



Registration of a Charge

Company name: **CMG HOMES LIMITED**

Company number: **03519503**



X2NHN3WI

Received for Electronic Filing: **18/12/2013**

Details of Charge

Date of creation: **03/12/2013**

Charge code: **0351 9503 0067**

Persons entitled: **NHP SECURITIES NO.5 LIMITED**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS TRAFALGAR (BEXHILL CLUSTER), 9 SUTHERLAND AVENUE, BEXHILL-ON-SEA, EAST SUSSEX TN39 3LT AND WHICH IS VESTED IN THE CHARGOR PURSUANT TO THE REVERSIONARY LEASE DATED ON OR ABOUT THE DATE OF THIS SUPPLEMENTAL MORTGAGE DEBENTURE**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

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

Certified by:

NIGEL DALE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3519503

Charge code: 0351 9503 0067

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd December 2013 and created by CMG HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2013 .

Given at Companies House, Cardiff on 18th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



EVERSHEDS

Dated

3 December

2013

- (1) NHP SECURITIES NO.5 LIMITED
- (2) CMG HOMES LIMITED

Supplemental Mortgage Debenture

relating to premises known as Trafalgar (Bexhill Cluster), 9 Sutherland Avenue, Bexhill-on-Sea, East Sussex TN39 3LT

We certify this document as a true copy of the original.
Save for material redacted pursuant
to S.395G Companies Act 2006
Date: 11 December 2013
Eversheds LLP EVERSHEDS LLP

Eversheds LLP
Eversheds House
70 Great Bridgewater Street
Manchester
M1 5ES

Tel 0845 497 9797
Fax 0845 497 8888
Int +44 161 831 8000
DX 14344 Manchester
www.eversheds.com

PARTICULARS

Date

3 December

2013

Chargor

CMG HOMES LIMITED (registered number 03519503) whose registered office is at The Care House, Randalls Way, Leatherhead, Surrey KT22 7TW

Creditor

NHP SECURITIES NO. 5 LIMITED (registered number FC027204) whose registered office is at 47 Esplanade, St Helier, Jersey, JE1 0BD.

Property

The leasehold property known as Trafalgar (Bexhill Cluster), 9 Sutherland Avenue, Bexhill-on-Sea, East Sussex TN39 3LT and which is vested in the Chargor pursuant to the Reversionary Lease.

Reversionary Lease

A reversionary lease dated today's date entered into between the Chargor (as tenant) and the Creditor (as landlord) in respect of the Property.

Existing Mortgage Debenture

A mortgage debenture dated 16 September 2000 in respect of the Property made between (1) CMG Homes Limited (2) NHP Securities No. 5 Limited (3) NHP Securities No. 3 Limited and (4) NHP Securities No. 9 Limited, the benefit of which is now vested in the Creditor.

THIS SUPPLEMENTAL MORTGAGE DEBENTURE is made on the date set out in clause the Particulars

BETWEEN

- (1) The Chargor; and
- (2) The Creditor.

BACKGROUND

- (A) The Existing Mortgage Debenture was entered into by the persons whose names are set out in the definition of the Mortgage Debenture in the Particulars.
- (B) The parties to this Supplemental Mortgage Debenture have agreed to enter into a supplemental lease in respect of the Property and a supplemental mortgage debenture in relation to the supplemental lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 Words and expressions defined in the Existing Mortgage Debenture have the same meanings in this Supplemental Mortgage Debenture except to the extent that they are defined differently this Supplemental Mortgage Debenture.
- 1.2 The provisions of the Existing Mortgage Debenture relating to its interpretation apply to this Supplemental Mortgage Debenture except to the extent that they are expressly varied by this Supplemental Mortgage Debenture.
- 1.3 The Particulars form part of this Supplemental Mortgage Debenture and words and expressions set out in the Particulars are to be treated as defined terms in this Supplemental Mortgage Debenture.
- 1.4 The Creditor's obligations in this Supplemental Mortgage Debenture do not bind any Creditor after it has disposed of its interest in the Property and it will not be liable for any breach of the Creditor's obligations in this Supplemental Mortgage Debenture arising after the date of that disposal.
- 1.5 References to the Property include all alterations, additions and improvements made to them whether during the term of the Existing Mortgage Debenture or during the term of this Supplemental Mortgage Debenture.
- 1.6 The parties to this Supplemental Mortgage Debenture do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. COVENANT TO PAY

- 2.1 The Chargor covenants with the Creditor that it will on demand pay and discharge the Secured Liabilities when due to the Creditor.
- 2.2 The Chargor shall pay interest on any overdue Secured Liabilities to the date of payment or discharge (notwithstanding any demand or any judgment obtained by the Creditor or the liquidation or administration of or any arrangement or composition with creditors by the Chargor) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant obligations or

liabilities or if no such rate or rates are specified at the Default Rate upon such days as the Creditor may from time to time determine.

- 2.3 All sums payable by the Chargor under this Supplemental Debenture shall be paid without any set off counterclaim withholding or deduction whatsoever unless required by law in which event the Chargor will simultaneously with making the relevant payment under this Debenture pay to the Creditor such additional amount as will result in the receipt by the Creditor of the full amount which would otherwise have been receivable and will supply the Creditor promptly with evidence satisfactory to the Creditor that the Chargor has accounted to the relevant authority for the sum withheld or deducted.

3. CHARGE

- 3.1 The Chargor as a continuing security for the payment and discharge of the Secured Liabilities charges with full guarantee in favour of the Creditor:

3.1.1 By way of legal mortgage all right title estate and other interests of the Chargor in the Property together with all buildings, structures, fixtures and fittings (including trade fixtures and fittings but excluding landlord's fixtures) and fixed plant and machinery to the extent now therein or thereon;

3.1.2 By way of fixed charge:

3.1.2.1 All right title estate and other interests of the Chargor in the Property not effectively mortgaged under **clause 3.1.2** together with all fixtures and fittings (including trade fixtures and fitting but excluding landlord's fixtures) and fixed plant and machinery therein or thereon;

3.1.2.2 All right title estate and other interests of the Chargor to and in all equipment furniture plant and machinery now or at any time hereafter vested in or held by or on behalf of the Chargor and not charged in **clause 3.1.2** or **3.1.2.1** and all related spare parts fuels equipment and tools;

3.1.2.3 All rights in Intellectual Property or similar rights now or hereafter belonging to the Chargor;

3.1.2.4 All present and future goodwill and uncalled capital for the time being of the Chargor; and

3.1.2.5 All the right title and interest of the Chargor to and in the Debts.

- 3.2 The Chargor as a continuing security for the payment and discharge of the Secured Liabilities charges with full title guarantee in favour of the Creditor by way of floating charge all the undertaking and all the assets, rights and income of the Chargor both present and future not otherwise effectively mortgaged or charged under **clause 3.1**.

- 3.3 The charges created by **clause 3.1** shall constitute fixed charges. The charge created by **clause 3.2** shall be a floating charge unless and until it is converted into a fixed charge pursuant to **clause 3.4** or by operation of law.

- 3.4 The Creditor may convert the floating charge at any time by notice in writing to the Chargor into a fixed charge as regards any of the property and assets which for the time being are the subject of such floating charge if the Creditor believes its security over such property to be in jeopardy.

4. **CONTINUING PROVISIONS**

- 4.1 This Supplemental Mortgage Debenture is otherwise granted on the same terms as the Existing Mortgage Debenture (the "Continuing Terms") as if those terms were set out in full in this Supplemental Mortgage Debenture:

4.1.1 including without limitation:

- 4.1.1.1 the obligations, covenants and conditions to be complied with by the Chargor and Creditor of the Existing Mortgage Debenture;
- 4.1.1.2 the terms defined in the Existing Mortgage Debenture;
- 4.1.1.3 the conditions and agreements contained in the Existing Mortgage Debenture.

5. **LAND REGISTRY APPLICATION**

- 5.1 The Tenant is to apply to the Land Registry to register this Supplemental Mortgage Debenture on the registered title to the Reversionary Lease and to register the following restriction on the registered title to the Reversionary Lease:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [3 ~~December~~] 2013 in favour of NHP Securities No. 5 Limited referred to in the charges register."

6. **EXECUTION**

The Chargor and the Creditor have executed this Supplemental Mortgage Debenture as a deed and it is delivered on the date set out in the Particulars.

Signed as a deed by
NHP SECURITIES NO.5 LIMITED
acting by one director
in the presence of:

)
)
)
)

Signature of director

Witness Signature:

Witness Name:

Witness Address:

Signed as a deed by
CMG HOMES LIMITED
acting by a director in
the presence of:

)
)
)
)



Signature of director

Witness Signature: *DAI*

Witness Name: *DYALA ALI*

Witness Address: Pinsent Masons
30 Crown Place
London
EC2A 4ES