

# LL MR01

## Particulars of a charge created by a Limited Liability Partnership (LLP)



Companies House

680813

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 the  
instrument. Use form L



\*R4GICJB\*  
RCS 22/09/2015 #5  
COMPANIES HOUSE  
\*A4G5ICU1\*  
A18 17/09/2015 #466  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the  
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  
scanned and placed on the public record **Do not send the original**

### 1 LLP details

LLP number         ✓  
LLP name in full  ✓

☒ ☐ ☐ 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            ✓

### 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  ✓

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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## 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

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

Brief description

The freehold land known as Land at North Road, Cowbridge registered at HM Land Registry under title number CYM635109

X

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## 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

✓

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## 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 LLP?

☐ Yes

7

## Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP from creating 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 LLP 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 LL MR06)

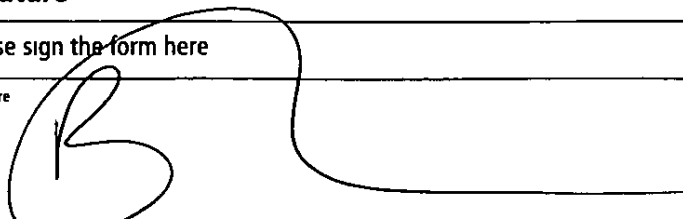
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## Signature

Please sign the form here

Signature

X



X

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

Signature

# LL MR01

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### 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 **Talia Atkins**

LLP name **Valentine Homes (Cowbridge) LLP**

Address

Post town

County/Region

Postcode

Country

DX

**33097 Cardiff 1**

Telephone

**02920345511**



### Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register.
- ☐ 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 LLPs registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For LLPs 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 LLPs 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](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)**

## PROFORMA

Company Number Valentine Homes (Cowbridge) LLP

Company Name OC393643

Contact Name/ Organisation Talia Atkins, Berry Smith LLP DX 33097 Cardiff

Address DX 33097 Cardiff

**The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☒ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☒ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge  
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge  
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge  
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge  
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge  
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge  
(applies only to MR10/LL MR10)

**Please give the instructions in the box below)**

**Please amend the floating charge tick box to Yes.**

**Please amend the brief description of the property to all property assets and undertakings of Valentine Homes (Cowbridge) LLP**

DX



**FILE COPY**

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

LLP number: OC393643

Charge code: OC39 3643 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th September 2015 and created by VALENTINE HOMES (COWBRIDGE) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 22nd September 2015

Given at Companies House, Cardiff on 23rd September 2015



**Companies House**



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

 THIS FLOATING CHARGE is dated 11 September 2015

and made BETWEEN:

- (1) VALENTINE HOMES (COWBRIDGE) LLP (registered number: OC393643) whose registered office is at The Old Coach House, 32 Glanogwr Road, Bridgend CF31 3PF (the "Chargor").
- (2) PRINCIPALITY BUILDING SOCIETY whose head office is at Principality Buildings, Queen Street, Cardiff CF10 1UA (the "Society").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 In this Charge:

"Secured Liabilities"

shall mean all moneys, obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Chargor to the Society whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style on any account or in any manner whatsoever.

We certify that this is a  
true and complete copy  
of the original

Dated 15.09.15  
FERRY SMITH LLP  
The Old Coach House  
32 Glanogwr Road  
Bridgend CF10 3GA

2 COVENANT TO PAY

- 2.1 The Chargor covenants with the Society that the Chargor will pay and discharge the Secured Liabilities on the due date(s) or, if no date has been agreed or specified, immediately on demand by the Society.
- 2.2 The Chargor further covenants with the Society that it will pay interest (as well after as before any demand or judgment) on the Secured Liabilities at the rate applicable to such liabilities or, in the absence of any such agreed rate, at the rate of three (3) % per annum above the Society's Commercial Lending Base Rate, such interest to be compounded monthly in the event of it not being duly and punctually paid

3 FLOATING CHARGE

- 3.1 The Chargor with full title guarantee hereby charges all its property, assets and undertaking present and future by way of floating charge as a continuing security to the Society for the payment and discharge of the Secured Liabilities.
- 3.2 The Society may convert the floating charge at any time by notice in writing to the Chargor into a fixed charge as regards to any property or assets which the Society considers to be in jeopardy. The floating charge shall, unless otherwise agreed in writing by the Society automatically and without notice immediately be converted into a fixed charge in the event



that the Chargor shall create or permit and subsist any mortgage, charge, pledge, lien or other security interest other than this Charge or any person takes any step to levy any distress, attachment, execution or other legal process against any of the said property or assets.

- 3.3 This charge shall be in addition to and shall not prejudice, determine or affect any other such security which the Society may from time to time hold for or in respect of all or any of the Secured Liabilities. No prior security held by the Society over the property and assets charged by this Charge shall merge with the security hereby created which shall remain in full force and effect as continuing security until discharged by the Society.

#### **4 RESTRICTIONS**

- 4.1 The Chargor shall not without the prior written consent of the Society.
- 4.1.1 create or permit to subsist any mortgage, charge, pledge, lien or other security interest on any of its property or assets other than in favour of the Society; and
- 4.1.2 sell, transfer, lease, lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its property or assets or enter into any agreement or grant any option for any such sale, transfer, lease, loan or other disposals.

#### **5. ENFORCEMENT**

- 5.1 This Charge shall become enforceable immediately upon the making of demand by the Society for the payment or discharge of the any of the Secured Liabilities.
- 5.2 Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory power of sale and all other powers under that or any other Act as varied or extended by this Charge shall arise on and be exercisable at any time after the Society shall have demanded the payment or discharge by the Chargor of any of the Secured Liabilities.
- 5.3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Charge.

#### **6 APPOINTMENT OF ADMINISTRATOR**

- 6.1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (the "Insolvency Act") applies to the floating charge created under this Charge. Accordingly, at any time after the Society becomes entitled to exercise the powers referred to in clause 5.2, the Society may appoint an administrator of the Chargor under the Insolvency Act.

#### **7 RECEIVER**

At any time after this Charge has become enforceable or if the Chargor so requests in writing the Society may without further notice to the Chargor appoint by writing under hand or under seal any one or more persons either singly jointly severally or jointly and severally to be a receiver (each a "Receiver") of all or any part of the property charged by this Charge and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.

7.2 Any Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and the payment of his remuneration.

7.3 Any Receiver shall subject to any liabilities or restrictions expressed in the deed or instrument appointing him have all the powers conferred by statute on mortgagees in possession (but without liability as such) and receivers which in the case of joint receivers may be exercised either jointly or severally. In addition, but without prejudice to the generality of the foregoing, the Receiver shall have power (in the name of the Chargor or otherwise and in such manner and on such terms and conditions as he shall think fit) to:

7.3.1 take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings,

7.3.2 carry on or concur in carrying on the business of the Chargor and to raise money from the Society or others on the security of any property charged by this Charge,

7.3.3 purchase or acquire any land and purchase, acquire and grant any interest in or right over land;

7.3.4 sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Charge and to carry any such transactions into effect;

7.3.5 sell, assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed;

7.3.6 make any arrangement or compromise between the Chargor and any other person which he may think expedient;

7.3.7 make and effect all repairs improvement and insurances;

7.3.8 purchase materials tools equipment goods or supplies;

7.3.9 call up any uncalled capital of the Chargor with all the powers conferred by the Articles of Association of the Chargor in relation to calls;

7.3.10 employ engage and appoint managers and other employees and professional advisers,

7.3.11 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Charge and which he lawfully may or can do

## 8. APPLICATION OF PROCEEDS

Any moneys received by the Society or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Charge be applied in the following order but without prejudice to the right of the Society to recover any shortfall from the Chargor:

- 8.1.1 in the payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him;
- 8.1.2 in the payment of the Receiver's remuneration;
- 8.1.3 in or towards the satisfaction of the moneys obligations and liabilities secured by this Charge in such order as the Society in its absolute discretion thinks fit;
- 8.1.4 in payment of the surplus (if any) to the person or persons entitled to it.

- 8.2 All moneys received recovered or realised by the Society under this Charge may be credited at the discretion of the Society to any suspense or impersonal account and may be held in such account for so long as the Society shall think fit pending its application from time to time in or towards the discharge of any of the moneys obligations and liabilities secured by this Charge.

## **9 PROTECTION OF THIRD PARTIES**

- 9.1 No person dealing with a Receiver or the Society shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Society.
- 9.2 All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a Receiver or the Society.

## **10. ENTRY INTO POSSESSION**

- 10.1 If the Society or any Receiver shall enter into possession of the property hereby charged or any part thereof it or he may from time to time and at any time go out of such possession. Neither the Society nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Chargor for anything except its or his actual receipts or be liable to the Chargor for any loss or damage arising from any realisation of the property hereby charged or from any act default or omission in relation thereto

## **11 POWER OF ATTORNEY**

- 11.1 The Chargor irrevocably appoints the Society any Receiver and any person nominated by the Society jointly and also severally to be the attorney of the Chargor with the power of

substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents which the Society or any Receiver may require or deem proper for any of the purposes of or which the Chargor ought to do under this Charge.

- 11.2 The Chargor agrees to ratify and confirm anything such attorney shall lawfully and properly do.

## **12 NEW ACCOUNTS**

- 12.1 If the Society shall at any time receive actual or constructive notice of any charge or other interest affecting any part of the property hereby charged then the Society may open a new account or accounts for the Chargor and if the Society does not do so then the Society shall be treated as if it had in fact done so at the time when it received or was deemed to receive notice and as from that time all payments made by the Chargor to the Society shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Charge at the time when the Society received or was deemed to have received such notice.

## **13 FURTHER ASSURANCE**

- 13.1 The Chargor shall at its own cost whenever requested by the Society immediately execute and sign all such deeds and documents and do all such things as the Society may require for the purpose of perfecting or more effectively providing security to the Society for the payment and discharge of the Secured Liabilities or to facilitate the realisation of the property and assets mortgaged and charged by this Charge or the exercise of any rights vested in the Society or any Receiver.

## **14 SET-OFF**

- 14.1 The Society may at any time and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Society and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Society on any other account or in any other respects. The Society shall notify the Chargor that such a transfer has been made.

## **15 COSTS AND INDEMNITY**

- 15.1 All costs and expenses incurred by the Society in relation to this Charge or the Secured Liabilities including for the avoidance of doubt all amounts the Society may from time to time require to compensate it for its internal management and administrative costs and expenses shall be reimbursed by the Chargor to the Society on demand on a full indemnity basis and until so reimbursed shall carry interest in accordance with the provisions set out

in clause 2.2 from the date of payment to the date of reimbursement and be secured on the property charged by this Charge. A certificate signed by the Society as to the amount of such costs and expenses shall be conclusive and binding upon the Chargor.

- 15.2 The Society and every Receiver attorney or other person appointed by the Society under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the property charged by this Charge in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Charge and against all actions proceedings losses costs claims and demands in respect of any matter or thing done or omitted in any way relating to the property charged by this Charge and the Society and any such Receiver may retain and pay all sums in respect of the same out of the moneys received under the powers conferred by this Charge.

## 16 MISCELLANEOUS

- 16.1 The provisions of this Charge shall be severable and if at any time any one or more such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired.
- 16.2 The rights and remedies of the Society provided by this Charge are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time and as often as the Society may deem expedient.
- 16.3 Any reference in this Charge to any statute or any 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 ASSIGNMENT

- 17.1 The Society shall have a full and unfettered right to assign the whole or any part of the benefit of this Charge and the expression 'the Society' shall include its successors and assigns and the Society shall be entitled to disclose any information to any actual or prospective assignee successor or participant.

## 18 NOTICES

- 18.1 Any demand or notice under this Charge shall be in writing signed by any manager or officer of the Society and may be served personally on any director or the secretary of the Chargor

or may be sent by post or may be delivered to the registered office of the Chargor or its last known place of business. If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered.

**19 LAW**

19.1 This Charge shall be governed by and construed in accordance with the laws of England and Wales and the Chargor irrevocably submits to the non-exclusive jurisdiction of the English and Welsh Courts.

**IN WITNESS** whereof the Chargor has executed this Charge as a Deed on the date stated above.

**EXECUTED as a Deed**

**By VALENTINE HOMES**

**(COWBRIDGE) LLP**

acting by two of its members:



Member



Member

**SIGNED by**

**for and on behalf of**

**PRINCIPALITY BUILDING SOCIETY**