

MR01

Particulars of a charge



Companies House

006764/23



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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 no
instrument Use form MR08

For further information, please
refer to our guidance at
www.gov.uk/companieshouse

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 the form is 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. It will be scanned and placed on the public record. **Do not send the original.**



A10 01/11/2016 #361
COMPANIES HOUSE

1 Company details

Company number 02796034
Company name in full DONNINGTON LAND & PROPERTY LIMITED

For official use
36
→ **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 01/09/2016

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 FOUR ACRE 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

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

LAND AT COLEY STONEY LANE, THATCHAM, WEST
BERKSHIRE RG18 8HG

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 *Thompson Leatfordale*
Solicitors for FOUR ACRE INVESTMENTS
LIMITED

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

MRO1

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
HIGEL HUNT

Company name
THOMPSON LEATHERDALE

Address
61 LONDON STREET

Post town
READING

County/Region
BERKSHIRE

Postcode
R G 1 4 P S

Country
ENGLAND

DX
4006 READING

Telephone
0118 9591773



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2796034

Charge code: 0279 6034 0036

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2016 and created by DONNINGTON LAND & PROPERTY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2016.

Given at Companies House, Cardiff on 7th November 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers

Leave blank if not yet registered

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company

Give full name(s)

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address

| | |
|---|---|
| 1 | Title number(s) of the property: BK359413 |
| 2 | Property. LAND AT COLEY STONEY LANE THATCHAM WEST BERKSHIRE RG18 9HG |
| 3 | Date: 19th October 2016 |
| 4 | Borrower: & DONNINGTON LAND AND PROPERTY LIMITED For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: 02796034 For overseas companies (a) Territory of incorporation (b) Registered number in the United Kingdom including any prefix: |
| 5 | Lender for entry in the register: FOUR ACRE INVESTMENTS LIMITED For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: 08612851 For overseas companies (a) Territory of incorporation. (b) Registered number in the United Kingdom including any prefix: |
| 6 | Lender's intended address(es) for service for entry in the register. EDWIN SMITH 32 QUEENS ROAD READING RG1 4AU |

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

Thompson Leatherdale
THOMPSON LEATHERDALE

MESSRS THOMPSON LEATHERDALE
SOLICITORS
61 LONDON STREET
READING RG1 4PS
TEL 0118 959 1773
FAX 0118 958 6033
DX 4006 READING

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on

7 The borrower with

- ☒ full title guarantee
☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

- 8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register
☐ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

9 Additional provisions

1. this Charge secures the sum of Two Hundred and Eighty Eight Thousand Pounds One Hundred and Ninety Eight Pounds and Seventy Five Pence (£288,198.75) together with the interest, profit share, advance and return as set out in the terms contained in the Schedule attached hereto.

2. The Borrower covenants not to charge the Property in favour of any person without the written consent of the Lender such consent not to be unreasonably withheld or delayed and to pay all monies due under and to observe and perform the covenants and conditions affecting the Property contained in the First Charge dated 22nd April 2013 in favour of Fisherman Properties Limited.

3. It is hereby agreed and declared that the statutory power of sale shall be applicable hereto and shall be exercisable with the extension following, namely that the same shall become exercisable immediately by the Lender without notice to the Borrower if:

a. the Mortgagor is or is deemed for the purposes of any law to be unable to pay its debts as they fall due or is insolvent;

b. by reason of actual or anticipated financial difficulties the Borrower commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

4. The Lender may make further advances to the Borrower and the aggregate amount of any such advance together with any other monies due and owing by the Borrower to the Lender shall be secured by this Charge.

5. The Lender will without delay co-operate in the dedication or adoption of land contained within the Property and the transfer lease and granting of easements and other rights over the Property required for infrastructure or services and will join in the creation of any planning or other agreement relating to the proposed development of the Property.

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Immediately following the repayment of all monies owed to the Lender secured by this Charge the Lender will discharge this Charge and provide at the Lender's expense any required Land Registry Form DS1 or other Deed of Release to the Borrower within ten working days of such payment.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer

10 Execution

Executed as a deed by DONNINGTON LAND & PROPERTY LIMITED acting by a director in the presence of:

Witness signature
Witness name
Witness address
Witness occupation

Signature

Director

K Hawcett
KATHRYN HAWKETT
2 THE GLADE, NEWBURY
RG14 7AT
PERSONAL ASSISTANT

Executed as a deed by FOUR ACRE INVESTMENTS LIMITED acting by a director in the presence

Witness signature
Witness name
Witness address
Witness occupation

Signature

Director

K Hawcett
KATHRYN HAWKETT
2 THE GLADE, NEWBURY
RG14 7AT
PERSONAL ASSISTANT

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Schedule

Terms for FAI Limited Equity Investment

Investor: Four Acre Investments Limited

Borrower: Donnington Land and Property Limited

Investment Terms Linked to The Laurels Outcome.

| | |
|---------------|---|
| Equity Sum | £280,000 (Two Hundred and Eighty Thousand Pounds) |
| Term | 24 Months from investment date. (24th December 2015) |
| Repayment | Equity Sum to be repaid at the end of the term, unless alternative repayment structure agreed between the parties |
| Interest | Interest to be calculated at a rate of 2.5% per annum, simple not compound, calculated over 365 days per year. Interest on all required equity (provided by FAI Limited or others) to be calculated and expressed as a cost to the Laurels Development Appraisal, when calculating net profit for distribution. Interest and profit share to be paid with the repayment of the Equity Sum |
| Profit Share. | 25% of the net profit of the development, to be calculated in accordance with the appraisal number TLDLPFAI#02 as an example appraisal template, as exchanged by email between Mark Norgate and Philip Simmons 1 st September 2016 currently assuming 100% JV finance from House of Toomer Ltd Profit share to be paid upon completion of sale of final residential unit which enables profit share payment to be calculated. For the avoidance of doubt, the profit share is to be calculated by reference to net profit of the development, ignoring the effect of FAI Limited's 15% automatic profit share, which is to be calculated and paid separately, ignoring the effect of this Profit Share on the net profits for distribution. |
| Security. | Further legal charge over Coley Farm, Stoney Lane. |

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Existing Investment towards Pre- Planning Costs:

Site: The Laurels, Baughurst Road, Baughurst, Hampshire RG26 5JF

Advance- £8,198.75 made 2nd December 2015, Interest free;

Return- a fixed 50% return on the advance, equals £4099.38p (rounded up to the nearest penny)

Timing- The advance, and return is payable to FAI upon disposal of the completed dwellings, with priority to House of Toomer Ltd (acting as development funder). For the avoidance of doubt, DLP made an identical contribution to pre-planning costs, and are due an identical return with identical priority. Both returns to be taken into account when establishing net profits for distribution

Security Further legal charge over Coley Farm, Stoney Lane

New Investments towards Pre -Planning Costs:

Site: Kiln Farm, Laylands Green, Kintbury, Berks.

Advance- 50% of the planning application costs, which at the date of these terms amounts to 50% X 42,950.41 = £21,475.21 (of which DLP acknowledges prior receipt of £3,465 from FAI Ltd towards Planning Application Fee),

Return- a fixed 50% return on the advance, equals £10,737 61

Timing- The advance, and return is payable to FAI upon the disposal of the site, or the completed dwellings, with priority to the funding bank and any mezzanine equity funding provider, whether legal charge holders or not. For the avoidance of doubt, DLP made an identical contribution to pre-planning costs, and are due an identical return with identical priority. Both returns to be taken into account when establishing net profits for distribution.

Security Further legal charge over Coley Farm, Stoney Lane

Notes

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Site: Coley Farm, Stoney Lane, Newbury, Barks.

Advance- 50% of the planning application costs, which at the date of these terms amounts to 50% X
£ 93,136 22 = £46,568 11;

Return- a fixed 50% return on the advance, equals £23,284.05

Timing- The advance, and return is payable to FAI upon either the disposal of the site or its inclusion in a joint venture with a third party partner, with priority to the first legal charge holder of the development site, and the second legal charge holder of the development site, or in the event that neither disposal option has occurred, the date which is 22.5 months after an outline planning permission granted over the site becomes immune from challenge. For the avoidance of doubt, DLP made an identical contribution to pre-planning costs, and are due an identical return with identical priority. Both returns to be taken into account when establishing net profits for distribution

Security- Further legal charge over Coley Farm, Stoney Lane

General Security Comment The charges referred to as security are to protect FAI in the event that a development or land disposal is profitable, but DLP fails to repay FAI its investment, and / or return thereon. Each investment (but for the avoidance of doubt not including the £280k or the interest payable thereon) is made on a full risk basis, in that investments and returns thereon can only be returned and paid to FAI, in the event that the profit of the specific transaction allows it, and any deficit in investment repayment, and / or return thereon, is to be shared in equal measure between DLP and FAI. Equally, if a planning application fails, there is no return of the original investment related to it, or any return thereon, and the charge over Coley Farm relating to that particular investment shall be modified accordingly to remove the relevant security

Signed

On behalf of Donnington Land & Property Limited

By Mark Norgate

Date

[Signature]
1st September 2016.

On behalf of Four Acre Investments Limited

By Philip Simmons

Date

[Signature]
1st September 2016

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a true copy of the original
Thompson Leatherdale
THOMPSON LEATHERDALE