



Registration of a Charge

Company name: **HELMSLEY SECURITIES LIMITED**

Company number: **01990062**



X6JWM60Q

Received for Electronic Filing: **24/11/2017**

Details of Charge

Date of creation: **24/11/2017**

Charge code: **0199 0062 0024**

Persons entitled: **T.J.THOMSON & SON LIMITED**

Brief description: **4-6 GILLYGATE, YORK**

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: **LANGLEYS SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1990062

Charge code: 0199 0062 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th November 2017 and created by HELMSLEY SECURITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th November 2017 .

Given at Companies House, Cardiff on 28th November 2017

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

H. M. LAND REGISTRY

Land Registration Acts 1925-2002

Administrative Area: York

Title Number: NYK20841

THIS **LEGAL CHARGE** is made by Deed the 24 day of NOVEMBER 2017

B E T W E E N:

- (1) **HELMSLEY SECURITIES LIMITED** (Company Number 1990062) of Colenso House, Omega 1, Monks Cross Drive, York YO32 9GZ ("the Borrower")
- (2) **T.J. THOMSON & SON LIMITED** (Company Number 00638347) whose registered office is at Stockton House, Grangefield Road, Stockton on Tees YS18 4AB ("the Lender")

W I T N E S S E T H as follows:-

- 1.1 THE Borrower hereby covenants with the Lender that the Borrower will on demand pay to the Lender the balance from time to time unpaid of all monies now due or hereafter to become due to the Lender by the Borrower and discharge all obligations and liabilities now owing or hereafter to become owing to the Lender by the Borrower whether actual or contingent and in each case whether the same shall be due or owing by the Borrower alone or jointly with any other person or persons or by any firm in which the Borrower may be a partner on overdraft or otherwise and whether as principal or surety including commission and other usual Lender's charges and interest (including, without limitation default interest) thereon at the rate agreed from time to time between the Borrower and Lender both before and after any demand made or judgment obtained together with all costs and expenses which may be incurred by the Lender in obtaining payment ("Secured Liabilities")

- 1.2 If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise then that amount shall not be considered to have been irrevocably paid for the purposes of this Charge.
- 2 As continuing security for the payment and discharge of the Secured Liabilities the Borrower hereby charges with full title guarantee by way of first legal charge the Property more particularly described in the Schedule hereto ("the Property") with the payment and discharge of all monies, obligations and liabilities hereby covenanted to be paid or discharged by the Borrower
3. During the continuance of this security the Borrower hereby covenants with the Lender that the Borrower will:-
- 3.1 Keep all buildings on the Property and all fixtures plant and machinery thereon and therein in good and substantial repair and condition and if so required by the Lender insure and keep insured all such buildings, fixtures, plant and machinery with such insurer and against such risks and in such amounts and otherwise upon such terms as the Lender may from time to time require (and failing such requirements in accordance with the practice in respect of items of the same type from time to time current amongst prudent men of business) and will procure that the interest of the Lender is noted upon all policies of such insurance and if the Lender so requires will produce to or deposit with the Lender all such policies and it is hereby agreed (whether or not the Charge hereby created shall have become enforceable):-
- 3.1.1 that the Lender may (but without being under any duty to do so)

itself repair such buildings, fixtures, plant and machinery (and may for that purpose enter upon the Property without being deemed to have gone into possession thereof) or itself insure and keep insured with such insurer and against such risks and in such amounts and otherwise upon such terms as the Lender deems appropriate such buildings fixtures plant and machinery and that the Borrower shall be liable to the Lender for the expenses of the Lender in so doing and

3.1.2 that the Lender is entitled to negotiate and settle all claims under the insurance policies in respect of all loss and damage suffered and that all sums at any time payable under any of such policies of insurance shall be paid to the Lender (and if the same be not paid directly to the Lender by the insurers then the Borrower shall be trustee of the same for the benefit of the Lender and shall account to the Lender accordingly) and shall at the option of the Lender be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of any of the monies due from the Borrower to Lender hereunder

3.2 Carry on trade or business on such part (if any) of the Property as is now or may hereafter be used for the purpose of trade or business in accordance with the standards of good management from time to time current in such trade or business and in the event that the Property or any part thereof is now or may hereafter be used for the purposes of agriculture then to carry on business and maintain the Property or the relevant part thereof in accordance with the standards of good husbandry from time to time current

3.3 Within seven days after becoming aware thereof to give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal

having specific application to the Property or to the locality in which the Property is situate given or made by any planning authority or other public body or authority whatsoever and if the Lender so requires forthwith and at the cost of the Borrower take all reasonable and necessary steps to comply with any such notice, order, direction, designation, or resolution or proposal and make or join with the Lender in making such objections or representations in respect of any such proposal as the Lender may desire

3.4 Observe and perform all covenants stipulations and conditions to which the Property or user thereof is now or may hereafter be subject and if the Lender requires produce to the Lender evidence sufficient to satisfy the Lender that such covenants stipulations and conditions have been observed and performed and without prejudice to the generality of the foregoing as regards any lease under which all or any part of the Property is held duly and punctually pay all rents becoming due or to become due hereunder and perform and observe all the covenants and conditions on the part of the tenant which are therein contained

3.5 Not without the prior written consent of the Lender grant or agree to grant any licence or tenancy affecting all or any part of the Property nor consent to or grant any licence consenting to the assignment or transfer of any such licence or tenancy nor agree or settle any rent review under any such licence or tenancy, nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by section 99 or 100 of the Law of Property Act 1925 nor in any other way dispose or agree to dispose of or create any legal or equitable estate or interest in the Property or any part thereof

3.6 Procure that no person shall be registered under the Land Registration Acts 1925-2002 as proprietor of the Property or any part thereof without the prior written consent of the Lender and the Borrower shall be liable for the costs

incurred by the Lender in lodging from time to time restrictions against the registration of the title to all or any part of the Property

3.7 Not without the prior written consent of the Lender carry out or permit or suffer to be carried out on the Property any development as defined in the Town and County Planning Acts for the time being in force or change or permit or suffer to be changed the user of the Property

3.8 Not create grant or permit to subsist any mortgage or other fixed security or any floating charge on or over the Property or any part thereof. The foregoing prohibition shall apply not only to mortgages, other fixed securities and floating charges which rank or purport to rank in point of security in priority to the security hereby constituted but also to any mortgages or charges which rank or purport to rank *pari passu* therewith or thereafter

3.9 Not without the prior written consent of the Lender apply under any statute relating to housing or agricultural land or any other statute of any kind for the time being in force for an improvement grant or other grant or payment in respect of the Property

4. The Charge hereby created shall become enforceable and the powers of sale and of appointing a Receiver of all or any part of the Property shall immediately arise and become exercisable by the Lender in any one of the following circumstances and at any time thereafter (whether conferred by this Charge or by statute) despite any prior appointment in respect of all or any part of the Property and whether or not any of the events hereinafter mentioned is continuing:-

4.1 If any monies due hereunder shall not be paid or discharged when the same ought to be paid and discharged by the Borrower whether on demand or at scheduled maturity or by acceleration or otherwise as the case may be

4.2 If the Borrower shall be in breach of any of the obligations binding on the Borrower under this Charge and such breach (if capable of remedy) has not

been remedied to the satisfaction of the Lender before the expiry of thirty days after notice calling upon the Borrower to do so has been given by the Lender

- 4.3 If the Borrower is or includes an individual, upon the Borrower or such individual becoming bankrupt or entering into any composition or arrangement for the benefit of his creditors or if a Receiving Order is made against him
- 4.4 If the Borrower (or any building contractor "connected" with the Borrower, as defined by section 254 of the Companies Act 2006) is or includes a body corporate upon the making of an order for the winding up of such body corporate or the passing by such body corporate of a resolution for the voluntary winding up (save with the prior written consent of the Lender for the purpose of solvent re-construction or amalgamation only) or if such body corporate has a receiver, administrative receiver, administrator or similar officer appointed or if such body corporate shall stop or threaten to stop payment of its debts, shall cease or threaten to cease carrying on its business or shall enter into any composition or arrangement for the benefit of its creditors or has any distress or execution levied on its goods, assets or property
- 4.5 If documents are filed with the Court for the appointment of an administrator, or notice is given of an intention to appoint an administrator by the Borrower, the Directors or by a qualifying floating chargeholder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986)
- 4.6 If an encumbrancer shall take possession of the Property or any part thereof or any secured creditor of the Borrower shall seek to enforce security in respect of the Property or any part thereof or if any event shall happen which puts in jeopardy all or any part of the security afforded by this Charge or if any other event shall occur which has been agreed in writing between

the Borrower and the Lender as an event upon the occurrence of which this or any other security for all or any of the monies due hereunder shall be enforceable

4.7 If any process or event with an effect analogous to any of those referred to in clause 4.1 – 4.6 (inclusive) happens to the Borrower in any jurisdiction outside England and Wales

5.1 At any time after the Lender shall have demanded payment of any monies due hereunder or if requested by the Borrower the Lender may appoint by writing any person or persons to be receiver and manager or receivers and managers (hereinafter called "the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Property. The power shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925

5.2 The Lender may from time to time fix the remuneration of the Receiver without the restrictions contained in section 109 of the Law of Property Act 1925 and may remove the Receiver and appoint another in his place. The remuneration of the Receiver shall be a debt secured by this Charge which shall be due and payable immediately upon it being paid by the Lender

5.3 The Receiver shall so far as the law permits be the agent of the Borrower 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 hereby limiting any general powers hereinbefore referred to and without

prejudice to any of the Lender's powers the Receiver shall have power in the name of the Borrower or otherwise to do the following things namely:-

- 5.3.1 to take possession of collect and get in all or any part of the Property and for that purpose to take any proceedings as he shall think fit
- 5.3.2 to commence and/or complete any building or works of repair, alteration or development on the Property or any part thereof and to apply for and obtain any planning permissions, building regulations approvals and any permissions consents or licences in each case as he may in his absolute discretion think fit
- 5.3.3 to raise money from the Lender or other on the security of the Property or otherwise
- 5.3.4 to provide such facilities and services for tenants and generally to manage the Property in such manner as he shall think fit
- 5.3.5 if the Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Lender on the terms hereof so far as applicable and to execute a formal Charge over any such new lease in favour of the Lender in such form as the Lender may require
- 5.3.6 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 Property or any part thereof, in each case in such a manner and for such term with or without a premium with such covenants on the part of the Borrower 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

- 5.3.7 to grant any interest or right over the Property and/or any option or licence of the whole or any part of the Property on such terms and subject to such conditions as he thinks fit
- 5.3.8 to make any arrangement, compromise, demand or take proceedings as may be expeditious for that purpose that the Lender or he shall think fit
- 5.3.9 to make and effect all repairs improvements and insurances
- 5.3.10 to appoint managers, officers, contractors, workmen, agents, other personnel and professional advisers for the aforesaid purposes for such period and upon such terms as to remuneration or otherwise as he may determine
- 5.3.11 to exercise or revoke any VAT option to tax as he thinks fit
- 5.3.12 to charge and receive such sums by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him
- 5.3.13 to manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating, diversifying any business of the Borrower carried out at the Property
- 5.3.14 to sever and sell separately any fixtures or fittings from the Property without the consent of the Borrower
- 5.3.15 to give valid receipts for all monies and execute all advances and things which may be proper or desirable for realising any of the Property
- 5.3.16 make any arrangement, settlement or compromise between the Borrower and any other person as he thinks fit

- 5.3.17 bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property as he thinks fit
- 5.3.18 exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that Act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986
- 5.3.19 for any of the purposes authorised by this clause 5.3, raise money by borrowing from the Lender (or from any other person) on the security of all or any of the Property in respect of which he is appointed on such terms as he thinks fit
- 5.3.20 redeem any prior encumbrance and settle and pay the accounts to which the encumbrance relates. Any accounts so settled and paid shall be conclusive and binding on the Borrower and the monies so paid shall be deemed to be an expense properly incurred by the Receiver
- 5.3.21 do all such acts and things as an absolute owner could do in the ownership and management of the Property or any part of it
- 5.3.22 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters powers aforesaid and which he lawfully may or can do

PROVIDED NEVERTHELESS that the Receiver shall not be authorised to exercise any of the aforesaid powers if and in so far and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently

- 5.4 All or any of the powers, authorities and discretions which are conferred by this Charge (either expressly or impliedly) upon a Receiver of the Property may be exercised after the security created by this Charge becomes

enforceable by the Lender in relation to the Property without first appointing a Receiver or notwithstanding the appointment of a Receiver

5.5 Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Property subject to this Charge, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with all or any of the Property subject to this Charge for which a mortgagee in possession might be liable as such. The Lender will not be liable to account to the Borrower as mortgagee in possession for any money not actually received by the Lender. If the Lender or any receiver enters into or takes possession of the Property, it or he may at any time relinquish possession

5.6 Each of the Lender and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Charge (including the power of attorney granted under clause 7. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Lender or any Receiver shall think fit. Neither the Lender nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate

6. The Lender or the Receiver may dispose of any chattels found on the Property as agent for the Borrower and without prejudice to any obligation to account for the proceeds of any sale of such chattels the Lender or the Receiver shall be indemnified by the Borrower against any liability arising from such disposal

7. The Borrower hereby irrevocably appoints the Receiver under the provisions of this Charge the Attorney of the Borrower and in the name and on behalf of

the Borrower and as the Borrower's act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which the Receiver may consider expedient in the exercise of any of his powers hereunder

8. The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 shall not apply to the Charge hereby created

- 9.1 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:

9.1.1 to enquire whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or

9.1.2 to see to the application of any money paid to the Lender or any Receiver

- 9.2 The receipt of the Lender or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Property or in making any acquisition in the exercise of their respective powers, the Lender and any Receiver may do so for such consideration, in such manner and on such terms as it or he thinks fit

10. The Lender may in its discretion grant time or other indulgence or make any other arrangement variation or release with any person or persons not party hereto or where there are two or more persons comprised in the expression "the Borrower" with any such persons whether or not such person or persons are jointly liable with the Borrower in respect of any of the monies due hereunder or of any other security therefore without prejudice either to the Charge hereby created or to the liability of the Borrower for the monies due hereunder

11. The Borrower shall pay on a full indemnity basis all costs charges and expenses in any way incurred by the Lender in relation to the Charge hereby created or the Property including the costs of any proceedings in relation hereto or to the monies due hereunder whether or not such actions or proceedings involve:

11.1 third parties

11.2 the protection of the Lender's title

11.3 the protection of the equity of redemption

11.4 the alleged duties of care by the Lender in favour of any third party

12.1 The Charge hereby created shall remain in full force and effect as a continuing security unless and until the Lender discharges the Charge hereby created. The Borrower's liability under this Charge in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:-

12.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground; or

12.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

12.1.3 any other act or omission, which but for this clause 12.1 might have discharged, or otherwise prejudiced or affected, the liability of the Borrower

- 12.2 The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Charge against the Borrower.
13. Any demand or notice required to be served hereunder shall be in writing and may be served by delivery or sending the same by telex, facsimile transmission or first class pre-paid letter post to the registered office for the time being of the party (if a company) on which it is to be served or to the address given above (or subsequently notified) for the time being of the party on whom it is to be served. Any notice sent by first class pre-paid post shall be deemed to have been served upon the next business day following the date of posting (Saturdays, Sundays and Public Holidays excluded)
14. Where the context so admits:-
- 14.1 the expression "the Borrower" shall include any person from time to time deriving title under the Borrower and the expression "the Lender" shall include its successors and assigns
- 14.2 any reference herein to a person shall include a body corporate
- 14.3 any reference herein to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force
- 14.4 references to the singular shall include the plural and vice versa and the use of the male pronoun shall include the female and neuter and where there are two or more persons comprised in the expression "the Borrower" the covenants expressed to be made by the Borrower shall be deemed to be made by such persons jointly and severally
- 14.5 A third party (being any person other than the Borrower, the Lender (and its permitted successors and assigns), and any Receiver) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of any terms of this Charge

- 14.6 Any reference to Lender or Receiver in this Deed shall include any person appointed by the Lender or Receiver and any person appointed as attorney of the Lender or Receiver
- 14.7 At any time, without the consent of the Borrower, the Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this Charge to any person. The Lender may disclose such information about the Borrower, the Property and this Charge as the Lender considers appropriate to any actual or proposed assignee or transferee
- 14.8 The Borrower may not assign any of its rights, or transfer any of its obligations, under this Charge or enter into any transaction which would result in any of those rights or obligations passing to another person
- 14.9 This Charge shall be in addition to, and independent of, every other security or guarantee which the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Property shall merge in the security created by this Charge
- 14.10 This Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Charge in writing
- 14.11 Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:-
- (a) the Lender or its nominee may retain this Charge and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the

Property, for such period as the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

- (b) the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred

14.12 The rights and powers of the Lender conferred by this Charge are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law

14.13 No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this Charge or constitute a suspension or variation of any such right or power

14.14 No delay or failure to exercise any right or power under this Charge shall operate as a waiver

14.15 This Charge may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

14.16 This Charge and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

15. The Borrower hereby requests Land Registry to note the following restriction in the Proprietorship Register of the Borrower's title to the Property:-

"Restriction: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the

charge dated [*date of this deed*] in favour of Helmsley Securities Limited referred to in the Charges Register or its conveyancer.”

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE SCHEDULE

Description of Property

ALL THAT freehold property situate and being 4-6 Gillygate, York YO31 7EQ
registered at the Land Registry with Title Number NYK20841

EXECUTED AS A DEED by

HELMSLEY SECURITIES LIMITED

acting by two directors

or a director and its Secretary:-

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED by

T.J. THOMSON & SON LIMITED

acting by two directors

or a director and its secretary:-

.....
Director

.....
Director/Secretary