

# MR01

## Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://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 there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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. It will be  
scanned and placed on the public record

FRIDAY



\*A2CFS2WB\*

A13

12/07/2013

#198

COMPANIES HOUSE

### 1 Company details

Company number 06128775

Company name in full New Leaf Homes Limited

For official use

→ Filing 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 05/07/2013

### 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 Cosmic Concepts 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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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

By way of legal mortgage all legal interest in  
65 Church Road  
Stretton  
Burton On Trent  
Staffordshire  
DE13 0HE

Land Registry Title Number SF342619

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 <sup>①</sup>

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

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

9

### Signature

Please sign the form here

Signature

Signature

X

John M Lewis & Co

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 **Liz Knott POS92013**

Company name **John M Lewis & Co**

Address **92 St. Peter's Street**

Post town **DERBY**

County/Region

Postcode **DE1 1SR**

Country **UK**

DX **DX 700306 DERBY3**

Telephone **01332 292204**

**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 NR Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number 6128775

Charge code 0612 8775 0114

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th July 2013 and created by NEW LEAF HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2013

A handwritten signature in black ink, appearing to be 'DZ'.

Given at Companies House, Cardiff on 16th July 2013



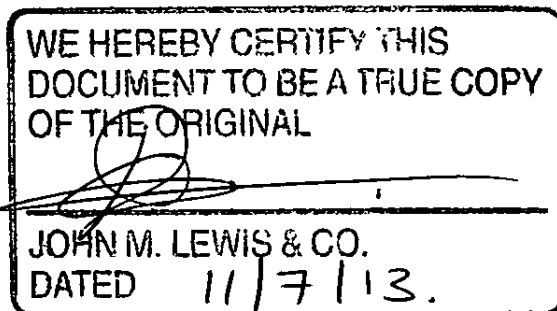
THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**New Leaf Homes Limited**  
the Mortgagor

In favour of

**Cosmic Concepts Limited**  
the Lender

**Legal Charge**



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This Deed is made on

5<sup>th</sup> July

2013

By

- (1) **New Leaf Homes Limited** (registered in England and Wales No 06128775) whose registered office is at 93 Friar Gate, Derbys, DE1 1FL (the **Mortgagor**),

In favour of

- (2) **Cosmic Concepts Limited** (registered in England and Wales No 04436652) whose registered office is at 120 Merlin Way, Mickleover, Derby, Derbyshire DE3 0UJ (the **Lender**)

1 **Interpretations**

In this Deed

- 1.1 the following expressions have the following meanings unless inconsistent with the context

**Charged Assets** means the assets charged by **Clause 2.2**

**Event of Default** has the meaning given to it in the Loan Agreement and shall also include any breach by the Mortgagor of the terms of this deed

**Expenses** means all expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Mortgagor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

**Goodwill** means the present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor

**Interest** means interest at the rate(s) charged to the Mortgagor by the Lender from time to time

**Loan Agreement** means the loan agreement dated 3<sup>rd</sup> May 2013 and made between the Mortgagor and the Lender

**Mortgagor's Obligations** means the sum of £90,000.00 together with Interest and Expenses

**Property** means

Administrative Area	Staffordshire East Staffordshire
Description	65 Church Road, Stretton, Burton on Trent
Tenure	Freehold
Land Registry Title No	SF342619

**Receiver** means a trustee, receiver, administrative receiver or similar officer appointed to the Mortgagor or any part of its undertaking or assets



**Required Currency** means the currency or currencies in which the Mortgagor's Obligations are expressed from time to time,

1 2 the expressions **Mortgagor** and **Lender** where the context admits include their respective successors in title and assigns,

1 3 references to the **Property** and the **Charged Assets** include any part of it or them and the **Property** includes all covenants and rights affecting or concerning the same. The **Property** also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property,

1 4 interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select, and

1 5 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

## 2 **Charge**

The Mortgagor covenants to discharge on demand the Mortgagor's Obligations when due in accordance with their terms and as a continuing security for such discharge and with full title guarantee charges to the Lender

2 1 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),

2 2 by way of fixed charge

(a) all the fixtures and fittings of the Mortgagor from time to time attached to the Property,

(b) all the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts, and

(c) all furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business, and

2 3 by way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets

## 3 **Repair, alteration and insurance**

3 1 The Mortgagor will keep the Property and the Charged Assets in good condition and comprehensively insured to the Lender's reasonable satisfaction for their full reinstatement cost and in default the Lender (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property and the Charged Assets. The Mortgagor will deposit with the Lender the insurance policy or (if the Lender agrees) a copy of it. The Mortgagor shall note the interest of the Lender on such insurance policy and (if the Lender so requires) produce to the Lender

receipts for all premiums and other payments necessary for effecting and keeping up such insurance policy

3 2 The Mortgagor will hold in trust for the Lender all money received under any insurance of the Property or the Charged Assets and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Mortgagor's Obligations

3 3 The Mortgagor will not without the prior written consent of the Lender make any alteration to the Property which would require planning permission or approval under any building regulations

4 **Restrictions on charging, leasing, disposing and parting with possession**

4 1 The Mortgagor will not without the Lender's prior written consent

(a) create or permit to arise any mortgage charge or lien on the Property, the Charged Assets or the Goodwill,

(b) grant or accept a surrender of any lease or licence of the Property, the Charged Assets or the Goodwill, or

(c) dispose of or part with or share possession or occupation of the Property, the Charged Assets or the Goodwill

4 2 If the Lender does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of Registered Land this will require registration and will be a public document

4 3 The Mortgagor applies and agrees that the Lender may apply for a restriction to be entered on the register of any registered land for the following restriction to be registered against its title to the Property

"No disposition of the registered estate (other than a charge) 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 by the proprietor for the time being of the charge dated [date] in favour of Cosmic Concepts Limited referred to in the charges register or their conveyancer "

4 4 If the title to the Property is not registered at the Land Registry, the Mortgagor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 or otherwise as the proprietor of all or any part of the Property without the prior written consent of the Lender

4 5 Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Mortgagor's title to the Property, the Mortgagor shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Mortgagor shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled

## **5 Powers of the Lender**

- 5 1 The security constituted by this deed shall be immediately enforceable and the power of sale and other powers given by section 101 of the Law of Property Act 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the occurrence of an Event of Default
- 5 2 At any time after the security constituted by this deed has become enforceable, the Lender may (whether in its own name or in that of the Borrower) without restriction grant or accept surrenders of leases of the Property and the Charged Assets
- 5 3 Section 103 of the Law of Property Act 1925 shall not apply and the Lender 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, but the Lender shall not exercise such power of sale until the security constituted by this deed has become enforceable under **clause 5.1**
- 5 4 At any time after the security constituted by this deed has become enforceable, the Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property the Charged Assets and the Goodwill 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
- 5 5 All or any of the powers conferred on a Receiver by **Clause 6** may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment
- 5 6 Neither the Lender nor any Receiver shall be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Lender
- 5 7 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed
- 5 8 The Lender may exchange or convert to the Required Currency any currency held or received

## **6 Receivers**

- 6 1 Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint Receivers may be exercised jointly or severally
- (a) to take possession of and generally manage the Property and the Charged Assets 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 the Charged Assets

and the Goodwill 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 the Charged Assets 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 the Charged Assets and the Goodwill

6 2 The Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property The Receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Lender to the Mortgagor

6 3 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and 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 Lender 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 Lender or any Receiver pursuant to this deed or the exercise of any of their powers

## **8 Appropriation**

The Lender may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Mortgagor's Obligations as the Lender decides

## **9 Preservation of other security and rights and further assurance**

9 1 This deed is in addition to any other security present or future held by the Lender for the Mortgagor's Obligations and shall not merge with or

prejudice such other security or any contractual or legal rights of the Lender

- 9 2 The Mortgagor will at the Mortgagor's own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure the Mortgagor's Obligations on the Property the Charged Assets and the Goodwill

## 10 **General**

- 10 1 Any waiver or variation of any right by the Lender (whether arising under this deed or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it is given, and shall not prevent the Lender from subsequently relying on the relevant provision

- 10 2 No delay or failure by the Lender to exercise any right or power under this deed shall operate as a waiver

- 10 3 No single or partial exercise of any right under this deed shall prevent other or further exercises of that or any other right

## 11 **Memorandum and articles of association**

The Mortgagor certifies that this deed does not contravene the Mortgagor's memorandum and articles of association

## 12 **Notices**

- 12 1 Any notice or demand by the Lender may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Lender

- 12 2 A notice or demand by the Lender by post shall be deemed served on the day after posting

- 12 3 A notice or demand by the Lender by fax shall be deemed served at the time of sending

## 13 **Governing Law**

This deed shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts

## 14 **Priorities**

The provisions of this deed are to be read and construed subject to the terms of any deed of priority or similar document to which the Lender and any other chargee may at any time be party. In the event of conflict between the terms of this deed and the terms of such deed of priority or similar document, the terms of such deed of priority or similar document shall prevail

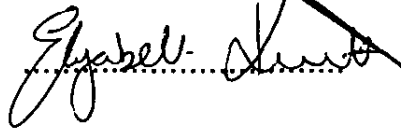
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

**EXECUTED as a DEED**  
by **New Leaf Homes Limited** acting  
by its duly authorised director  
in the presence of

)  
)  
)



Witness signature



Witness name

Witness address

Witness occupation

.....  
ELIZABETH KNOTT FInst L EA  
.....LICENSED CONVEYANCER  
.....92 St. Peter's Street  
.....Derby  
.....DE1 1SR

**EXECUTED as a DEED**  
by **Cosmic Concepts Limited** acting  
by its duly authorised director  
in the presence of

)  
)  
)

Witness signature

.....

Witness name

.....

Witness address

.....

.....

.....

Witness occupation

.....

Ref: RO/Cosmic

First Bishop LLP, St Michael's Court, St Michael's Lane, Derby, DE1 3HQ, DX 729320 Derby, 24 Tel: 01332 340211