



**Registration of a Charge**

Company name: **PROPERTY FINANCE NOMINEES (NO.3) LIMITED**

Company number: **03204842**



X740PNC9

Received for Electronic Filing: **16/04/2018**

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**Details of Charge**

Date of creation: **13/04/2018**

Charge code: **0320 4842 0021**

Persons entitled: **TOPLAND JUPITER LIMITED**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CHARLIE PAGLIERO**



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

Company number: 3204842

Charge code: 0320 4842 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th April 2018 and created by PROPERTY FINANCE NOMINEES (NO.3) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th April 2018 .

Given at Companies House, Cardiff on 18th April 2018

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

13 April

2018

Property Finance Nominees (No.3) Limited

and

Topland Jupiter Limited

### Sub-Charge

of a legal charge pursuant to a debenture granted by Millingate Gosport Developments Limited  
in favour of Property Finance Nominees (No.3) Limited

Teacher Stern LLP 37-41 Bedford Row London WC1R 4JH

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## Sub-charge

Dated

13 APR

2018

- (1) **Property Finance Nominees (No.3) Limited** a company incorporated in England and Wales with company number 03204842 whose registered office is at 1st Floor Health Aid House, Marlborough Hill, Harrow, Middlesex, HA1 1UD as chargor (the **Chargor**) and
- (2) **Topland Jupiter Limited** (a company registered in England and Wales with company number 07468546) whose registered office is at 55 Baker Street London W1U 7EU as charge (**Topland**)

### 1. Definitions

**Charge** a first ranking legal charge over the Property contained in a debenture dated 10 February 2017 and made between (1) Millngate Gosport Estates Limited (as chargor) and (2) Property Finance Nominees (No.3) Limited (as Lender)

**Facility Agreement** a facility agreement to be entered into on or around the date of this Deed and made between (1) Millngate Gosport Developments Limited (2) Millngate Gosport Estates Limited Milln Gate Limited and Antony Donald Sweeny, as Guarantors (3) Property Finance Nominees (No.3) Limited and Topland Jupiter Limited as Original Lenders (4) Property Finance Nominees (No.3) Limited, as the Facility Agent and the Security Agent

**Property** all that freehold property known as Brockhurst Gate, Fareham Road, Gosport, Hants PO13 0AF and registered at the Land Registry with title number HP779386 and all that freehold property known as land at Heritage Way, Gosport registered under title number HP801699

**Secured Obligations** all monies now or at any time hereafter becoming due or owing by the Chargor to the lenders pursuant to the Facility Agreement

### 2. Charge

The Chargor covenants to discharge the Secured Obligations in accordance with the terms of the Facility Agreement and as a continuing security for such discharge charges at law to Topland the Chargor's rights title and interest under the Charge

### 3. Powers of Topland

3.1 Section 103 of the Law of Property Act 1925 shall not apply and Topland may exercise its power of sale and other powers under that Act or the Land Registration Act 2002 or any other Act or this Deed at any time after the date of this Deed

3.2 Topland will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by Topland

3.3 Section 93(1) of the Law of Property Act 1925 shall not apply to this Deed

**4. Negative Pledge**

The Chargor hereby covenants that without the prior written consent of Topland it shall not nor shall it agree or purport to create or permit to subsist any security over the security created by this Deed whether in any such case ranking in priority to or pari passu with or after the security created by this Deed

**5. Registration**

The Chargor hereby applies to the Chief Land Registrar for the registration of the sub charge created by this Deed on the charges register of the registered title of the Property

**6. Further assurance**

The Chargor shall on demand execute and do all such assurances acts and things and give all notices orders and directions which Topland may reasonably require for perfecting or protecting the security created by this Deed

**7. Notices**

The provisions as to notices set out in the Facility Agreement shall apply to this Deed

**8. Governing Law**

8.1 This Deed shall be governed by and construed in accordance with English law

8.2 The parties irrevocably agree that the courts of England shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Deed and for such purposes the parties irrevocably submit to the jurisdiction of such courts

**9. Interpretation**

9.1 The expressions "**Chargor**" and "**Topland**" where the context admits include their respective successors in title and assigns


9.2 If two or more persons are included in the expression "**Chargor**" then the use in this Deed of the word "**Chargor**" shall be deemed to refer to such persons both together and separately and the Secured Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to Topland of the other or others of them

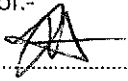
9.3 References to the "**Property**" include any part of it

9.4 Each of the provisions of this Deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

**In Witness** of which this Deed has been duly executed

Executed as a Deed by Property Finance )  
Nominees (No.3) Limited acting by a Director )  
in the presence of:- )

  
\_\_\_\_\_  
Director

Witness signature.....

Witness full name.....

Witness address.....

.....

Witness occupation.....*UNDERWRITER*

**Jade Arnold-Brown**  
2 Imperial Place  
Maxwell Road  
Borehamwood  
WD6 1JN

Executed as a Deed by Topland Jupiter )  
Limited acting by a Director in the presence )  
of:- )

\_\_\_\_\_  
Director

Witness signature.....

Witness full name.....

Witness address.....

.....

Witness occupation.....