



Registration of a Charge

Company name: **GWENVER HOMES LIMITED**

Company number: **08188164**



X53Y4E57

Received for Electronic Filing: **31/03/2016**

Details of Charge

Date of creation: **31/03/2016**

Charge code: **0818 8164 0008**

Persons entitled: **EXETER FINANCE LIMITED (NO. 08577173)**

Brief description: **THE BORROWER WITH FULL TITLE GUARANTEE CHARGES TO THE LENDER, BY WAY OF FIRST LEGAL MORTGAGE, THE MORTGAGED PROPERTY, BEING THE FREEHOLD PROPERTY KNOWN AS WALDENS, BOLENNALANE, PERRANPORTH TR6 0LB, REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER CL48468. PLEASE SEE THE CHARGE DOCUMENT FOR FULL DETAILS.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

MATTHEW LIBBY - ASHFORDS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8188164

Charge code: 0818 8164 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2016 and created by GWENVER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2016 .

Given at Companies House, Cardiff on 1st April 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED 31 March **2016**

- (1) GWENVER HOMES LIMITED
- (2) EXETER FINANCE LIMITED

SUPPLEMENTAL LEGAL MORTGAGE



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THIS DEED is dated 31 March 2016

BETWEEN

- (1) **GWENVER HOMES LIMITED** incorporated and registered in England and Wales with company number 08188164 whose registered office is at The Mill, Kingsteignton Road, Newton Abbot, Devon TQ12 2QA (the '**Borrower**')
- (2) **EXETER FINANCE LTD** incorporated and registered in England and Wales with company number 08577173 whose registered office is at 5 Barnfield Crescent, Exeter EX1 1QT (the '**Lender**').

BACKGROUND:-

- (A) This deed is supplemental to the Debenture.
- (B) The Borrower owns the Mortgaged Property.
- (C) Under this deed, the Borrower provides security to the Lender for all its present and future obligations and liabilities to the Lender.

AGREED TERMS:-

1. Definitions and interpretation

1.1. Definitions

Unless the context otherwise requires, terms defined in the Debenture shall have the same meaning when used in this deed including, for the avoidance of doubt, when used in provisions of the Debenture incorporated by reference into this deed. The following definitions also apply in this deed.

Debenture	the debenture dated 8 December 2015 between the Borrower and the Lender.
Mortgaged Property	the freehold or leasehold property (whether registered or unregistered) owned by the Borrower described in Schedule 1.
Secured Liabilities	all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not the Lender was an original party to the relevant transaction and in whatever name, style, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.
Supplemental Insurance Policy	each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of the Mortgaged Property.
Supplemental Secured Assets	all the assets, property and undertaking for the time being subject to the Security created by, or pursuant

to, this deed.

1.2. Incorporation of interpretation and other provisions

The provisions of clauses 1.2 to 1.7 (other than clause 1.4) of the Debenture shall (as far as the context permits) apply to this deed as if set out in this deed in full except that references in the Debenture to "this deed" shall be construed as references to this deed.

1.3. Nature of security over real property

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

- 1.3.1. all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Mortgaged Property at any time;
- 1.3.2. the proceeds of the sale of any part of that Mortgaged Property and any other monies paid or payable in respect of or in connection with that Mortgaged Property;
- 1.3.3. the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Mortgaged Property, and any monies paid or payable in respect of those covenants; and
- 1.3.4. all rights under any licence, agreement for sale or agreement for lease in respect of that Mortgaged Property.

2. Covenant to pay

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3. Grant of security

3.1. Legal mortgage

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

3.2. Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first fixed charge:

- 3.2.1. all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Mortgaged Property; and
- 3.2.2. all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business carried on at the Mortgaged Property or the use of any Supplemental Secured Asset, and all rights in connection with them.

3.3. Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Supplemental Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Supplemental Insurance Policy.

4. Representations and warranties

4.1. Incorporation of representations and warranties

The representations and warranties set out in clause 5.2 to clause 5.22 of the Debenture shall apply to this deed as if set out in this deed in full (with the necessary modifications) and as if references in those clauses to:

- 4.1.1. "this deed" were to this deed;
- 4.1.2. an "Insurance Policy" were to a Supplemental Insurance Policy;
- 4.1.3. a "Property" were to the Mortgaged Property; and
- 4.1.4. "Secured Assets" were to the Supplemental Secured Assets.

4.2. Times for making representations and warranties

The representations and warranties referred to in clause 4.1 are made by the Borrower on the date of this deed in relation to the Supplemental Secured Assets.

5. Covenants

5.1. Negative pledge and disposal restrictions

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

- 5.1.1. create, purport to create or permit to subsist any Security on, or in relation to, any Supplemental Secured Asset other than any Security created by this deed or the Debenture;
- 5.1.2. sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Supplemental Secured Assets; or
- 5.1.3. create or grant (or purport to create or grant) any interest in the Supplemental Secured Assets in favour of a third party.

5.2. Notices to be given by the Borrower

- 5.2.1. The Borrower shall immediately on the execution of this deed (or, if later, the date of acquisition of the relevant Supplemental Secured Asset) give notice to each insurer that it has assigned its rights and interest in and under each Supplemental Insurance Policy under clause 3.3.
- 5.2.2. The Borrower shall obtain the Lender's prior approval of the form of any

notice or acknowledgement to be used under this clause 5.2.

5.3. Incorporation of other covenants

The provisions of clause 6 (other than clause 6.1), clause 7 (other than clause 7.16), clause 10 and clause 11 of the Debenture shall apply to this deed and the Security constituted by it as if set out in this deed in full (with the necessary modifications) and as if references in those clauses to:

5.3.1. "this deed" were to this deed;

5.3.2. an "Insurance Policy" were to a Supplemental Insurance Policy;

5.3.3. a "Property" were to the Mortgaged Property; and

5.3.4. "Secured Assets" were to the Supplemental Secured Assets.

6. Perfecting the security

6.1. Registration at the Land Registry

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 Mortgaged 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 [] in favour of Exeter Finance Limited referred to in the charges register."

6.2. Further advances

The Lender covenants with the Borrower that it shall perform its obligations to make advances under any document entered into between the Lender and the Borrower (including any obligation to make available further advances).

7. Incorporation of terms from Debenture

The provisions of clause 4 and clause 13 to clause 30 (inclusive) (other than clause 28) of the Debenture shall apply to this deed and the Security constituted by it as if set out in this deed in full (with the necessary modifications) and this deed shall be construed with the intent and effect that all the rights, obligations, covenants, assurances and provisions, express or implied, contained in or subsisting in relation to the Debenture in those provisions shall apply to this deed and to the Security constituted by it as if expressly set out in this deed and as if references in the Debenture to:

7.1.1. "this deed" were to this deed;

7.1.2. an "Insurance Policy" were to a Supplemental Insurance Policy;

7.1.3. a "Property" were to the Mortgaged Property; and

7.1.4. "Secured Assets" were to the Supplemental Secured Assets.

8. Continuation of existing security

8.1. Debenture remains in full force and effect

Except as supplemented by this deed, the Debenture remains in full force and effect. The definition of "Secured Assets" contained in the Debenture shall, for the avoidance of doubt, include all, or the relevant part, of the rights, property, assets and undertaking mortgaged, charged or assigned, as the case may be, under clause 3.

8.2. References to this deed in Debenture

References in the Debenture to "this deed" and similar expressions are deemed to be references to the Debenture as supplemented by this deed.

9. Counterparts

9.1. Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

10. Notices

10.1. Delivery

Any notice or other communication given to a party under or in connection with this deed shall be:

10.1.1. in writing;

10.1.2. delivered by hand, by pre-paid first-class post or other next working day delivery service; and

10.1.3. sent to:

10.1.3.1. the Borrower at:

The Mill, Kingsteignton Road, Newton Abbot, Devon TQ12 2QA

Attention: The Directors

10.1.3.2. the Lender at:

5 Barnfield Crescent, Exeter EX1 1QT

Attention: The Directors

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

10.2. Receipt by Borrower

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

10.2.1. if delivered by hand, at the time it is left at the relevant address;

10.2.2. if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

10.2.3. if sent by fax, when received in legible form.

A notice or other communication given as described in clause 10.2.1 or clause 10.2.3 on a day that 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.

10.3. Receipt by Lender

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

10.4. Service of proceedings

This clause 10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.5. No notice by email

A notice or other communication given under or in connection with this deed is not valid if sent by email.

11. Governing law and jurisdiction

11.1. Governing law

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

11.2. Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction.

11.3. Other service

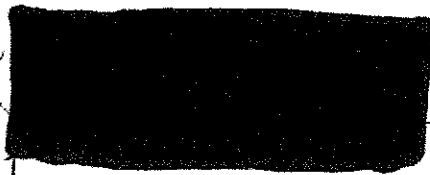
The Borrower irrevocably consents to any process in any legal action or proceedings under clause 11.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

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 - MORTGAGED PROPERTY

The freehold property known as Waldens, Bolenna Lane, Perranporth TR6 0LB, registered at HM Land Registry with title number CL48468.

EXECUTED and DELIVERED)
AS A DEED by Ben James Wood)
a director for and on behalf of)
GWENVER HOMES LIMITED)
in the presence of:-)



Name of Witness: BEN BICKETT

Signature of Witness: 

Address: **CHARLES FRENCH & CO**
SOLICITORS

Occupation: **9A FORE STREET**
ST AUSTELL PL25 5PX
DX 81253 ST AUSTELL

EXECUTED and DELIVERED)
AS A DEED by)
a director for and on behalf of)
EXETER FINANCE LIMITED)
in the presence of:-)

.....

Name of Witness:

Signature of Witness:

Address:

Occupation: