

368931/13

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

**MR01****Particulars of a charge**

Laserform

**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 there is  
instrument Use form MR08

FRIDAY



\*A4MIQEH5\*

A12

18/12/2015

#378

COMPANIES HOUSE

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

**1****Company details**

0337

For official use

Company number 01108676 ✓

Company name in full LINDEN LIMITED ✓

→ **Filing 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 d1 d1 m1 m2 y2 y0 y1 y5 ✓

**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 HOMES AND COMMUNITIES AGENCY ✓

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

MR01

Particulars of a charge

4

**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

Brief description

BLOCK G (INCLUDING PLOTS 174-193 INCLUSIVE) AT GREYFRIARS QUARTER

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

5

**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

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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

✓ ☒ No

8

**Trustee statement ①**

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

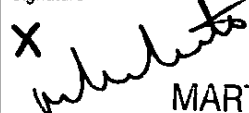
9

**Signature**

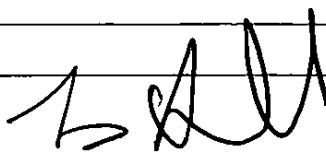
Please sign the form here

Signature

Signature

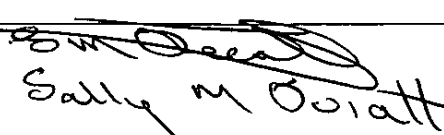
X  X

MARTIN JOHN WHITE



JAMES HURFORD

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

  
Sally M Borlath

# MR01

## Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name JULIAN MENZIES

Company name SHOOSMITHS LLP

Address THE LAKES

NORTHAMPTON

Post town NN4 7SH

County/Region

Postcode

Country

DX 712280 NORTHAMPTON 12

Telephone 01604-543567



### 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](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)



**FILE COPY**

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

Company number. 1108676

Charge code: 0110 8676 0337

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2015 and created by LINDEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2015.

*DX*

Given at Companies House, Cardiff on 29th December 2015



**Companies House**



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

Legal Charge in respect of Block G (including plots 174-193 inclusive) at Greyfriars Quarter,  
Gloucester

Dated 11 December 2015

We hereby certify  
this to be a true  
copy of the original  
Shoosmiths LLP

The Lakes  
Northampton

Shoosmiths LLP

**Linden Limited**  
(Developer)

**Homes and Communities Agency**  
(Agency)

CAUTION – If given by a company this charge MUST be registered at Companies House  
within 21 days of completion

## Legal Charge

**Dated**

**Between**

- (1) **Linden Limited** (Company Registration No 01108676) whose registered office is situate at Cowley Business Park, Cowley, Uxbridge UB8 2AL (**Developer**), and
- (2) **Homes and Communities Agency** of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington WA3 7QH (**Agency**)

## 1. Definitions

In this Legal Charge the following definitions apply

**Acceleration Date** means the twenty eight day after service of written notice invoking the Acceleration Date by the Agency on the Developer following

- (a) a material breach by the Developer of the terms of this Deed or
- (b) entry by the Developer into liquidation (other than for amalgamation or reconstruction where the Developer is solvent)

**Development Agreement** means a Development Agreement dated 1 May 2009 made between (1) the Agency (2) the Developer and (3) Galliford Try plc and any document supplemental to it or entered into pursuant to its terms wherein the Developer covenanted to pay the Overage Payments in accordance with Schedule 4 of the Development Agreement

**Disposal** means any disposal or dealing (whether by way of transfer or lease or any other disposal) by the Developer of any House to a purchaser in accordance with the terms of the Development Agreement

**House** means a residential unit within the Property

**Interest Rate** means 4% per annum over the Base Rate from time to time of Barclays Bank plc

**Overage Payments** has the meaning ascribed to it in the Development Agreement

**Property** means the freehold property described in the Schedule

## 2. Interpretation

- 2.1 References to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute
- 2.2 The headings of clauses are for ease of reference only and shall not affect construction

- 23 References to the Agency and the Developer shall include their respective successors and assigns (including in the case of the Agency statutory successors)

### **3. Legal Charge**

The Developer with full title guarantee charges the Property by way of first legal mortgage with payment to the Agency of all money becoming due to the Agency under the Development Agreement

### **4. Payment covenants**

The Developer covenants with the Agency to pay to the Agency.

- (a) all sums becoming due under the Development Agreement,
- (b) interest at the Interest Rate on all money due under this Deed from the date when such money becomes due until payment,
- (c) on demand all proper and reasonable costs and expenses incurred by the Agency in connection with the actual or intended exercise of any power of the Agency under this Legal Charge
- (d) on the Acceleration Date the balance of the Overage Payment due under the Development Agreement in respect of the Property

### **5. Developer's other covenants**

The Developer covenants with the Agency

- (a) to keep the Property and all additions in good repair to maintain the decorations in good order and to keep the gardens in a proper state of cultivation having regard to its status as a development site,
- (b) to insure the Property and all buildings thereon in an insurance office of repute against the risks comprised in the usual householders policy of the nominated office (if any) or otherwise as reasonably required by the Agency and in an amount at least equal to the full value thereof and to note the Agency's interest on such policy,
- (c) to lodge a copy of the policy of insurance with the Agency and promptly to forward any later endorsements to the Agency and to produce to the Agency within 14 days of each renewal date the premium receipt or other proof of payment,
- (d) to expend all sums payable under any policy of insurance (whether or not maintained under this sub-clause) at the option of the Agency in making good the damage leading to the payment or in reduction of the capital debt outstanding under this Legal Charge,
- (e) to pay all rates taxes assessments and outgoings charged upon or otherwise payable in respect of the Property,
- (f) to use the Property for mixed residential and commercial purposes only and to comply with all statutory requirements affecting the Property,

- (g) to forward to the Agency a copy of any notice affecting the Property received from any public or statutory authority or from the owner or occupier of any neighbouring premises,
- (h) to observe and perform all covenants and obligations (including statutory obligations) affecting the Property and to indemnify the Agency against any damage loss or liability arising from breach or non-performance thereof,
- (i) to permit the Agency and any other person reasonably authorised by it in writing to enter upon and inspect the Property or to carry out any work upon the Property,
- (j) not to sell, lease, licence or otherwise dispose of the Property otherwise than in accordance with the Development Agreement

## **6. The Agency's default powers**

The Agency shall have power (but shall not be obliged whether under this Legal Charge or by implication) to make good any breach of any obligation on the part of the Developer and the costs and expenses in respect of any such action shall be repayable to the Agency and shall become due upon the amount thereof being notified to the Developer in writing

## **7. Power of sale**

The power of sale and all other statutory powers vested in the Agency (including the power to appoint a receiver) shall in favour of a purchaser or other party dealing with the Agency for value arise upon the date of this Legal Charge and shall become exercisable by the Agency without notice to the Developer immediately on the happening of any one or more of the following events

- (a) default on the part of the Developer in observing or fulfilling any of its obligations under this Legal Charge or the Development Agreement,
- (b) if a distress or execution is levied or issued against any property of the Developer or any steps are taken by any person to enforce any rights in respect of the same, or
- (c) if the Developer enters into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation) or makes any composition with creditors

## **8. Consolidation**

Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge

## **9. Security power of attorney**

The Developer by way of security to secure the proprietary interest in and the performance of, obligations owed to the Agency irrevocably appoints the Agency and any receiver severally to be the attorney or attorneys of the Developer and in the Developer's name and otherwise on the Developer's behalf to do all acts and things and to execute, deliver and perfect all instruments, acts and things which may be required for carrying out (i) any right or power conferred on the Agency and/or any receiver and (ii) any obligation imposed on the Developer whether pursuant to this Legal Charge or by law



## 10. Restriction

The Developer agrees to the registration at the Land Registry against the registered title of the Property of a restriction in the following terms

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 written consent signed by the proprietor for the time being of the charge dated *[insert date of Legal Charge]* in favour of Homes and Communities Agency referred to in the charges register or their conveyancer (Form P)

## 11. Release

- 11 1 Provided that the Developer has paid all sums due and payable in accordance with Clause 4, on the Disposal of each House the Agency will at the Developer's request and expense provide a letter of consent to enable the Disposal of the House to be registered at the Land Registry
- 11 2 At any time following payment by the Developer of all due under Clause 4, the Agency will (at the request of the Developer) discharge its legal charge over the Property created by Clause 3 and release the Developer from all other obligations under this Deed whereupon this Deed shall cease

## 12. Third parties

It is agreed and declared that no person who is not a party to this Legal Charge shall be entitled in his own right to enforce any term of this Legal Charge pursuant to the Contracts (Rights of Third Parties) Act 1999

## 12. VAT

- 13 1 All money payable under this Deed is paid exclusive of Value Added Tax insofar as it is properly payable
- 13 2 In the event of Value Added Tax being chargeable on such money the Developer will on demand and upon production of a valid and proper Value Added Tax invoice pay it to the Agency at the appropriate rate

**Executed** by the parties as a Deed

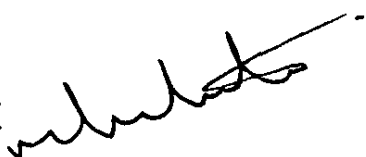
## Schedule

Block G (including plots 174-193 inclusive) at Greyfriars Quarter, Gloucester as shown edged red on the plan annexed hereto

**SIGNED as a Deed**

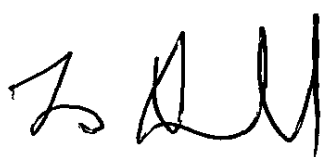
by

MARTIN JOHN WHITE



(Print name of Attorney)

JAMES HURFORD

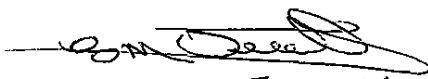


(Print name of Attorney)

For **LINDEN LIMITED**

in the presence of

witness signature



Name (in full)

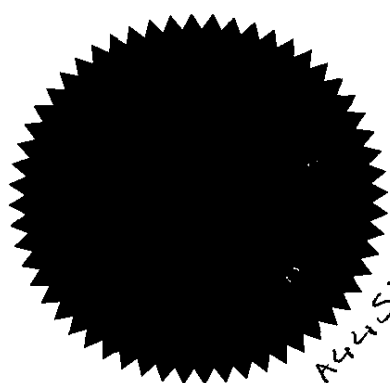
Sally M Oviatt

Address c/o Linden House,  
The Jacobs Building,  
Berkeley Place, Clifton,  
Bristol BS8 1EH

**THE COMMON SEAL of HOMES AND  
COMMUNITIES AGENCY**

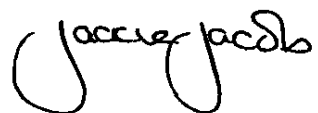
was hereunto affixed in the presence of -

)  
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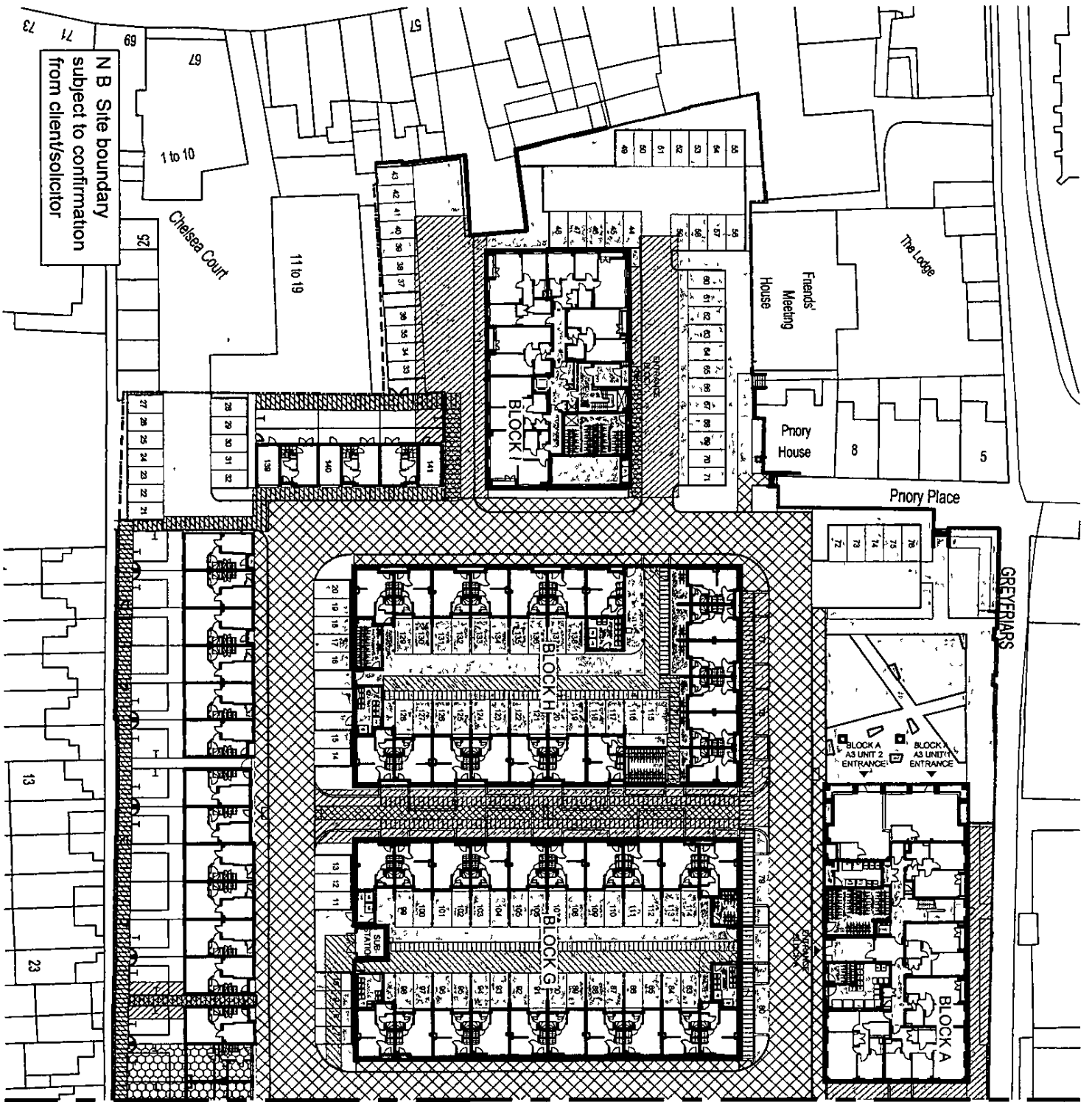


144583

Authorised Signatory



Jackie Jacob  
Head of Programmes



REFER DRAWING 31617\_L(0)018 FOR REMAINING GREYFRIARS SITE

# Stride Treglown

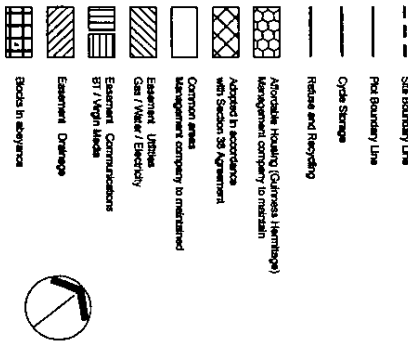
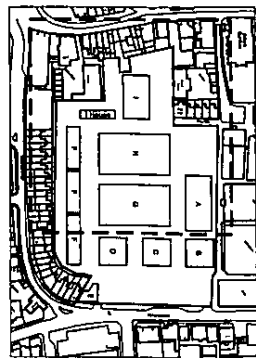
GLOSCART - Media and Greyfriars Sites  
Gloucester  
For Linden Limited

Greyfriars Site  
Block Transfer Plan  
Sheet 1

FOR APPROVAL

DATE: 24.04.15  
DRAWN BY: BG  
CHECKED BY: BG  
REVISION: A

31617\_L(0)017



Responsibility is not accepted for errors made by others in reading from this drawing. All construction information should be taken from signed drawings only.