



Registration of a Charge

Company name: **RATTLECHAIN REDEVELOPMENTS LTD**

Company number: **11718644**

Received for Electronic Filing: **21/05/2020**



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Details of Charge

Date of creation: **19/05/2020**

Charge code: **1171 8644 0001**

Persons entitled: **SEVERN TRENT WATER LIMITED**

Brief description: **THE FREEHOLD PROPERTY BEING THE REMAINDER OF THE LAND PREVIOUSLY KNOWN AS TIVDALE WATER RECLAMATION WORKS TIVDALE SANDWELL WEST MIDLANDS AS THE SAME AS REGISTERED AT HM LAND REGISTRY WITH ABSOLUTE TITLE NUMBER TITLE NUMBER WM451825. THE FREEHOLD LAND LYING TO THE NORTH EAST OF TIPTON ROAD TIVDALE WARLEY SANDWELL WEST MIDLANDS AS THE SAME REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER WM168650. THE FREEHOLD LAND TO THE NORTH OF DUDLEY ROAD EAST ROWLEY REGIS SANDWELL WEST MIDLANDS AS THE SAME IS REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER WR23942**

Contains floating charge(s) .

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 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: **GEORGE GREEN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11718644

Charge code: 1171 8644 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th May 2020 and created by RATTLECHAIN REDEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st May 2020 .

Given at Companies House, Cardiff on 22nd May 2020

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 19 May 2020

- (1) RATTLECHAIN REDEVELOPMENTS LIMITED
- (2) SEVERN TRENT WATER LIMITED

LEGAL MORTGAGE

relating to

land at Tividale Sandwell West Midlands

THIS LEGAL MORTGAGE is made

19 May

2020

BETWEEN:

- (1) **RATTLECHAIN REDEVELOPMENTS LIMITED** (Company No. 11718644) whose registered office is at The Mill, 1 High Street, Henley-In-Arden, United Kingdom, B95 5AA (the **Mortgagor**); and
- (2) **SEVERN TRENT WATER LIMITED** (Company No. 2366686) whose registered office is at Severn Trent Centre, 2 St John's Street, Coventry, CV1 2LZ (the **Mortgagee**).

RECITALS:

- (A) By a Contract for sale (the "**Contract**") made on 18 April 1988 between Severn Trent Water Authority ("**STWA**") (1) and Mintworth Limited ("**Mintworth**") (2) STWA agreed to sell property briefly described as the former Tividale Water Reclamation Works Tividale Sandwell West Midlands (the "**Original Property**") to Mintworth upon the terms contained in the Contract which provides (inter alia) for the payment of further consideration as more particularly referred to in the Contract
- (B) By a Conveyance (the "**Conveyance**") dated 28 April 1988 made between STWA (1) and Mintworth (2) the Original Property was conveyed to Mintworth in pursuance of the Contract
- (C) By a Transfer Scheme dated 25 August 1989 pursuant to section 4 and schedule 2 of the Water Act 1989 the benefit of the Contract and of the covenant on the part of Mintworth contained in clause 2 of the Conveyance was vested in the Mortgagee
- (D) Mintworth transferred the Original Property to John Hurst Limited (subsequently known as Black Country Wasteland Developments Limited) ("**Hurst**") on 7 April 1993
- (E) By means of a Deed of Variation and Covenant dated 7 April 1993 the Contract was varied and Mintworth released from its obligations under the Contract in consideration of the covenants by Hurst Mintworth Quays Limited ("**Mintworth Quays**") and Black Country Estates Limited ("**Black Country**") and the charges given by Hurst over the Original Property by Mintworth Quays over land forming part of the Mortgaged Property and by Black Country over other land
- (F) Black Country subsequently sold the other land
- (G) By a Supplemental Deed dated 22 June 2004 made between the Mortgagee (1) Hurst (2) and Mintworth Quays (3) the provisions of the Contract were varied and clarified
- (H) On 4 March 2005 Hurst sold part of the Original Property to Barratt Homes Limited and made a payment to the Mortgagee under the terms of the Contract
- (I) On 22 December 2005 Hurst and Mintworth Quays transferred the land more particularly described in schedule 1 to this Deed (the "**Mortgaged Property**") to Denver Limited subject to the remaining provisions of the Contract as provided by a Deed of Covenant made on that date between Denver Limited, Hurst, Mintworth Quays and the Mortgagee by which Hurst and Mintworth Quays were released in consideration of the covenants by Denver Limited therein contained such provisions being secured by a legal charge of the Mortgaged Property by Denver Limited in favour of the Mortgagee
- (J) Denver Limited and the Mortgagor have requested and the Mortgagee has agreed to enter into a Deed of Covenant to consent to the transfer of the Mortgaged Property by Denver Limited to the Mortgagor subject to the remaining provisions of the Contract as therein provided and to release Denver Limited in consideration of a payment by Denver Limited to

the Mortgagee under the terms of the Contract, of the covenants by the Mortgagor therein contained and of the charge of the Mortgaged Property as herein contained.

OPERATIVE PART:

THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 Words importing the masculine gender only include the feminine gender and words importing the neuter gender only include the masculine and/or feminine genders;
- 1.2 Words importing the singular number only include the plural number and vice versa
- 1.3 The parties to this Legal Mortgage 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.
- 1.4 References to the Mortgaged Property include any part of it.
- 1.5 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Mortgage is to be unaffected.

2. COVENANT TO PAY

The Mortgagor covenants with the Mortgagee to pay to the Mortgagee all such further consideration and other monies as the Mortgagee shall from time to time be entitled to receive under the Contract with all related costs and interest at the times and in the manner specified in the Contract varied and clarified as aforesaid ("the Secured Amounts")

3. CHARGE

- 3.1 The Mortgagor with full title guarantee charges by way of first fixed legal mortgage all and every interest in or over the Mortgaged Property which the Mortgagor has power at law or in equity so to charge and/or the proceeds of sale thereof with the payment to the Mortgagee of all such monies as the Mortgagee shall be entitled to receive under the Contract and all related costs and interest
- 3.2 The Mortgagor as beneficial owner also charges by way of floating security all moveable plant machinery implements utensils furniture and equipment now and from time to time placed on or used in or about the Mortgaged Property with the discharge on demand of all moneys costs and interest as aforesaid and the expression the "Mortgaged Property" shall be construed accordingly
- 3.3 This Legal Mortgage is made for securing the Secured Amounts. It is a continuing security and will not be discharged by any payment on account of the whole or any part of the Secured Amounts.
- 3.4 If and when no further Secured Amounts are due to the Mortgagee and the Mortgagor has paid all Secured Amounts which have become due to the Mortgagee, the Mortgagee will at the request and cost of the Mortgagor release the Property from this Legal Mortgage.

4. MORTGAGOR'S COVENANTS

The Mortgagor covenants with the Mortgagee:

- 4.1 to comply with the Town and Country Planning Act 1990 and/or any act or acts re-enacting or modifying the same for the time being in force or any Regulation or Order made thereunder and within seven days of the receipt by the Mortgagor of any notice order or proposal made given or issued by any planning or other authority relating to the Mortgaged Property to supply a copy thereof to the Mortgagee and forthwith to take all reasonable steps forthwith to comply therewith
- 4.2 to perform and observe all the covenants stipulations regulations and agreements affecting the Mortgaged Property
- 4.3 punctually to pay all the rents rates taxes outgoings and impositions payable in respect of the Mortgaged Property and to keep the Mortgagee indemnified against the same
- 4.4 to pay to the Mortgagee upon an indemnity basis all costs charges and expenses properly incurred by the Mortgagee of and incidental to the protection realisation and enforcement of the Mortgagee's security the collection of any monies owing under this Mortgage the completion of buildings the repair of the Mortgaged Property or otherwise together with interest at a rate four per centum per annum above the base lending rate of National Westminster Bank plc from time to time in force and so that any taxation of the Mortgagee's legal costs charges and expenses shall be on a solicitor and own clients basis
- 4.5 to permit the Mortgagee to inspect the condition of the Mortgaged Property at any reasonable time upon previous notice without making the Mortgagee liable as mortgagee in possession
- 4.6 to keep the Mortgaged Property in a good and substantial state of repair and condition and to keep it insured against such risks and in such office and for such amounts as the Mortgagee may from time to time approve. If the Mortgagor fails to maintain or insure the Mortgaged Property the Mortgagee may do so at the expense of the Mortgagor and may enter the Mortgaged Property for that purpose without thereby becoming a mortgagee in possession
- 4.7 to cause the interest of the Mortgagee to be noted on such insurance policy pay all premiums in respect of the same punctually and produce the insurance policy and the premium receipts to the Mortgagee on demand
- 4.8 to apply all monies receivable under any such insurance policy at the Mortgagee's option in reinstating the Mortgaged Property or in the reduction or repayment of any monies owing by the Mortgagor to the Mortgagee hereunder and in case of reinstatement to make good any deficiency from the Mortgagor's own monies
- 4.9 not to create any mortgage or charge (either fixed or floating) lien or other encumbrance whatsoever upon the Mortgaged Property or any part thereof
- 4.10 not to do or cause or permit to be done anything which may in any way depreciate or otherwise prejudice the value of the Mortgagee's security hereunder

5. **WARRANTY OF TITLE**

The Mortgagor warrants that it is the estate owner of the estate in the Mortgaged Property specified in the schedule free from incumbrances subject only as mentioned in the schedule

6. **REMEDIES**

- 6.1 Section 103 of the Law of Property Act 1925 shall not apply to this Mortgage and the statutory power of sale and other powers shall be exercisable at any time after demand
- 6.2 If the Mortgagor makes default in making a payment of money under this Mortgage or enters into any arrangement with or for the benefit of its creditors or has an order made or resolution passed for winding up or has a receiver appointed on behalf of debenture holders or stock holders of the company or Liaison Administrator appointed of the whole or any part of the assets of the Mortgagor or if the Mortgagor fails to perform or observe all or any of the

covenants contained in or implied by this Mortgage or if the Mortgaged Property or any part of it shall become subject to a compulsory purchase order or be requisitioned by any appropriate authority then in any such case all monies thereby secured including interest and costs shall become immediately due and payable and all mortgagees powers by statute as hereby applied shall immediately become exercisable by the Mortgagee at any time thereafter without previous notice to or the agreement of the Mortgagor

7. MORTGAGEE'S POWERS

- 7.1 In the event of the Mortgagee taking possession of the Mortgaged Property the Mortgagee is hereby authorised as agent for the Mortgagor to remove store sell or otherwise deal with any furniture or goods which the Mortgagor shall fail or refuse to remove from the Mortgaged Property within seven days of being requested so to do by notice from the Mortgagee and the Mortgagee shall not be liable for any loss or damage occasioned to the Mortgagor. The Mortgagor hereby covenants to indemnify the Mortgagee against all expenses incurred by the Mortgagee in relation to such furniture or goods and the Mortgagee shall account to the Mortgagor for the proceeds of any such sale after deducting any such expenses
- 7.2 To eject from the Mortgaged Property the Mortgagor or any tenants of the Mortgagor workmen or other persons as or in possession of the Mortgaged Property who are there otherwise than with the written consent of the Mortgagee upon such date as the Mortgagee may enter into possession of the Mortgaged Property or cause a Receiver or Receivers to be appointed
- 7.3 At any time after the Mortgagee shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Mortgagee may appoint by writing any person or persons to be a receiver and manager or receivers and managers of all or part of the Mortgaged Property
- 7.4 If the Mortgagor is in breach of any of its covenants incorporated herein the Mortgagee shall have power to perform the same and to pay all costs and claims arising from such breach and to repair or continue the erection and completion of buildings comprising the Mortgaged Property and to enter upon the Mortgaged Property for that purpose and all moneys so expended by the Mortgagee for such purpose or any of them and all costs and expenses incurred by the Mortgagee in relation to the Mortgaged Property and the security constituted by this Deed with interest thereon shall be payable by the Mortgagor to the Mortgagee on demand
- 7.5 In relation to any Receiver or Receivers (being any receiver or manager appointed by the Mortgagee under this Legal Mortgage or pursuant to any statute, including the Law of Property Act 1925 but does not include an administrative receiver) appointed by the Mortgagee the Receiver shall be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers hereinbefore referred to (and without prejudice to any of the Mortgagee's powers) the Receiver shall have power to do the following things namely:
- 7.5.1 To enter upon or take possession or collect or get in all or any part of the Mortgaged Property and for that purpose to take any proceedings in the name of the Mortgagor or otherwise as he shall think fit
- 7.5.2 To commence and/or complete any works of reclamation or reinstatement of the Mortgaged Property and any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit
- 7.5.3 To raise money from the Mortgagee or others on the security of the Mortgaged property or otherwise

- 7.5.4 To provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit
- 7.5.5 To sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any parts thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit
- 7.5.6 To make any arrangement or compromise with the Mortgagee as he shall think fit
- 7.5.7 To make and effect all repairs improvements and insurances
- 7.5.8 To convey transfer or assign all or part of the Mortgaged Property in the name of and on behalf of the Mortgagor
- 7.5.9 To appoint managers officers solicitors architects surveyors contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine
- 7.5.10 To call up all or any portion of the uncalled capital of the Mortgagor
- 7.5.11 To do all such other acts and things as may be considered to be properly incidental or conducive to any of the matters or powers aforesaid and which he lawfully may and can do as agent for the Mortgagor

8. ATTORNEY

The Mortgagor hereby irrevocably appoints the Mortgagee and separately the Receiver by way of security to be the attorney of the Mortgagor and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid and the Mortgagor hereby declares that as and when the security hereby created shall become enforceable the Mortgagor shall hold all the Mortgaged Property (subject to the Mortgagor's right of redemption) upon trust to convey assign or otherwise deal with the same in such manner and to such person as the Mortgagee shall direct and declares that it shall be lawful for the Mortgagee by an instrument under its Common Seal to appoint a new trustee or new trustees of the Mortgaged Property and in particular at any time or times to appoint a new trustee or new trustees thereof in place of the Mortgagor as if the Mortgagor desired to be discharged from the trust or in place of any trustee or trustees appointed under this power as if he or they were dead

9. RECEIVER

All powers of the Receiver hereunder may be exercised by the Mortgagee whether as attorney of the Mortgagor or otherwise

10. MAINTENANCE

At any time after the power of sale has become exercisable the Mortgagee or any Receiver appointed hereunder may enter and manage the Mortgaged Property or any part thereof and provide such services and carry out such repairs and works of improvement reconstruction addition or completion (including the provision of plant equipment and furnishings) as deemed expedient. All expenditure so incurred shall be immediately repayable by the Mortgagor with interest at the rate aforesaid and shall be a liability charged on the Mortgaged Property. Neither the Mortgagee nor any Receiver shall be liable to the Mortgagor as mortgagee in possession or otherwise for any loss howsoever occurring in the exercise of such powers

11. **LEASING**

The statutory powers of leasing or of accepting surrenders of leases conferred on mortgagors shall not be exercised by the Mortgagor nor shall the Mortgagor part with possession of the Mortgaged Property or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy the Mortgaged Property or any part thereof without the consent in writing of the Mortgagee but the Mortgagee may grant or accept surrenders of leases without restrictions

12. **MORTGAGOR**

None of the persons included in the expression the "Mortgagor" shall as against the Mortgagee be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression the "Mortgagor"

13. **MEMORANDUM AND ARTICLES**

The Mortgagor hereby certifies that this Mortgage does not contravene any of the provisions of the Memorandum or Articles of Association of the Company comprised in the "Mortgagor" and has been executed in accordance therewith

14. **GOVERNING LAW AND JURISDICTION**

14.1 This Legal Charge is to be governed by and interpreted in accordance with English law.

14.2 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Legal Charge. This clause operates for the benefit of the Seller who retains the right to sue the Buyer and enforce any judgment against the Buyer in the courts of any competent jurisdiction.

15. **NOTICES**

A demand or notice hereunder shall be in writing signed by an officer or agent of the Mortgagee and may be served on the Mortgagor either by hand or by post. Service by hand may be made either by delivering the same to any officer of the company at any place or leaving the same addressed to the Mortgagor at its registered office or at the place of business best known to the Mortgagee. A demand or notice by post may be addressed to the Mortgagor at the registered office or address or place of business last known to the Mortgagee and shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding it be returned undelivered

IN WITNESS whereof this Legal Mortgage has been executed by the Mortgagor and the Mortgagee as a Deed the day and year first before written

The Schedule - The Mortgaged Property

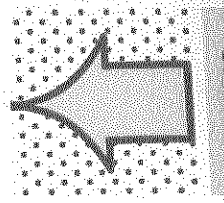
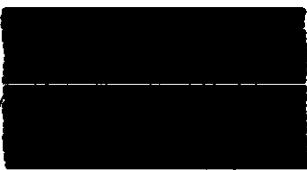
Firstly all that freehold property being the remainder of the land previously known as Tividale Water Reclamation Works Tividale Sandwell West Midlands as the same as registered at HM Land Registry with absolute title under Title Number WM451825;

Secondly all that freehold land lying to the north east of Tipton Road Tividale Warley Sandwell West Midlands as the same is registered at HM Land Registry under title number WM168650; and

Thirdly all that freehold land to the north of Dudley Road East Rowley Regis Sandwell West Midlands as the same is registered at HM Land Registry under title number WR23942

EXECUTED as a deed by
RATTLECHAIN
REDEVELOPMENTS LIMITED
acting by one director
in the presence of:

)
)
)
)
)



Witness Signature



Witness Name *Lorna Byrne*

(CAPITALS)
Witness Address *21 A MEADOW ROAD*

..... *WARWICK*

..... *CV36 4PS*

Witness Occupation *PA to Directors*

THE COMMON SEAL of **SEVERN TRENT**
WATER LIMITED was affixed to this deed
but not delivered until the date hereof
in the presence of:

)
)
)
)

Authorised signatory

Witness signature:

Witness name:

Witness address: