

MG01

Particulars of a mortgage or charge

179391/13

Oyez

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



L1CXKARE

LD3

11/07/2012

#64

COMPANIES HOUSE

For official use

1 Company details

Company number 0977340
Company name in full George Wimpey South West Limited

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 26/06/2012

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Legal Charge (the "Legal Charge") between George Wimpey South West
Limited (the "Mortgagor") and Somer Community Housing Trust (the
"Mortgagee")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured Pursuant to Clause 2.1 (Covenant to Pay) the
Mortgagor covenants with the Mortgagee that it
shall discharge the Secured Obligations.

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Somer Community Housing Trust (Regn. No 03574882)
Address	The Maltings, River Place, Lower Bristol Road Bath
Postcode	B A 2 1 E D
Name	
Address	
Postcode	

Continuation page

Please use a continuation page if you need to enter more details

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. Pursuant to Clause 3 (Charge), the Mortgagor with full title guarantee charges the Property as a continuing security to the Mortgagee for the performance of the Secured Obligations:</p> <p>3.1 by way of first legal mortgage; or</p> <p>3.2 to the extent that the Property is not the subject of a mortgage under clause 3.1 above, by way of a first fixed charge</p> <p>2. Pursuant to Clause 4.4 (Not to alter buildings etc), the Mortgagor covenants not, without the previous consent in writing of the Mortgagee or otherwise in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Mortgagee in writing, make any alterations to any buildings, erections or structures, fixed plant or machinery, fixtures or fittings for the time being forming part or the Property or put up or erect any new buildings.</p> <p>3. Pursuant to Clause 4.10 (Creation of other mortgages etc), the Mortgagor covenants not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Property other than this security.</p> <p>4. Pursuant to Clause 4.11 (Sale etc of Property), the Mortgagor covenants not sell, lease or dispose of the Property or any estate or interest in it or share or part with possession or occupation of it.</p> <p>5. Pursuant to Clause 4.12 (Perfection of Security), the Mortgagor covenants to execute and do all such assurances and things as the Mortgagee may require for perfecting this security, preserving the Property, facilitating the realisation of the Property in such manner as the Mortgagee may think fit and directs and exercising all powers authorities and discretions conferred by this charge or by law on the Mortgagee or any receiver appointed by it.</p> <p><i>Please see continuation page</i></p>

Continuation page

Please use a continuation page if you need to enter more details

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

None

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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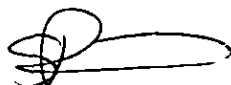
Signature

Please sign the form here

Signature

Signature

X



X

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

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Samantha Poulter

Company name

Devonshires Solicitors

Address

30 Finsbury Circus

London

Post town

County/Region

Postcode

E

C

2

M

7

D

T

Country

DX

DX 33856 Finsbury Square

Telephone

0207 880 4344



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Address

Postcode

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

6. Pursuant to Clause 6 (Perfection of Security), the Mortgagor consents to an application being made by the Mortgagee to the Land Registrar for the following restriction to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the proprietor for the time being of the charge dated 26 June 2012 in favour of Somer Community Housing Association Limited referred to in the charges register or their conveyancer or by the proprietor for the time being of the estate registered under Title Number WT249882 or their conveyancer that the provisions of that charge have been complied with"

Definitions

"**Agreement**" means the Land Contract and the Building Contract of the even date and made between Taylor Wimpey UK Limited and the Mortgagee for the sale and purchase of twenty plots at land on South side of Sandridge Road, Melksham (the **Land Contract**) and the construction of plots 36, 37, 38, 39, 40, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79 (inclusive) at land on South side of Sandridge Road, Melksham "the **Build Contract**"

"**Costs**" means all fees, costs, charges, losses and expenses of any kind, including (without limitation) costs and damages in connection with:

(1) litigation, professional fees, disbursements and any unrecoverable VAT (charges on Costs) which the Mortgagee or any receiver may incur in relation to enforcement of the Legal Charge

(11) exercising the Step In Rights under and as defines in the Transfer and undertaking such works as are deemed in the opinion of the Mortgagee required (acting reasonably) to complete such parts of the Development as defined in the Agreement in order to provide such access services that are deemend necessary by the Mortgagee or such other works required in each case in the opinion of the Mortgagee upon the Estate including without limitation the construction of any structures conduits service media and access ways as may be necessary in the opinion of the Mortgagee to ensure completion of the Development as required for occupation and use of the relevant Dwellings and satisfy any statutory requirements

(111) any diminution in the value of the Mortgagee's Property or any part thereof and any losses arising from the Mortgagee being unable to occupy or offer for rent the Mortgagee's Property and any associated costs thereof

"**Mortgagee's Property**" means the freehold property transferred to the Mortgagee pursuant to the Transfer being the land shown edged red on the plan entitle "Transfer Plan"

Please see continuation page

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Amount secured

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Amount secured

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>" Charged Property " means Plots 1,2,3 and 4 of land on South Side of Sandridge Road, Melksham as shown edged and hatched yellow on the attached plan together with all rights over the remaining land comprised in the Title Number which would have been implied in favour of the Charged Property if the remaining land had (simultaneously with this charge) been conveyed to a third party together with full right and liberty for the Mortgagee (in the absence of the mortgagor completing such work) to enter on such of the remaining land as is necessary to make up roads to service the Charged Property and lay such drains sewer pipes cables wires and other conducting media as shall be necessary to provide all usual services to and from the dwellings intended to be construction on the Charged Property offering them for adoption where relevant together withall fixtures and fittings (including tarde fixtures and fitting) and fixed plant and machinery in or about it and all and every interest in it or in the proceeds of sale of it the Mortgagor may charge at law or in equity and where the context admits references to 'the Charged Property' include any part of it</p> <p>"Phase Road" means part of the Estate Road as defined in the Agreement to be constructed on the land shown coloured yellow on the Plan</p> <p>"Plan" means the plan annexed to this Legal Charge</p> <p>"Property" means the Charged Property</p> <p>"Secured Obligations" means the obligation on the Mortgagor to complete the construction of the Phase Road to base course level by 1 June 2015 in accordance with the Building contract together with all Costs, all present and future money and liabilities for the time being due owing or incurred to the Mortgagee by the Mortgagor whether actually or contingently solely or jointly with any other person or as principal or surety or in any other capacity whatsoever including sums becomin due under this charge and discount commision or other lawful Charges and expense the Mortgagee may in the course of its business charge for keeping the Mortgagor's account or in respect of any of the matter specified above and so that interest shall be computed (any such money and liabilities being "Secured Liability" and together "Secured Liabilities")</p> <p>"Title Number" means land Registry title number WT249882</p> <p>"Transfer" means a transfer of today's date entered into by the Mortgagor and the Mortgagee pursuant to the Land Contract</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 977340
CHARGE NO. 19**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 26 JUNE
2012 AND CREATED BY GEORGE WIMPEY SOUTH WEST
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO SOMER COMMUNITY HOUSING
TRUST ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS
OF THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 11
JULY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2012

DT



Companies House
— for the record —



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