

MR01

Particulars of a charge

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Laserform

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

☒ **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

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**

TUESDAY



A4ANPFC1

A08

30/06/2015

#165

COMPANIES HOUSE

1 Company details

Company number 0 6 9 3 9 5 7 4

Company name in full SEH Nominee Limited

3 ☐ ☐ ☐ 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 1 d 5 m 0 m 6 y 2 y 0 y 1 y 5

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 The Prudential Assurance Company 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

Slade End Farm, Wantage Road, Wallingford, Oxfordshire as comprised in title number ON261586

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 *Hogan Lovells Intl LLP* 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 **Scott Macpherson**

Company name **Hogan Lovells International LLP**

Address **Atlantic House**

Holborn Viaduct

Post town **London**

County/Region

Postcode **E C 1 A 2 F G**

Country **United Kingdom**

DX **57 London Chancery Lane**

Telephone **+44 (20) 7296 2000**

**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 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6939574

Charge code: 0693 9574 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th June 2015 and created by SEH NOMINEE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th June 2015.

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

Given at Companies House, Cardiff on 7th July 2015



Companies House



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

DATED

15th

John

2015

SEH MANAGER LIMITED

- and -

THE PRUDENTIAL ASSURANCE COMPANY LIMITED

- and -

SEH NOMINEE LIMITED

DEED OF CHARGE
OF
SLADE END FARM WANTAGE ROAD, WALLINGFORD, OXFORDSHIRE

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL

Hogan Lovells Intl LLP
HOGAN LOVELLS
INTERNATIONAL LLP
ATLANTIC HOUSE
HOLBORN VIADUCT
LONDON EC1A 2FG



Ref CM1AN/JAN/D0764 93259

Hogan Lovells International LLP, Atlantic House Holborn Viaduct, London EC1A 2FG

THIS DEED OF CHARGE is made the

15th day of



2015

BETWEEN

- (1) **SEH Manager Limited** in its capacity as managing partner of the St Edward Homes Partnership (Registered Number 06939560) and **SEH Nominee Limited** (Registered Number 0693574) as nominee for the St Edward Homes Partnership both of whose registered office is at Berkeley House, 19 Portsmouth Road, Cobham, Surrey KT11 1JG (the "**Debtor**" which expression where the context admits include persons deriving title under the Debtor or entitled to redeem this security), and
- (2) **The Prudential Assurance Company Limited** (Registered Number 15454) of Laurence Pountney Hill, London EC4R 0HM (the "**Creditor**" which expression where the context admits includes persons deriving title under the Creditor or for the time being entitled to the benefit of this charge)

WHEREAS

- (A) By a transfer dated with today's date (the "**Transfer**") and made between (1) The Prudential Assurance Company Limited (2) SEH Manager Limited and (3) SEH Nominee Limited the property described in the Schedule (the "**Property**") has been conveyed by the Creditor to the Debtor for an estate in fee simple
- (B) By the agreement for sale and purchase dated 19 September 2011 and made between (1) The Prudential Assurance Company Limited and (2) SEH Manager Limited and (3) SEH Nominee Limited as varied by a supplemental agreement dated 15.12.2015 made between (1) The Prudential Assurance Company Limited and (2) SEH Manager Limited and (3) SEH Nominee Limited (the "**Agreement**") (a copy of which Agreement is annexed), the Debtor has undertaken in Schedule 2 of the Agreement to pay the Vendor Overage Amount (defined in the Agreement) to the Creditor in accordance with the Agreement
- (C) By paragraph 16 of Schedule 3 to the Agreement it was agreed that this Deed of Charge should be executed in order to secure payment to the Creditor of all moneys undertaken to be paid to the Creditor under Schedule 2 of the Agreement

IT IS AGREED

1 COVENANT TO PAY "AGREEMENT" MONEYS

In pursuance of the Agreement and in consideration of the Transfer the Debtor HEREBY COVENANTS with the Creditor to pay to the Creditor all such moneys as the Creditor shall be entitled to under Schedule 2 of the Agreement as and when such moneys are due for payment

2 LEGAL CHARGE

In further pursuance of the Agreement and in consideration as aforesaid as a continuing security the Debtor with full title guarantee HEREBY CHARGES BY WAY OF LEGAL MORTGAGE the Property, together with all buildings at any time on such Property or any part of it, with the payment to the Creditor of all the said moneys hereinbefore covenanted to be paid

3 CONSOLIDATION

The restriction on the right of consolidating mortgage securities which is contained in section 93 of the Law of Property Act 1925 (the "**Act**") shall not apply to this security

4 PAYMENT ON DEMAND

All money secured by this deed shall be immediately payable on demand as and when it falls due under the Agreement. Failing the immediate payment of any money so demanded this security shall become immediately enforceable and the power of sale conferred upon mortgagees by the Act shall become immediately exercisable without the restrictions contained in the Act with respect to the whole or any part of the Property as to the giving of notice or otherwise. In particular section 103 of the Act shall not apply to this security. No purchaser from the Creditor shall be entitled or required to enquire or shall be affected by notice as to whether demand has or has not been made.

5 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this legal charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

6 CONTINUING SECURITY

The charge shall be a continuing security for the Creditor notwithstanding any intermediate payment or settlement of accounts or other matter whatever.

7 RELEASE

The Creditor will at the cost of the Debtor release the Property from this legal charge in the manner and at the times contemplated by the Agreement.

8 LAND REGISTRY RESTRICTION

The Debtor is to apply to the Land Registrar on Land Registry Form RX1 to enter a restriction on the register of the Title Number ON261586 in the following Land Registry standard form:

No disposition of the registered estate by the proprietor of the registered estate is to be registered without the written consent signed by the proprietor for the time being of the charge dated 15 June 2015 in favour of the chargee referred to in the charges register (or his conveyancer) or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer.

9 EXPENSES

The Debtor is to pay to the Creditor on demand all reasonable and proper fees and other costs, legal and professional fees together with applicable and irrecoverable Value Added Tax incurred in connection with the proper enforcing or exercising any power under this legal charge. If the Debtor does not do so, the expenses will bear interest at the rate of 2% per annum above the base rate from time to time of Barclays Bank Plc from and including the date of demand to and including the date of actual payment.

IN WITNESS whereof this deed has been duly executed and delivered the day and year first before written.

THE SCHEDULE

DESCRIPTION OF THE PROPERTY

Slade End Farm, Wantage Road, Wallingford, Oxfordshire as comprised in title number ON261586 respectively including all buildings and structures upon and all things affixed to the land or the proceeds of sale now or in the future belonging to it

Executed as a deed **SEH**)
MANAGER LIMITED in its capacity)
as Managing Partner of the St)
Edward Homes Partnership acting)
by)

Director 

Director/Secretary 

Executed as a deed **SEH**)
NOMINEE LIMITED acting by)
)
)
)

Director 

Director/Secretary 