



Registration of a Charge

Company name: **FLEET HOMES (2000) LIMITED**

Company number: **03449460**



X751BV9L

Received for Electronic Filing: **01/05/2018**

Details of Charge

Date of creation: **30/04/2018**

Charge code: **0344 9460 0042**

Persons entitled: **SIMON JONATHAN GODDARD AND CORINNA COPE**

Brief description: **THE FREEHOLD PROPERTY BEING LAND ON THE EAST SIDE OF THE OLD FARM HOUSE, DROVERS WAY, ASH GREEN, ALDERSHOT GU12 4HZ INCLUDING THE TWO DWELLINGHOUSES CONSTRUCTED THEREON AND KNOWN AS 1 AND 2 OLD FARM COTTAGES, DROVERES WAY, ASH GREEN, ALDERSHOT GU12 6HJ AS REGISTERED UNDER TITLE NUMBER SY844631**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ALEX HOOKER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3449460

Charge code: 0344 9460 0042

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th April 2018 and created by FLEET HOMES (2000) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st May 2018 .

Given at Companies House, Cardiff on 3rd May 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**

THIS LEGAL CHARGE dated

30th

April

2018 and made

BETWEEN:

- (1) **FLEET HOMES (2000) LIMITED** (Co. No. 03449460) whose registered office is at 2 Tekels Park, Camberley, Surrey GU15 2LF (the "Chargor"); and
- (2) **SIMON JONATHAN GODDARD and CORINNA COPE** both of 704 Meranti House, 84 Alie Street, London E1 8QB (the "Lender").

WITNESSES as follows:

1 Construction

1.2 Definitions

"Charged Assets" means all the property and rights of the Chargor described in clause 3.1;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind;

"Enforcement Date" means the date on which the Lender demands the payment or discharge of all or any part of the Secured Obligations;

"Loan Agreement" means the Loan Agreement dated the 30th day of April 2018 made between the Lender (1) and the Chargor (2);

"Insurances" means all present and future contracts or policies of insurance effected by the Chargor or to which the Chargor is entitled in respect of the Property or otherwise in accordance with this Deed;

"Property" means the assets of the Chargor described in clause 3.1(a) and references to the Property include where relevant any one or more of such assets and any part of such assets;

"Receiver" means any one or more receivers and/or managers appointed by the Lender pursuant to this Deed in respect of the Chargor or over all or any of the Charged Assets; and

"Secured Obligations" means all moneys, obligations and liabilities due under the Loan Agreement including all principal loan monies, interest including default interest, costs and expenses.

1.3 Successors and assigns

The expressions "Lender" and "Chargor" include, where the context admits, their respective successors.

1.4 Headings

Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.

1.5 Construction of certain terms

In this Deed, unless the context otherwise requires:

- (a) references to clauses and the schedules are to be construed as references to the clauses of, and the schedules to, this Deed and references to this Deed include its schedules;
- (b) reference to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this Deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Lender;
- (c) words importing the plural shall include the singular and vice versa;
- (d) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;
- (e) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time; and
- (f) where the expression "Lender" or "Chargor" includes more than one person the expression shall include each and all of such persons as the context may permit, and each such person shall be jointly and severally liable under this Deed.

1.6 Effect as a deed

This deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

1.7 Third Party Rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of this Deed.

2 Covenant to Pay

2.1 Secured obligations

The Chargor hereby covenants to discharge and pay to the Lender the Secured Obligations when the same become due for payment or discharge in accordance with the provisions of the Loan Agreement.

3 Charges

3.1 Fixed Charge

The Chargor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations:

- (a) Property: hereby charges to the Lender by way of first (and only) legal mortgage the property specified in schedule 1 and all buildings from time to time on such property or in the course of construction on such property together with all rights, easements and privileges appurtenant to, or benefiting, the same; and
- (b) Insurances: hereby charges to the Lender by way of first fixed charge all moneys from time to time payable to the Chargor under or pursuant to the Insurances including without limitation the refund of any premiums.

3.2 The Land Registry

The Chargor hereby applies to the Chief Land Registrar for the registration of the following restriction against the registered title specified in schedule 1

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Simon Jonathan Goddard and Corinna Cope as the proprietor for the time being of the charge dated 30th April 2018 or their conveyancer".

4 Undertakings

4.1 Undertakings

The Chargor hereby undertakes with the Lender that during the continuance of this security the Chargor will comply with the undertakings set out in schedule 2.

4.2 Power to remedy

If the Chargor at any time defaults in complying with any of their obligations contained in this Deed, the Lender shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Chargor hereby irrevocably authorises the Lender and their agents by way of security to do all such things (including, without limitation entering the Property) necessary or desirable in connection therewith. Any moneys so expended by the Lender shall be repayable by the Chargor to the Lender on demand. No exercise by the Lender of their powers under this clause 4.2 shall make them liable to account as a mortgagee in possession.

5 Certain powers of the Lender: Enforcement

5.1 Powers on enforcement

At any time on or after the Enforcement Date or if requested by the Chargor, the Lender may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

5.2 Statutory power of leasing

The Lender shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such

terms as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925.

6 Appointment and Powers of Receiver

6.1 Appointment

At any time on or after the Enforcement Date or if requested by the Chargor, the Lender may by instrument in writing executed as a deed appoint any qualified person to be a Receiver of the Charged Assets or any part thereof. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Lender may specify to the contrary in the appointment. The Lender may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place. In this clause 6 a "qualified person" is a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any Chargor with respect to which he is appointed or, as the case may be, an administrative receiver of any such Chargor.

6.2 Receiver as agent

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

6.3 Powers of Receiver

Any Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 109 of that Act) and power on behalf and at the expense of the Chargor to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Assets or any part thereof. In particular (but without limitation) a Receiver shall have power to do all or any of the following acts and things:

- (a) Take possession: take possession of, collect and get in all or any of the Charged Assets;
- (b) Manage Property: manage, develop, alter, improve or reconstruct the Property or concur in so doing; buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Property;
- (c) Borrow money: raise or borrow any money from or incur any other liability to the Lender or others on such terms with or without security as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to this security or otherwise;
- (d) Dispose of assets: without the restrictions imposed by section 103 Law of Property Act 1925 or the need to observe any of the provisions of sections 99 and 100 of such Act, sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets or concur in so doing in such manner for such

consideration and generally on such terms and conditions as he may think fit with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with such Charged Assets in the name and on behalf of the Chargor or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Chargor (or other estate owner) if he shall consider it necessary or expedient so to do; any such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all the Secured Obligations; and the Receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Chargor;

- (e) Compromise contracts: make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient;
- (f) Repair and maintain assets: make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances;
- (g) Exercise statutory leasehold powers: without any further consent by or notice to the Chargor exercise for and on behalf of the Chargor all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or the Agricultural Holdings Act or any other legislation from time to time in force in any relevant jurisdiction relating to security of tenure or rents or agriculture in respect of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- (h) Legal proceedings: institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as he may think fit;
- (i) Execute documents: sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the security created by or pursuant to this Deed and to use the name of the Chargor for all the purposes aforesaid;
- (j) Insolvency Act powers: do all the acts and things described in Schedule 1 to the Insolvency Act 1986 as if the words "he" and "him" referred to the Receiver and "company" referred to the Chargor.

6.4 Remuneration

The Lender may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

7 Application of Proceeds; Purchasers

7.1 Application of proceeds

All moneys received by the Lender or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Lender in their absolute discretion may from time to time conclusively determine.

7.2 Insurance proceeds

All moneys receivable by virtue of any of the Insurances shall be paid to the Lender (or if not paid by the insurers directly to the Lender shall be held on trust for the Lender) and shall be applied in replacing, restoring or reinstating the Property (any deficiency being made good by the Chargor) or in reduction of the Secured Obligations.

7.3 Protection of purchasers

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

8 Indemnities; Costs and Expenses

8.1 Enforcement costs

The Chargor hereby undertakes with the Lender to pay on demand all costs, charges and expenses incurred by the Lender or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Assets on a full indemnity basis, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Chargor (both before and after judgment).

8.2 No liability as mortgagee in possession

Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.

8.3 Indemnity from Charged Assets

The Lender and any Receiver, attorney, agent or other person appointed by the Lender under this Deed (each an "Indemnified Party") shall be entitled to be indemnified out of the Charged Assets in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed; or
- (b) any breach by the Chargor of any of their obligations under this Deed.

and the Chargor shall indemnify the Lender and any Receivers against any such matters.

9 Power of Attorney

9.1 Power of attorney

The Chargor by way of security hereby irrevocably appoints the Lender and any Receiver severally to be its attorney in its name and on its behalf:

- (a) to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominees or any purchaser; and
- (b) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in by the Lender or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under this Deed.

9.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned in clause 9.1 shall do or purport to do in the exercise of his powers under such clause.

10 Continuing Security and Other Matters

10.1 Continuing security

This Deed and the obligations of the Chargor under this Deed shall:

- (a) secure the ultimate balance from time to time owing to the Lender by the Chargor and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;
- (b) be in addition to, and not prejudice or affect, any present or future Encumbrance, right or remedy held by or available to the Lender; and
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable.

11 Miscellaneous

11.1 Remedies Cumulative

No failure or delay on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

11.2 Statutory power of leasing

During the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Chargor in relation to the Charged Assets or any part thereof.

11.3 Successors and assigns

Any appointment or removal of a Receiver under clause 6 and any consents under this Deed may be made or given in writing signed or sealed by any successors or assigns of the Lender and accordingly the Chargor hereby irrevocably appoints each successor and assign of the Lender to be their attorney in the terms and for the purposes set out in clause 9.

11.4 Unfettered discretion

Any liability or power which may be exercised or any determination which may be made under this Deed by the Lender may be exercised or made in their absolute and unfettered discretion and they shall not be obliged to give reasons therefore.

11.5 Provisions severable

Each of the provisions of this Deed is severable and distinct from the others and if any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.

11.6 Certificate

A certificate or determination by the Lender as to any amount for the time being due to him from the Chargor shall (in the absence of any manifest error) be conclusive evidence of the amount due.

12 Notices

12.1 Mode of service

Any notice, communication or demand for payment by the Lender to the Chargor under this Deed shall be in writing and shall be delivered personally or sent by post to the address given in the Loan Agreement or such other address as may be notified in writing. Proof of posting or despatch of any notice, communication or demand shall be deemed to be proof of receipt.

12.2 Notices conclusive

Any such notice or demand or any certificate as to the amount at any time secured by the Deed shall be conclusive and binding upon the Chargor if signed by the Lender.

13 Law

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

14 Jurisdiction

The courts of England have exclusive jurisdiction to settle any disputes arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity).

IN WITNESS whereof this Deed has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this Deed.

Schedule 1

Property

The freehold property being land on the east side of the Old Farm House, Drovers Way, Ash Green, Aldershot GU12 6HZ including the two dwellinghouses constructed thereon and known as 1 and 2 Old Farm Cottages, Drovers Way, Ash Green, Aldershot GU12 6HJ as registered under Title Number SY844631

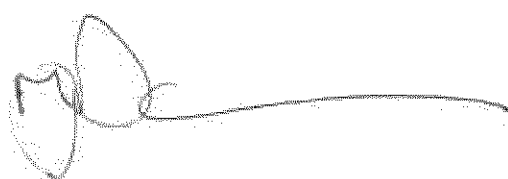
Schedule 2

Undertakings

- 1 Deposit of deeds: If the Lender so requires deposit with the Lender (to be held at the risk of the Chargor) all deeds and documents of title relating to the Property and to any subordinate interest in any of them.
- 2 Compliance with covenants etc: Observe and perform all covenants, stipulations, requirements and obligations from time to time affecting the Charged Assets whether imposed by statute, law or regulation, contract, lease, licence, grant or otherwise, carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary or desirable to maintain, defend or preserve his right, title and interest to and in the Charged Assets without infringement by any third party and not without the prior consent in writing of the Lender enter into any onerous or restrictive obligations affecting any of the same.
- 3 Alteration or development of the Property: Not without the Chargor's prior written consent make any structural or material alteration to or to the user of the Property or do or permit to be done any development save as provided in the Loan Agreement or do or permit or omit to be done any act, matter or thing as a consequence of which any provision of any statute, bye-law, order or regulation or any condition of any consent, licence, permission or approval (whether of a public or private nature) from time to time in force affecting the Property is or may be infringed.
- 4 Maintenance of buildings, machinery and plant: Keep the Property and any building constructed thereon in good and substantial repair and condition.
- 5 Insurance: Maintain insurances of the Property on terms in amounts and with an insurer previously approved in writing by the Lender to the full replacement or reinstatement cost thereof from time to time (including, where applicable, the cost of demolition and site clearance, architects' surveyors' and other professional fees and incidental expenses in connection with replacement or reinstatement and Value Added Tax) against such risks and contingencies as the Lender shall from time to time request and if requested by the Lender produce to the Lender the policy certificate or cover note or other acceptable evidence of cover relating to such insurance and the receipts for all premiums and payments necessary for effecting and keeping up the insurance policy.
- 6 Property outgoings: Punctually pay, or cause to be paid, and indemnify the Lender and any Receiver (on a several basis) against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of the Property or by the owner or occupier thereof.
- 7 Possession of Property: Not without the prior consent in writing of the Lender dispose of the Property or any estate or interest in it or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof (or agree to do any of these things) or permit any person:

- 7.1 to be registered (jointly with the Chargor or otherwise) as proprietor under the Land Registration Acts of the Property nor create or permit to arise any overriding interest affecting the same within the definition in those Acts; or
- 7.2 to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property;
- 8 Jeopardy: not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of any of the Charged Assets.
- 9 Encumbrances and disposals: not to:
 - 9.1 create or purport to create or permit to subsist any mortgage, debenture, charge or pledge upon or permit any Encumbrance to arise on or affect any part of the Charged Assets; or
 - 9.2 dispose of any of the Charged Assets, or agree to do so, save in accordance with the terms of the Loan Agreement.

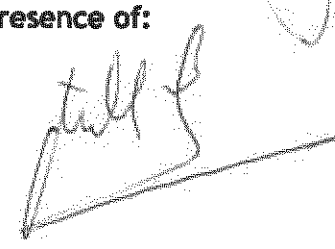
**EXECUTED as a DEED by
FLEET HOMES (2000) LIMITED
acting by Morgan Danaher
a director in the presence of:**



Witness signature:

Witness name:

Witness address:



Philip David Lucas, Solicitor
Neale Turk LLP
Bridges House
27-31 Rounding Road South
Fleet, Hants GU52 7QP

**SIGNED as a DEED by the said
SIMON JONATHAN GODDARD
in the presence of:**

Witness signature:

Witness name:

Witness address:

**SIGNED as a DEED by the said
CORINNA COPE
in the presence of:**

Witness signature:

Witness name:

Witness address:

