254787/13

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

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

✓ **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 registr 21 days** beginning with the day after the date of creation of delivered outside of the 21 days it will be rejected unless it is court order extending the time for delivery

You **must** enclose a certified copy of the instrument with thi scanned and placed on the public record

THURSDAY

A2DD70K3
A37 25/07/2013 #75
COMPANIES HOUSE

For Official use
0101

1 Company details

Company number: 0 7 6 4 1 9 4 2

Company name in full: BLUEBUILD 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: d 1 d 8 m 0 m 7 y 2 y 0 y 1 y 3

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: BW SIPP TRUSTEES LIMITED

Name: DANIEL CALLAGHAN

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 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

8-9 Bath Street, Cheltenham, Gloucestershire, GL50 1YE

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**

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 X

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

MR01
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 KEITH ELLIS

Company name CHRISTOPHER DAVIDSON

SOLICITORS LLP

Address 2 & 3 ORIEL TERRACE

ORIEL ROAD

Post town CHELTENHAM

County/Region GLOUCESTERSHIRE

Postcode G L 5 0 1 X P

Country UNITED KINGDOM

DX 7408 CHELTENHAM

Telephone 01242 581481

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

This form has been provided free of charge by Companies House

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7641942

Charge code: 0764 1942 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th July 2013 and created by BLUEBUILD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th July 2013

Given at Companies House, Cardiff on 29th July 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

hughes addison Solicitors

DATED: 18th July 2013

LEGAL MORTGAGE

between

BW SIPP TRUSTEES LIMITED AND DANIEL CALLAGHAN (1)

and

BLUEBUILD LIMITED (2)

WE HEREBY CERTIFY this to be a true copy of the original produced to us

Christopher Davidson Solicitors LLP
2/3 Oriel Terrace
Oriel Road
Cheltenham, Glos, GL50 1XP
Dated 23/7/13

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HIS **DEED** is dated 18th July. 2013

PARTIES

(1) **BW SIPP TRUSTEES LIMITED,** a company incorporated and registered in England and Wales with company number 03011174 whose registered office is at Saint James's House, Saint James's Square, Cheltenham GL50 3PR and Daniel Callaghan of 10 Royal Crescent, Cheltenham, GL50 3DA (**Lender**).

(2) **BLUEBUILD LIMITED,** a company incorporated and registered in England and Wales with company number 07641942, whose registered office is at Festival House, Jessop Avenue Cheltenham GL50 3SH(**Borrower**).

BACKGROUND

(A) The Lender has agreed to provide the Borrower with the Loan on a secured basis.

(B) The Borrower is the owner of the Property.

(C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan.

(D) The Loan will be repaid on the Repayment Date.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The definitions and rules of interpretation in this clause apply in this mortgage.

Agreement: the Agreement dated 2013 between the Borrower and the Lender for the provision of the loan secured by this mortgage.

Business Day: a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London

Encumbrance: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect

Event of Default: any event or circumstance listed in the Agreement.

Loan: The total sum of £712,500 (Seven Hundred and Twelve Thousand Five Hundred pounds).

LPA 1925: the Law of Property Act 1925.

Property: the freehold or leasehold property (whether registered or unregistered) owned by the Borrower described in Schedule 1.

Repayment Date: 50% of the Loan shall be paid to the buyer no later than six months from the date of the agreement, the remaining balance shall be paid within 12 Months of the date of this agreement or such other date after as agreed by the parties in writing

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan, the Agreement and this mortgage.

Security Period: the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

VAT: value added tax.

1.2 Interpretation

In this legal mortgage:

a) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;

b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

c) unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular;

d) reference to a clause or Schedule is to a clause of, or Schedule to, this mortgage and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires;

e) a reference to **this mortgage** (or any provision of it) or any other document shall be construed as a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties;

f) a reference to a **person** shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person;

g) a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly); and

h) clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage.

i) if there is an inconsistency between a defined term in this mortgage and in the Agreement, the provisions of this mortgage shall prevail.

1.3 Nature of security over real property

A reference in this mortgage to a charge or mortgage of, or over, the Property includes:

a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;

b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;

c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and

d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this mortgage.

1.5 Third party rights

A third party (being any person other than the Borrower, the Lender and its permitted successors and assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this mortgage.

1.6 Schedules

The Schedules form part of this mortgage and shall have effect as if set out in full in the body of this mortgage. Any reference to this mortgage includes the Schedules.

2. Loan

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of this mortgage.

3. Purpose of loan

The Borrower shall use the Loan to carry out the construction on the Property in accordance with Clause 3 1 of the Agreement.

4. Covenant to pay

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities on the Repayment Date or, if earlier, on an Event of Default.

...NT OF SECURITY

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of first legal mortgage.

6. PERFECTION OF SECURITY

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"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 dated [18 July 18]in favour of BW Sipp Trustees Limited referred to in the charges register or their conveyancer."

7. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender in the terms set out in Schedule 2 on each day during the Security Period.

8. COVENANTS

The Borrower covenants with the Lender in the terms set out in *Schedule 3*.

9. POWERS OF THE LENDER

The Lender shall have the powers set out in Schedule 4.

10. ENFORCEMENT OF SECURITY

10.1 When security becomes enforceable

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs (whether or not such an Event of Default is still continuing) whereupon it shall become immediately exercisable.

10.2 When statutory powers arise

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage.

11. COSTS AND INDEMNITY

The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to suing for, or recovering, any of the Secured Liabilities, including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this mortgage.

12. RELEASE

On the expiry of the Security Period, the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security constituted by this mortgage.

13. ASSIGNMENT AND TRANSFER

The Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this mortgage to any person.

14. CONTINUING SECURITY

14.1 Continuing security

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lender discharges this mortgage in writing.

14.2 Rights cumulative

The rights and powers of the Lender conferred by this mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.

14.3 Waivers

Any waiver or variation of any right by the Lender (whether arising under this mortgage 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 was given, and shall not prevent the Lender from subsequently relying on the relevant provision.

14.4 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.

14.5 Delay

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver.

14.6 Counterparts

This mortgage may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

15. Notices

15.1 Service

Each notice or other communication required to be given under, or in connection with, this mortgage shall be:

a) in writing, delivered personally or sent by pre-paid first-class letter; and

b) sent:

(i) to the Borrower at·

Festival House, Jessop Avenue, Cheltenham GL50 3SH

(ii) to the Lender at.

Saint James House, Saint James Square, Cheltenham GL50 3PR and

10 Royal Crescent, Cheltenham Gloucestershire GL50 3DA

or to such other address or fax number as is notified in writing by one party to the other from time to time.

15.2 Receipt by Borrower

Any notice or other communication that the Lender gives shall be deemed to have been received:

(a) if given by hand, at the time of actual delivery, and

(b) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 15.1 on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

15.3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

16. GOVERNING LAW

This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

Schedule 1 - Property

8-9 Bath Street Cheltenham GL50 1YE registered at the Land Registry under Title Number GR271692.

Schedule 2 - Representations and warranties

1. **OWNERSHIP OF PROPERTY**

The Borrower is the legal and beneficial owner of the Property and has good and marketable title to the Property

2. **NO ENCUMBRANCES**

The Property is free from Encumbrances other than the Encumbrance created by this mortgage.

3. **ADVERSE CLAIMS**

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.

4. **ADVERSE COVENANTS**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property.

5. **NO BREACH OF LAWS**

There is no breach of any law or regulation which materially adversely affects the Property.

6. **NO INTERFERENCE IN ENJOYMENT**

No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use.

7. **NO OVERRIDING INTERESTS**

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property.

8. **AVOIDANCE OF SECURITY**

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

9. **NO PROHIBITIONS OR BREACHES**

There is no prohibition on the Borrower assigning its rights in the Property and the entry into this mortgage by the Borrower does not and will not constitute a breach of any

policy, agreement, document or instrument binding on the Borrower or its assets.Covenants

SCHEDULE 3 - COVENANTS

Part 1.General covenants

1. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Borrower shall not at any time, except with the prior written consent of the Lender.

(a) create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage or any Permitted Encumbrance;

(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or

(c) create or grant any interest in the Property in favour of a third party

2. **PRESERVATION OF PROPERTY**

The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this mortgage.

3. **ENFORCEMENT OF RIGHTS**

The Borrower shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Lender may require from time to time.

4. **COMPLIANCE WITH LAWS**

The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting any Property and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Property.

5. **NOTICE OF BREACHES**

The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of any breach of:

(a) any representation or warranty set out in Schedule 2; and

(b) any covenant set out in Schedule 3.

Part 2. Property Covenants

INSURANCE

1.1 The Borrower shall insure and keep insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Landlord reasonably requires to be insured against from time to time.

1 2 The Borrower shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 1.1 of this Part 1, Schedule 3

2. INSURANCE PREMIUMS

The Borrower:

(a) shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect; and

(b) shall (if the Lender so requires) produce to the Lender the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies

3. NO INVALIDATION OF INSURANCE

The Borrower shall not do or omit to do or permit to be done or omitted any thing that may invalidate or otherwise prejudice any insurance policies relating to the Property. .

4. INSURANCE POLICIES' PROCEEDS

All monies payable under any of the insurance policies relating to the Property at any time (whether or not the security constituted by this mortgage has become enforceable) shall:

(a) immediately be paid to the Lender, or

(b) if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower upon trust for the Lender.

5. LEASES AND LICENCES AFFECTING THE PROPERTY

The Borrower shall not, without the prior written consent of the Lender which consent, in the case of paragraph 5(d), is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent:

(a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or

(b) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property; or

(c) let any person into occupation of or share occupation of the whole or any part of the Property, or

(d) grant any consent or licence under any lease or licence affecting the Property.

6. **NO RESTRICTIVE OBLIGATIONS**

The Borrower shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

7. **PROPRIETARY RIGHTS**

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

8. **COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS**

The Borrower shall:

(a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and

(b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

9. **NOTICES OR CLAIMS RELATING TO THE PROPERTY**

The Borrower shall:

9 1 Give full particulars to the Lender of any notice, application or requirement given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.

If the Lender so requires, immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may desire.

10. INSPECTION

The Borrower shall permit the Lender and any person appointed by them to enter on and inspect the Property on reasonable prior notice

11. VAT OPTION TO TAX

The Borrower shall not, without the prior written consent of the Lender:

11 1 Exercise any VAT option to tax in relation to the Property.

11.2 Revoke any VAT option to tax exercised prior to and disclosed to the Lender in writing prior to the date of this mortgage.

Schedule 4 - Powers of the Lender

1. POWER TO REMEDY

1 1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.

1 2 In remedying any breach in accordance with paragraph 1.1 of Schedule 3, the Lender and its agents shall be entitled to enter onto the Property (but shall not take possession or ownership of the property) to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works .

2. EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this mortgage The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

Schedule 5 - Repayment

1. **REPAYMENT**

The Borrower shall repay the Loan on or before the Repayment Date.

Executed as a deed by BW Sipp Trustees Limited acting by a Partner in the presence of:

.....
~~Partner~~ Director

Signature of Witness:
Name of Witness: LISA CLIFFORD.
Address of Witness:

BW SIPP LLP
St James's House
St James's Square
Cheltenham

Signed as a deed by Daniel Callaghan in the presence of:

Signature of Witness.
Name of Witness:
Address of Witness:

Executed as a deed by Bluebuild Limited Acting as director by

Signature of Witness
Name of Witness
Address of Witness