

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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.companieshouse.gov.uk

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
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

WEDNESDAY



A2BSOWRE

A05

03/07/2013

#20

COMPANIES HOUSE

1 Company details

Company number 0 2 7 8 9 8 7 5
Company name in full ALDERGATE REALTIES LIMITED

i 4 For official use

→ **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 0 1 0 7 2 0 1 3

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 TM TRUSTEES LIMITED
(Company Registration No 03094287)

Name Peter Kevin Walster

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

Freehold property at
39 Stockwell Gate, Mansfield, Notts, NG18 1LA
registered at the Land Registry under title number NT65681

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

MR01

Particulars of a charge

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

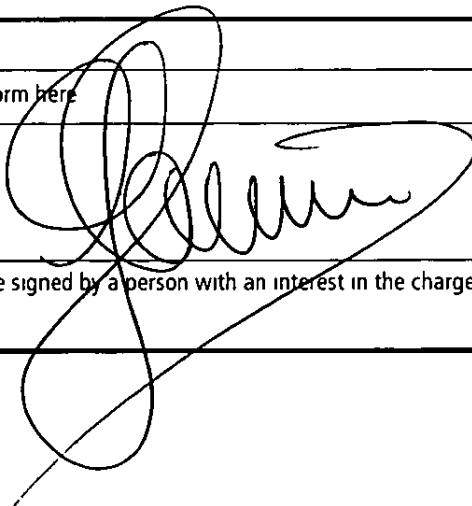
Signature

Please sign the form here

Signature

Signature

X



X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **CHRIS CARLIN**

Company name **SHARP YOUNG & PEARCE LLP**

Address **140 FRONT STREET**

Post town **ARNOLD**

County/Region **NOTTINGHAM**

Postcode **N G 5 7 E G**

Country **UK**

DX **29,686 ARNOLD**

Telephone **0115 920 0020**



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 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.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: 2789875

Charge code: 0278 9875 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2013 and created by ALDERGATE REALTIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2013

DX

Given at Companies House, Cardiff on 5th July 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS LEGAL CHARGE is made the

1st

day of

July

2013

Between

- (1) **ALDERGATE REALTIES LTD** (Company Registration Number 02789875) whose registered office is at 46 High Street, Arnold, Nottingham, NG5 7DZ (hereinafter called "the Borrower")
- (2) **TM TRUSTEES LIMITED** (Company Registration Number 03094287) whose registered office is at 22-26 Clarendon Street, Nottingham, NG1 5HQ and **PETER KEVIN WALSTER** of 46 High Street, Arnold, Nottingham, NG5 7DZ (hereinafter called "the Lender")

NOW THIS DEED WITNESSETH as follows

Background

- (A) The Lender has agreed under the Agreement to provide the borrower with loan facilities on a secured basis
- (B) The Borrower is the owner of the Property
- (C) This Deed provides security which the Borrower has agreed to give the Lender for the loan facilities made or to be made available under the Agreement

Definitions and interpretation

1 In this charge unless there be something in the subject or context inconsistent therewith

- 1 1 "Agreement" the facility agreement dated 1st July 2013 between the Borrower and the Lender for the provision of the loan facilities secured by this Deed
- 1 2 "the Borrower" shall include the persons deriving title under the Borrower or entitled to redeem this security and "the Lender" shall include persons deriving title under the Lender
- 1 3 "the Principal Sum" means the sum of **£100,000.00** now owing to the Lender by the Borrower (as the Borrower hereby acknowledges)
- 1 4 "the Property" shall mean the freehold property known as **39 Stockwell Gate Mansfield Notts NG18 1LA** registered with title absolute under title number **NT65681**
- "Balance" on any date means the Principal Sum together with Interest then accrued less all payments which have then been made by the Borrower to the Lender under this Deed
- 1 6 "Interest" means interest accruing on the Balance at an annual rate of 4 5% per cent (being 4 per cent above the base rate of the Bank of England at the date of this Deed) For the purposes only of calculating Interest

WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL

Sharp Young & Pearce
Solicitors
140 Front Street
Arncliffe
Notts NG5 7EG
Date 2/7/13

- 1 6 1 the Balance at the start of a Period shall apply throughout that Period,
- 1 7 "Period" means a period of one calendar month, provided that .
- 1.7 1 the first Period shall start on 1st Jan 2013
- 1 7.2 each successive Period shall start immediately following the end of the previous Period,
- 1.7 3 if shorter, it means the period ending with and including the first day on which clause 9 becomes applicable
- 1 8 "Scheme Year" means a period of 12 calendar months ending on 31 December in any year
- 1 9 Words importing the masculine shall include the feminine and vice versa
- 1 10 Words importing the singular shall include the plural and vice versa and where there are two or more persons included in the expressions "the Borrower" or "the Lender" or either of them covenants contained herein expressed to be made by such parties respectively shall be deemed to be made by such persons jointly and severally
- 1 11 Words importing persons shall include companies and vice versa
- 1 12 The clause and schedule headings do not form part of this charge and shall not be taken into account in its construction or interpretation

Recitals

- 1 The Borrower is seised of the Property free from incumbrances

Charge

- 2 The Borrower with full title guarantee charges the Property by way of legal mortgage as a continuing security to the Lender for the discharge of the following (all which the Borrower hereby covenants to pay)
- 3 1 The Balance
- 3.2 All costs charges and expenses howsoever incurred by the Lender in relation to this legal charge or to the monies hereby secured or intended to be secured on a full indemnity basis

Advance

- 4 4.1 This Deed shall govern the loan of the Advance by the Lender to the Borrower.
- 4 2 This Deed shall be governed by the law of, and the parties submit to the exclusive jurisdiction of the courts of, England & Wales
- 4 3 The right to interest under this Deed shall apply equally after as before any judgement obtained under it, but without prejudice to any other rights of the Lender

- 4 4 This Deed shall terminate on the first date when the Balance is nil, but without prejudice to any rights or obligations of any party arising under the Deed before that date

Scheduled Repayments

- 5 On the last day of each period the Borrower shall pay to the Lender the lesser of
- 5 1 the lease amount which, if paid in accordance with this Deed for the Period and all future Periods and if the rate of Interest were to remain the same, would result in the Balance being reduced to nil by (5 years after start date), and
 - 5 2 the Balance

Additional Repayments

- 6 The Borrower may at any time pay to the Lender any further amount

Discharge

- 7 If the Borrower shall make payment in full to the Lender of all monies secured or intended to be secured hereunder then the Lender will at the request and cost of the Borrower discharge this security

Additional Covenants by the Borrower

- 8 The Borrower hereby covenants with the Lender that so long as any money remains owing on this security -
- 8 1 The Borrower will keep the Property insured against fire and such other risks as the Lender shall from time to time require to the full reinstatement value thereof from time to time in an insurance office approved by the Lender in writing (and if so required in the joint names of the Borrower and the Lender)
 - 8 2 The Borrower will make all payments required for such purpose as and when the same shall become due and when required by the Lender deliver to the Lender the policy or policies of such insurance and the receipt for each such payment provided that if the Borrower shall comply with the Borrower's obligations as to insurance contained in any mortgage or legal charge referred to in Part II of Schedule 1 and produce to the Lender the policy so maintained and the receipt for each premium paid in respect thereof and shall procure that the interest of the Lender is noted on such policy then the Borrower shall be deemed to have performed the Borrower's covenant in that behalf so far as concerns the sum insured and the risks to which such insurance relates
 - 8 3 Any money received under any insurance policy effected in respect of the Property (whether effected by the Borrower pursuant to the obligation hereinbefore created or otherwise or by the Lender pursuant to the power hereinafter granted or otherwise) shall at the election of the Lender be applied either in making good the loss or damage in respect of which it was received or in or towards payment of the monies hereby secured
 - 8 4 The Borrower will keep the Property in good order and repair and will duly and with reasonable expedition complete any building operations commenced at any time by the Borrower on the Property

- 8.5 The Borrower will not cause or allow any person to be registered as proprietor of the Property without the consent in writing of the Lender and the costs incurred by the Lender of entering any caution against such registration shall be deemed to be costs properly incurred by the Lender as mortgagee

Default

- 9 Notwithstanding anything herein contained a demand for all monies hereby secured shall become immediately repayable and a demand therefor shall be deemed to have been made and all such monies shall become immediately due upon the happening of one or more of the following -
- 9 1 If any covenant on the Borrower's part herein contained shall not be performed or observed and such breach or default remains unremedied for a period of fourteen days after notice by the Lender requiring remedy or
- 9 2 If the Borrower (or any of them if "the Borrower" is more than one person) being an individual or firm shall suffer a bankruptcy order to be made against him or shall compound or arrange with the Borrower's creditors or being a Company shall go into liquidation either compulsory or voluntary (except for the purpose of a bona fide reconstruction or amalgamation effected with the consent of the Lender)
- 9 3 If any encumbrancer should take possession of or a Receiver be appointed to the Property
- 9 4 If any distress execution sequestration or other process of enforcement shall be levied upon or against the Property or any part thereof or any chattels thereat
- 9 5 If the Property or any part thereof is compulsorily acquired by or by order of any public authority
- 9 6 If the Property is leasehold if any notice is served on the Borrower under Section 146 of the Law of Property Act 1925 relating to the Property
- 9 7 If under the terms of this charge monies are to be paid by the Borrower by instalments if any instalment shall not be wholly paid within fourteen days of the same having fallen due

No Assignment

- 10 10 1 The Lender may not assign the benefit of this Deed without the written consent of the Borrower

Other provisions and remedies generally

- 11 It is hereby agreed and declared as follows

- 11 1 During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Property or any part thereof shall be capable of being exercised by the Borrower without the previous consent in writing of the Lender

- 11 2 Section 93 of the Law of Property Act 1925 (restricting the right of consolidation) shall not apply to this security
- 11 3 If default shall at any time be made by the Borrower in insuring the Property or keeping it in repair or completing any works commenced on the Property then the Lender may insure and keep insured the Property in such sum as the Lender may think appropriate and may repair or keep in repair the Property or complete any such works (with power to enter upon the Property for any of those purposes without thereby becoming a mortgagee in possession) and all monies expended by the Lender under this provision shall be deemed properly paid by the Lender and shall on demand be reimbursed by the Borrower with interest from the date of demand
- 11 4 Section 103 of the Law of Property Act 1925 shall not apply to this security but the statutory power of sale shall as between the Mortgagee and a purchaser from the Mortgagee arise on and be exercisable at any time after the execution of this security provided that the Lender shall not exercise the said power until payment of the monies hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon enquiry whether such demand has been made
- 11 5 Subject to any provision to the contrary herein contained in so far as interest is or becomes due to be paid by the Borrower in respect of any monies hereby secured such interest shall be paid (as well after as before any judgment) at the Interest Rate
- 11 6 Entry into possession of the Property (for whatever reason) shall not render the Lender liable to account as mortgagee in possession
- 11 7 The Lender may from time to time waive or authorise (on such terms and conditions if any as the Lender may deem expedient) any breach or proposed breach by the Borrower of the Borrower's obligations or the conditions contained in this Charge without prejudice to the Lender's rights and remedies in respect of any other breach of them
- 12 The Borrower hereby irrevocably authorises:-
- 12 1 The Lender to obtain from the holder of any prior or subsequent charge such details of the state of account between such holder and the Borrower as the Lender may from time to time require and
- 12 2 The holder of any such charge to supply such information to the Lender

H.M. Land Registry restriction

- 13 The Borrower applies for a restriction in the following terms to be entered on the register of the Borrower's title to the Property -

"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 1st July 2013 in favour of TM Trustees Ltd referred to in the charges register or their conveyancer"

IN WITNESS whereof the parties hereto have duly executed this document as a deed the day and year first before written

SIGNED as a Deed and Delivered when dated,
by **ALDERGATE REALTIES LTD**

acting by
Director

Signature

Name

P. Walster

P. WALSTER

SIGNED as a Deed and Delivered when dated,
by **TM TRUSTEES LIMITED**

acting by
Director

Signature

Name

[Signature]

PAUL DARVILL

Director/Secretary

Signature

Name

[Signature]

DAVID BONNETT

SIGNED as a Deed and Delivered when dated,

By, **PETER KEVIN WALSTER**

In the presence of -

Witness Signature

Name

P. Walster
S. Bacon

S. Bacon

Occupation P. A.

Address

62 Sandfield Road
Arnold
Nottingham
NG5 6QJ