

MR01

Particulars of a charge

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Oyez

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companies

☒ **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 an instrument Use form MR08

FRIDAY



A15 19/12/2014 #330
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

Company number 0 7 6 7 9 5 2 6

Company name in full 360 Property Ltd

For official use
7
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 1 8 1 2 2 0 1 4

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 Super Marine Investments Limited

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

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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	Charge against property, 21-29 (odd), Oak Road, Blaina, Abertillery (NP13 3JX)	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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/>		① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature  This form must be signed by a person with an interest in the charge		

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

William Cotterhill

Company name

Cotterhill Hitchman LLP

Address

Atlas House

4-6 Belwell Lane

Sutton Coldfield

Post town

West Midlands

County/Region

Postcode

B 7 4 4 A B

Country

DX

DX 20856 - Four Oaks

Telephone

0121 323 1860



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 Linnenhall, 32-38 Linnenhall 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7679526

Charge code: 0767 9526 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2014 and created by 360 PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2014.

dx

Given at Companies House, Cardiff on 30th December 2014




Companies House



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

Dated 18th December 2014

I **MICHAEL COTTERHILL** a solicitor
hereby certify that this document is a true copy of the
original
18/12/14

Cotterhill Hitchman LLP Solicitors
Atlas House 4 6 Belwell Lane
Sutton Coldfield, West Midlands B74 4AB

Parties

Super Marine Investments Limited

-and-

360 Property Limited

Legal Charge –
Land at Oak Road, Blaina, Abertillery NP13 3JX

Cotterhill Hitchman LLP
Solicitors

www.cotterhillhitchman.co.uk

Legal Charge

HM Land Registry
Land Registration Act 2002

Title number	CYM626000
Property	21-29 (odd), Oak Road, Blaina, Abertillery (NP13 3JX)

Dated: 18th December 2014

Parties

1	Lender	Super Marine Investments Limited Registered Number 1613083 3a Little Denmark Complex Tortola VG 1110 British Virgin Islands
2	Borrower	360 Property Ltd Company number 07679526 60 Beaufort Street Brynmyr Eb Vale United Kingdom NP23 4AE

Background

- 1 The Lender and the Borrower entered into a loan agreement on the 9th May 2014 ("Loan Agreement")
- 2 The Borrower is registered at HM Land Registry as the proprietor with title absolute of the Property
- 3 The Lender has agreed to continue to lend to the Borrower the Advance referred to in the Loan Agreement on condition that its repayment together with interest is secured on the Property in the manner set out in this Legal Charge
4. The plots at the Property have been renumbered 25,27,29,31,33 & 35

Agreed Terms

1 Legal Charge

The Borrower, with full title guarantee, charges the Property to the Lender by way of legal mortgage with payment or discharge of all money and other obligations and liabilities set out in the Loan Agreement (as it may from time to time be varied) covenanted to be paid or discharged by the Borrower or otherwise secured by this Legal Charge

2 Borrower's Covenants as to the Property

- 2 1 The Borrower will ensure the Property is kept insured on such terms as the Lender thinks fit
- 2 2 If the Borrower fails to perform his obligations under Clause 2.1 the Lender may insure the Property
- 2 3 The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects.
- 2 4 The Borrower must not without the previous consent in writing of the Lender (which may be conditional)
 - 2 4 1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder, or
 - 2 4 2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it
- 2 5 The Borrower must not without the previous consent in writing of the Lender cause or allow any person to be registered as proprietor of the Property or any part of it.
- 2 6 The Borrower shall not without the previous consent in writing of the Lender (which may be conditional) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security.

3 Lender's Powers and Rights

- 3 1 The Lender's power of sale and other statutory powers shall arise on the date of this Legal Charge
- 3 2 At any time after the money secured by this Legal Charge has become due and payable the security shall be immediately enforceable and the Lender's power of sale shall be immediately exercisable in respect of the Property without any restrictions

4 Costs, charges, expenses and other liabilities

The Borrower covenants with the Lender to pay to the Lender on an indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender in relation to this Legal Charge

5. Exclusion of Third Party Rights

Nothing in this Legal Charge is intended to confer any benefit on any person who is not a party to it

6. Entire Agreement and Variation

6 1 This Legal Charge and the documents referred to in it set out the entire agreement and understanding between the Parties in respect of the subject matter of this Legal Charge

6 2 No purported variation of this Legal Charge shall be effective unless it is in writing and signed by or on behalf of each of the Parties

7 Law and Jurisdiction

This Legal Charge is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English Courts

8 Interpretation

8 1 Unless the context otherwise requires

8 1 1 the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns, and

8 1 2 the singular includes the plural and vice versa,

8 2 Any covenant by the Borrower not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Borrower is aware that the thing is being done

8 3 Any reference in this document to a Clause is to be construed as a reference to the clause of this document so numbered

In witness of which the Parties have signed this Legal Charge as a deed on the date stated at its commencement.

Signed as a deed on behalf of Super Marine Investments Limited a company incorporated in the British Virgin Islands by Laurentt Thomas Davies being a person who, in accordance with the laws of that territory, is acting under the authority of the company.

Witness

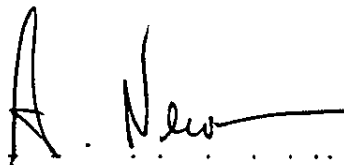
Signature
Name
Address

Signed as a deed by 360 Property Limited acting by Anthony Kenneth Davies in the presence of:



Witness

Signature
Name
Address



ANN NENSIM
22 "LIPTON" WILLIAMS WAY
FLEET
HANTS
GU15 3EU