-enacted) which such provision has directly or indirectly replaced,

**1.3.2** headings are for reference purposes only and shall not affect the construction of anything in this Deed,

**1.3.3** references to this Deed (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 in accordance with its terms, or, as the case may be, with the agreement of the relevant parties and, if so required in the relevant document, with the prior written consent of the Mortgagee,

**1.3.4** the 'Mortgagee' shall include its successors and assigns

**1.4** The Schedule shall be treated as an integral part of this Deed and references to this Deed shall include the Schedule

**1.5** If the Facilities Agreement is at any time not in force, all references in this Deed to provisions of that agreement, or terms defined in it, shall be construed as if it were still in force, and as if any reference in the Facilities Agreement to obligations owed to the Mortgagee was to the Secured Liabilities

## **2. COVENANT TO PAY**

The Company hereby covenants to pay or discharge the Secured Liabilities to the Mortgagee on demand

## **3. CHARGING CLAUSE**

As security for payment of the Secured Liabilities, the Company with no title guarantee hereby charges the Charged Property with the intent that such charge shall take effect as a first legal mortgage.

## **4 TRANSFER OF SHARES**

Forthwith upon execution of this Deed, the Company shall deliver to the Mortgagee all certificates and other documents of title relating to the Securities together with undated stock transfer forms or other forms of transfer duly signed in favour of the Mortgagee (or as the Mortgagee shall direct) and shall execute such other documents and take such further action as the Mortgagee may require for the purpose of perfecting or protecting the security intended to be created by this Deed over the Charged Property and/ or

facilitating the realisation of the Charged Property or the exercise of any right, power or discretion exercisable by the Mortgagee in respect of the Charged Property

**5. DIVIDENDS AND RIGHTS ATTACHING TO THE CHARGED PROPERTY**

**5.1** The Mortgagee shall not be obliged

**5.1.1** to exercise or procure the exercise of any rights attaching to or deriving from the Charged Property in any particular manner or at all, or

**5.1.2** to take any action to recover or enforce payment of any amount payable (or performance of any obligation arising) in respect of any of the Charged Property

**5.2** The Mortgagee may however exercise any such rights or do any of the things referred to above at its discretion and in any manner it thinks fit

**6. RELEASE AND DISCHARGE**

**6.1** When the Secured Liabilities have been unconditionally and irrevocably discharged in full, the Mortgagee shall at the request and cost of the Company execute such documents (or procure that its nominees execute such documents) as the Company may reasonably request and which may be required to discharge all the charges created by this Deed and transfer the Securities to the Company or as it shall direct

**6.2** On the release of any of the Securities, the Mortgagee shall not be bound to return the identical securities which were deposited, lodged, held or transferred and the Company will accept securities of the same class and denomination or such other securities as shall then represent the Charged Property

**7. FURTHER ASSURANCE**

The Company undertakes, from time to time and at all times, to execute and do at its own expense all such deeds, assurances, agreements, instruments, acts and things as the Mortgagee may require for perfecting and protecting the security constituted by this Deed or facilitating the realisation of it or otherwise for enforcing the same or exercising any of the Mortgagee's rights under this Deed and in particular, but without limitation, the Company shall execute all transfers, conveyances, assignments and assurances whatsoever



and give all notices, orders, instructions and directions whatsoever which the Mortgagee may think expedient for such purposes

**8. NEGATIVE PLEDGE**

**8.1** During the continuance of this Deed, the Company shall not, without the prior written consent of the Mortgagee or save as expressly permitted pursuant to the Facilities Agreement

**8.1.1** create or permit to subsist any Encumbrance on or over all or any part of the Charged Property or agree to do so;

**8.1.2** save as necessary to comply with clause 4 above, sell, transfer or otherwise dispose of the whole or any part of the Charged Property or the right to receive or to be paid the same or agree to do so, or

**8.1.3** dispose of the equity of redemption in respect of any of the Charged Property

**9. EXCLUSION OF PERSONAL LIABILITY**

**9.1** The Joint Administrators are parties to this Deed in their own right for the purpose only of taking the benefit of the exclusions from liability and the indemnities set out therein

**9.2** It is acknowledged that the Joint Administrators are acting as agents of the Company and shall have no personal liability under or in connection with this Deed or under any document executed pursuant to this Deed, nor in relation to any related matter or claim howsoever, whenever and wherever arising and whether such claim be formulated in contract or tort or both or by reference to any other remedy or right and in whatever jurisdiction or forum

**10. ENFORCEMENT OF SECURITY**

**10.1** The Law of Property Act 1925 Section 93 dealing with the consolidation of mortgages shall not apply to this Deed

**10.2** The powers conferred on mortgagees or receivers by the Law of Property Act 1925 and the Insolvency Act 1986 shall apply to the security constituted by this Deed except insofar as they are expressly or impliedly excluded and where there is ambiguity or conflict between

the powers contained in such Acts and those contained in this Deed, those contained in this Deed shall prevail

**11. PROVISIONS RELATING TO THE MORTGAGEE**

**11.1** The rights, powers and discretions given to the Mortgagee in this Deed

**11.1.1** may be exercised as often as and in such manner as, the Mortgagee thinks fit,

**11.1.2** are cumulative, and are not exclusive of any of its rights under the general law, and

**11.1.3** may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it

**11.2** The perpetuity period for any trust constituted by this Deed shall be 80 years

**12. OTHER SECURITY**

**12.1** This Deed is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Mortgagee may now hold as regards the Company or any other person in respect of the Secured Liabilities as at the date of Administration of the Company

**13. MISCELLANEOUS PROVISIONS**

**13.1** If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect

**13.1.1** the validity or enforceability of any other provision, in any jurisdiction, or

**13.1.2** the validity or enforceability of that particular provision, in any other jurisdiction

**13.2** The Mortgagee may at any time following the security constituted by this Deed becoming enforceable redeem any and all prior Encumbrances on or relating to the Charged Property or any part thereof or procure the transfer of such Encumbrances to itself and may settle and pass the accounts of the person or persons entitled to the prior Encumbrances Any account so settled and passed shall be conclusive and binding on the Company

- 13.3** Save as specifically otherwise provided in this Deed, any notice, demand or other communication to be served under this Deed shall be in writing and may, in the case of the Mortgagee, be signed by any employee of the Mortgagee and, in the case of the Company, by any director of the Company, and may be made or given to either party to this Deed at its address or fax number shown immediately after its name on the signature page of this Deed (or at such other address or number in the United Kingdom as it may from time to time notify in writing to the other party)
- 13.3.1** by delivering it to any such address,
- 13.3.2** by sending it by first class post to any such address (in which case it shall be deemed received at 10.00 am on the next working day after posting, and proof of posting shall be proof of delivery); or
- 13.3.3** by sending it by fax to such number (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt)
- 13.4** None of the terms of this Deed is enforceable by any person other than the Company, the Mortgagee and any person to whom the Mortgagee has assigned its rights
- 13.5** This Deed may be executed in any number of counterparts, all of which taken together shall constitute a single Deed
- 13.6** This Deed shall be governed by, and construed in accordance with, English law and the Company hereby submits for the benefit of the Mortgagee to the jurisdiction of the English courts for the purpose of any dispute in relation to it but without prejudice to the right of the Mortgagee to commence proceedings against the Company in any other jurisdiction

**EXECUTED AS A DEED**

**FOR AND ON BEHALF OF AMOS COMMERCIAL LIMITED - IN  
ADMINISTRATION**

Acting by its Joint Administrator, pursuant to the powers conferred under the  
Insolvency Act 1986 (without personal liability)

Joint Administrator



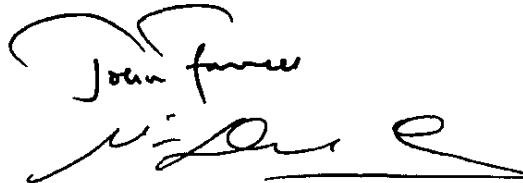
**EXECUTED as a DEED**

**FOR AND ON BEHALF OF STERLING PROPERTY DEVELOPMENTS  
LIMITED**

Acting by

Director

Director



**FOR AND ON BEHALF OF THE JOINT ADMINISTRATORS**

Pursuant to the powers conferred under the Insolvency Act 1986 (without  
personal liability)

Joint Administrator



## SCHEDULE

### The Securities

Company name	Amos Homes Commercial (Number 1) Limited
Company number	10238728
Registered office	c/o Harrisons, 102 Sunlight House, Quay Street, Manchester, M3 3JZ
Description of Shares	Ordinary shares of £1 each
Number of shares	2