



Registration of a Charge

Company Name: **A SHADE GREENER FINANCE LIMITED**

Company Number: **10668465**



XC9I6RBE

Received for filing in Electronic Format on the: **08/08/2023**

Details of Charge

Date of creation: **01/08/2023**

Charge code: **1066 8465 0058**

Persons entitled: **SANTANDER UK PLC**

Brief description:

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: **CLARION SOLICITORS LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10668465

Charge code: 1066 8465 0058

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2023 and created by A SHADE GREENER FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2023 .

Given at Companies House, Cardiff on 9th August 2023

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 1 August 2023

(1) A SHADE GREENER FINANCE LIMITED
(AS COMPANY)

(2) SANTANDER UK PLC
(AS LENDER)

SUB-MORTGAGE OF MORTGAGE



DATE OF SUB-MORTGAGE

1 August

2023

PARTIES

- (1) **A SHADE GREENER FINANCE LIMITED** (a company incorporated and registered in England and Wales with company number 10668465) whose registered office is situate at Sterling House, Maple Court, Maple Road, Tankersley, South Yorkshire S75 3DP (the "**Company**"); and
- (2) **SANTANDER UK PLC** (a company incorporated and registered in England and Wales with company number 02294747) whose registered office is situate at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Lender**").

IT IS AGREED THAT:

1. DEFINITIONS

1.1 Unless the context otherwise requires, the following expressions shall have the meanings specified below:

"Business Day" means any day (excluding Saturdays, Sundays and national holidays) in England;

"Encumbrance" includes any charge, debenture, mortgage, lien, security assignment or any other encumbrance whatsoever;

"Facility Agreement" means the facility agreement made between (1) the Lender and (2) the Company dated 29 June 2018 and any variation amendment or extension thereof or supplement thereto from time to time in force;

"Mortgaged Property" means the property short particulars of which are set out in Part A of Schedule 1 and includes any part or parts thereof;

"Principal Mortgage" means the mortgage short particulars of which are set out in Part B of Schedule 1;

"Principal Mortgage Debt" means all sums of money now or at any time hereafter due, owing or incurred to the Company on the security of the Principal Mortgage, whether in respect of principal, interest or otherwise;

"Principal Mortgage Debt Documents" means any document creating or evidencing the Principal Mortgage Debt short particulars of which are set out in Part C of Schedule 1;

"Principal Mortgagor" means the mortgagor under the Principal Mortgage and includes (where the context admits) any person deriving title from such mortgagor or entitled to redeem the Principal Mortgage;

"Secured Sums" means all money and liabilities covenanted to be paid or discharged by the Company to the Lender under clause 2.1 below; and

"this security" means all security constituted by or pursuant to this Sub- Mortgage.

1.2 Save as otherwise expressly provided, references in this security to this security or any other document include reference to this security or such other document as varied, supplemented and/or replaced in any manner from time to time.

1.3 In this security, unless the context otherwise requires:

1.3.1 words denoting the singular number only shall include the plural number also and vice versa;

1.3.2 words denoting the masculine gender only shall also include the feminine gender;

1.3.3 words denoting persons only shall include corporations, partnerships and unincorporated associations;

1.3.4 references to clauses, subclauses, paragraphs and Schedules are to be construed as references to clauses, subclauses, paragraphs and Schedules of this security; and

1.3.5 references to any party hereto shall include (where the context permits) their respective successors, assigns or personal representatives (as the case may be).

2. COVENANT TO DISCHARGE THE SECURED SUMS AND ENFORCEMENT OF THIS SECURITY

2.1 The Company hereby covenants that it will on demand in writing pay or discharge to the Lender all money and liabilities now or hereafter due, owing or incurred in whatsoever manner to the Lender by the Company whether on or at any time after such demand, whether actually or contingently, whether solely or jointly with any other person and whether as principal or surety and so that interest shall be computed and compounded according to the usual mode of the Lender after as well as before any demand made or judgment obtained hereunder.

2.2 Upon any of the Secured Sums becoming immediately due and payable, the Lender may declare by notice in writing to the Company that all or any part of this security is enforceable whereupon the same shall become immediately enforceable.

2.3 Any person dealing with the Lender shall not be concerned to see or enquire as to the validity of any declaration, demand or notice, whether under the Facility Agreement, this security or otherwise.

3. CHARGING CLAUSE

3.1 The Company with full title guarantee hereby assigns and charges to the Lender all its right, title and interest in and to the Principal Mortgage Debt and the benefit of the Principal Mortgage and all other securities held by the Company for the Principal Mortgage Debt as continuing security for the payment or discharge of the Secured Sums but subject to the right of the Company to redeem such assignment and charge upon the Secured Sums being paid or discharged in full (and the Lender agrees to release its security over the property comprised in the Principal Mortgage upon such payment and discharge).

3.2 The Company shall within five Business Days of the date of this Deed provide a signed notice of charge and assignment in relation to the Principal Mortgage Debt Documents and the Principal Mortgage in the form set out in Schedule 2. The Lender is authorised to serve that notice of charge and assignment on the underlying mortgagor at any time following the Lender accelerating the liabilities due under the Facility Agreement or otherwise taking enforcement action under or in connection with the Facility Agreement, and upon such service, the Company undertakes to use its reasonable endeavours to procure that the Principal Mortgagor acknowledges to the Lender receipt and acceptance of such notice in the form set out in that Schedule.

3.3 The Company shall promptly following the date of this Deed apply to the Land Registry, and procure that a restriction be entered on the register of any registered land that "No disposition by the proprietor(s) of the registered charge dated [**1 August**] referred to above is to be registered without a written consent signed by the proprietor for the time being of the sub-mortgage dated [**1 August**] in favour of Santander UK plc or their conveyancer".

4. FURTHER ASSURANCE

4.1 The Company shall, if and whenever required by the Lender, at its own cost forthwith perform such acts and execute in such form as the Lender may reasonably require such assurances, deeds and other documents of any kind as the Lender may reasonably require for perfecting this

security and/or facilitating the exercise by the Lender of any of the powers hereby conferred on it and/or to enable the Lender to recover the Principal Mortgage Debt and to enforce the Principal Mortgage.

4.2 Notwithstanding any other term of this Deed, the Company acknowledges that the information set out at Schedule 1 contains incomplete information, and undertakes to execute a replacement sub-mortgage, on substantially the same terms as this but containing complete information in Schedule 1, within five Business Days of the date of this Deed.

5. **CONTINUING SECURITY**

This security shall be a continuing security for the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security, whether by way of mortgage, charge, guarantee or otherwise howsoever, which may now or at any time hereafter be held by the Lender for the discharge of the Secured Sums.

6. **REPRESENTATIONS AND WARRANTIES**

The Company hereby represents and warrants to the Lender that as at the date of this deed:

6.1 to the best of its knowledge and belief, the Principal Mortgagor is the sole legal and beneficial owner of the Mortgaged Property free from Encumbrances (save for the Principal Mortgage) and has good and marketable title to the Mortgaged Property;

6.2 to the best of its knowledge and belief, the Principal Mortgage and the Principal Mortgage Debt Documents have been duly and properly executed in favour of the Company and are in full force and effect and is binding against the Principal Mortgagor and enforceable in accordance with that term;

6.3 each copy of the Principal Mortgage and the Principal Mortgage Debt Documents furnished to the Lender prior to the execution of this Security is accurate and complete in all respects; and

6.4 to the best of its knowledge and belief, no party to the Principal Mortgage or the Principal Mortgage Debt Documents has committed any breach of its obligations under the Principal Mortgage or the Principal Mortgage Debt Documents, or has done or omitted to do any act or thing which with the giving of notice or lapse of time might become such a breach.

7. **NEGATIVE PLEDGE**

The Company hereby covenants that it shall not, without the prior written consent of the Lender create, or attempt to create, or allow to arise or subsist any Encumbrance over any or all of the rights and property assigned or charged to the Lender under clause 3.1 above.

8. **GENERAL COVENANTS**

8.1 The Company covenants with the Lender that it will deposit with the Lender and the Lender shall during the continuance of this security be entitled to hold:

8.1.1 the original of the Principal Mortgage (as executed);

8.1.2 all deeds and documents of title (if any) relating to the Mortgaged Property to which the Company is now or at any time hereafter entitled to possession by virtue of the Principal Mortgage or otherwise; and

8.1.3 all insurance policies relating to the Mortgaged Property to which the Company is entitled to possession (by virtue of the Principal Mortgage or otherwise) and certified copies thereof in all other cases.

8.2 The Company further covenants with the Lender during the continuance of this security that:

8.2.1 the Company will use its reasonable endeavours to procure that the Principal Mortgagor complies with the covenants and obligations on its part contained in the Principal Mortgage Debt Documents and the Principal Mortgage;

8.2.2 the Company shall promptly upon becoming aware of the same notify the Lender in writing of any act, event or omission which causes or can be reasonably foreseen as likely to cause the Principal Mortgagor to be in breach of its obligations under the Principal Mortgage Debt Documents or the Principal Mortgage or which may have a material adverse effect on the ability of the Principal Mortgagor to fulfil its obligations under the Principal Mortgage Debt Documents or the Principal Mortgage or to pay or discharge the Principal Mortgage Debt or on the value of the Mortgage Property;

8.2.3 the Company shall furnish to the Lender all such information relating to the Principal Mortgagor and the Mortgaged Property as the Lender may reasonably request from time to time; and

8.2.4 the Company shall not purport to release or vary the Principal Mortgage at any time during the subsistence of this security, without the prior written consent of the Lender (which shall not be withheld or delayed in the case of redemption of the Principal Mortgage following the payment or discharge in full of the Principal Mortgage Debt).

9. **POWER OF SALE**

Section 103 of the Law of Property Act 1925 shall not apply to this security but the statutory power of sale shall, as between the Lender and a purchaser from the Lender, be exercisable at any time after the execution of this security, provided that the Lender shall not exercise such power of sale until payment of any of the Secured Sums has been demanded hereunder from the Company but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

10. **APPLICATION OF MONEY RECEIVED BY THE LENDER**

10.1 Any money received by the Lender under or by virtue of this Sub-Mortgage shall, subject to the repayment as far as necessary of any claims having priority thereto, be paid or applied in the following order of priority;

10.1.1 first, in satisfaction of all costs, charges and expenses properly incurred, and payments properly made, by the Lender in obtaining such payment;

10.1.2 second, in or towards satisfaction of the Secured Sums in such manner as the Lender may, in its discretion, require; and

10.1.3 third, as to the surplus (if any), to the person or persons entitled thereto;

provided that money received by a receiver and/or manager appointed over the Mortgaged Property shall only be treated as capable of being applied by the Lender in or towards the discharge of the Secured Sums if such money is actually paid to the Lender.

11. **NO OBLIGATION BY THE LENDER TO ENFORCE THE PRINCIPAL MORTGAGE**

The Lender shall be under no obligation to take any steps to call in the Principal Mortgage Debt or to enforce the Principal Mortgage and shall not be liable for any loss arising from any omission on its part to take any such steps.

12. OPENING OF NEW ACCOUNTS

12.1 If the Lender receives notice that the Company has encumbered or disposed of its equity of redemption hereunder, it shall be entitled to close the then current account or accounts of the Company and to open a new account or accounts with the Company and (without prejudice to any right of the Lender to combine accounts) no money paid in or carried to the Company's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any such closed account.

12.2 If the Lender does not open a new account or accounts immediately on receipt of such notice, it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Company to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the sum due from the Company to the Lender at the time when it received such notice.

13. POWER OF ATTORNEY

13.1 The Company hereby irrevocably appoints the Lender the attorney of the Company, in the name and on behalf of the Company, and as its act and deed or otherwise to perform any acts and to execute, seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or other document which may be required of the Company hereunder, or may be deemed proper for the exercise of any rights and powers hereby conferred or to give effect to this security and to convey or transfer a legal estate to any purchaser of the Mortgaged Property.

13.2 The Company hereby covenants with the Lender to ratify and confirm all acts or things made, done or executed by such attorney and that the Lender shall not be answerable for any loss or damage arising in respect of the exercise of the Lender of any of the powers hereby conferred or in any way whatsoever in relation to this security.

14. COSTS, CHARGES AND EXPENSES

14.1 All costs, charges and expenses incurred by the Lender in connection with the negotiation, preparation, execution, administration and enforcement of this security (or any document(s) executed, pursuant hereto) or in connection with the valuation, preservation or realisation of the rights and property hereby charged, shall be recoverable from the Company (on a full indemnity basis) as a debt, may be debited to any account of the Company, shall bear interest accordingly and shall be charged on the rights and property hereby assigned and charged.

14.2 Without prejudice to the generality of the provision of clause 14.1, the costs recoverable by the Lender hereunder shall include:

14.2.1 all legal costs of investigating title to the Mortgaged Property;

14.2.2 all present and future stamp, registration and similar taxes or charges payable in connection with the execution, registration or enforcement of this security (or any document executed pursuant hereto); and

14.2.3 all costs of the Lender of all proceedings for the enforcement of this security or for obtaining payment of the Secured Sums.

15. ASSIGNMENT

15.1 The Lender may at any time assign all or any part of its rights and benefits under this security to any person.

15.2 The Lender may disclose to a potential assignee such information about the Company as shall have been made available to the Lender.

16. **CERTIFICATE OF NON-CONTRAVENTION**

The Company hereby confirms that the charge created by this security does not contravene any of the provisions of the Memorandum and Articles of Association of the Company or the terms of the Principal Mortgage or any Principal Mortgage Debt Document.

17. **STATUTORY REFERENCES AND CLAUSE HEADINGS**

17.1 In this security any reference to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

17.2 The headings used in this security are for ease of reference only and do not affect the construction of the clauses to which they relate.

18. **REMEDIES TO BE CUMULATIVE**

The rights and remedies of the Lender under this security shall be cumulative and not exclusive of any rights and remedies provided by law.

19. **VARIATION OF TERMS**

No variation of this security shall be considered valid and as constituting part of this security, unless such variation shall have been made in writing and signed by the Lender and the Company. The expression 'variation' shall include any variation, supplement, deletion or replacement however effected.

20. **SERVICE OF NOTICE, ETC.**

20.1 Every notice demand or other communication under this deed shall be in writing and may be delivered personally or by letter, despatched as follows:

20.1.1 if to the Lender, to Santander UK plc, Corporate Banking North, Large Corporate Team, Yorks & N.E., 44 Merrion Street, Leeds, LS2 8JQ. for the attention of Paul Watkin;

20.1.2 if to the Company, to Sterling House, Maple Court, Maple Road, Tankersley, South Yorkshire S75 3DP for the attention of Anthony Cundall,

or to such other address in England or Wales as may be notified in accordance with this clause by the relevant party to the other party for such purpose.

20.2 Every notice demand or other communication shall be deemed to have been received (if sent by first class post) on the second Business Day after despatch and (if delivered personally) at the time of delivery if during normal business hours in the place of intended receipt on a Business Day in that place and otherwise at the opening of business in that place on the next succeeding such Business Day.

21. **THIRD PARTIES**

No person other than a party to this Deed may enforce this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.

22. **GOVERNING LAW AND JURISDICTION**

22.1 English law governs this deed and any non-contractual rights arising out of or in connection with it and the English courts have exclusive jurisdiction.

22.2 Each of the parties to this Deed irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales.

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

SCHEDULE 1**PRINCIPAL MORTGAGE AND MORTGAGED PROPERTY****Part A – Mortgaged Properties**

Brief Details of the Property	Title Number at the Land Registry
The freehold property known as Wolverhampton Business Airport, Crab Lane, Bobbington, DY7 5DY	SF473465
The freehold property known as land on the south east side of Six Ashes Road, Halfpenny Green, Stourbridge	SF457183
All rights, title and interest in the land shown unshaded and pinpointed by a red flag on the plans annexed to this Deed	Unregistered
The freehold property known as Narrowboat Way, Hurst Business Park, Brierley Hill	WM349649
The freehold property known as Morgan House, The Hayes Trading Estate, Folkes Road, Stourbridge, DY9 8RG	MM139647
The freehold land and property known as land on the North side of Folkes Road, Lye, Stourbridge	WM676439
The freehold land and property known as M&W Contractors (Pensnett) Ltd, The Hayes Industrial Estate, Folkes Road, Stourbridge DY9 8RG	WM159753

Part B – Principal Mortgages

Mortgages of the Mortgaged Property dated
Lilactame Limited (CRN: 09752781) to the Company

2023 granted by the Principal Mortgagor and

Part C – Principal Mortgage Debt Documents

Facility Agreement dated 1 August 2023

Debenture dated 1 August 2023 (Pegasus Grab Hire Holdings Limited)
Debenture dated 1 August 2023 (Halfpenny Estates Limited)
Debenture dated 1 August 2023 (Pegasus Grab Hire Limited)
Debenture dated 1 August 2023 (Lilactame Limited)
Debenture dated 1 August 2023 (Wolverhampton Airport Limited)
Debenture dated 1 August 2023 (Stockstame Limited)
Debenture dated 1 August 2023 (Wolverhampton Airport Properties Limited)
Debenture dated 1 August 2023 (Wolverhampton Airport Investments Limited)

Charge over the Shares in the capital of Pegasus Grab Hire Holdings Limited from Antony David Hall and Vicki Michelle Hall dated 1 August 2023

Charge over the Shares in the capital of Halfpenny Estates Limited from Pegasus Grab Hire Holdings Limited dated 1 August 2023

Charge over the Shares in the capital of Pegasus Grab Hire Limited from Pegasus Grab Hire Holdings Limited dated 1 August 2023

Charge over the Shares in the capital of Stocktame Limited from Halfpenny Estates Limited dated 1 August 2023

Charge over the Shares in the capital of Lilactame Limited from Stocktame Limited dated 1 August 2023

Charge over the Shares in the capital of Wolverhampton Airport Investments from Stocktame Limited dated 1 August 2023

Charge over the Shares in the capital of Wolverhampton Airport Limited from Wolverhampton Airport Investments Limited dated 1 August 2023

Charge over the Shares in the capital of Wolverhampton Airport Properties Limited from Wolverhampton Airport Investments Limited dated 1 August 2023

SCHEDULE 2

FORM OF NOTICE TO PRINCIPAL MORTGAGOR AND ACKNOWLEDGEMENT

TO: [•Principal Mortgagor]

Dear Sirs

Property known as •

We hereby give notice to you that the benefit of the loan agreement [details] dated [] and made between you and us and the mortgage granted by you to us on [•] over the above property was by a Sub-Mortgage dated [•] assigned to Santander UK plc (the "**Lender**").

All future repayments of principal and all future payments of interest must be made to the Lender at the address below and not to us.

You are authorised and instructed, without further approval from us, to comply with your obligations (including without limitation your payment obligations) under the above documents in accordance with the written instructions of the Lender; and

The accompanying copy of this letter is intended for use as an acknowledgement and should be duly completed where indicated below, signed and returned to the Lender at Santander UK plc, Corporate Banking North, Large Corporate Team, Yorks & N.E., 44 Merrion Street, Leeds, LS2 8JQ, for the attention of Paul Watkin.

Yours faithfully

for and on behalf of

A Shade Greener Finance Limited

We acknowledge receipt of the notice of which this is a copy and hereby confirm that we shall make all future repayments of principal and all future payments of interest to Santander UK plc as requested above.

Dated [•]

(Signed) [•]

Date [•]

EXECUTED and DELIVERED AS A)
DEED by A SHADE GREENER FINANCE)
LIMITED

acting by one director

Melanie Fourie

in the presence of:

Witness signature

Racheal Parlett

Witness name (block capitals)

R M Parlett

Sterling House, Maple Court, Tankersley, S75 3DP

Witness address

EXECUTED and **DELIVERED AS A**
DEED by **SANTANDER UK PLC**
acting by one attorney
Paul Watkin

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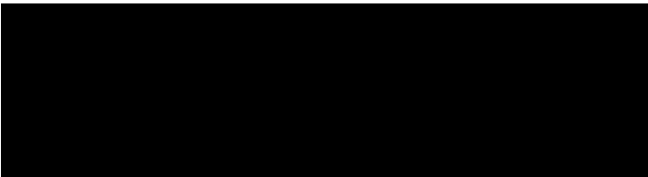
in the presence of:



Witness signature
Caroline Watkin

.....

Witness name (block capitals)



Witness address

APPENDIX – Plans

