



Registration of a Charge

Company Name: **LEGACY PROPERTIES LIMITED**

Company Number: **02826898**



Received for filing in Electronic Format on the: **01/03/2023**

XBYDIX00

Details of Charge

Date of creation: **14/02/2023**

Charge code: **0282 6898 0020**

Persons entitled: **MK TRUSTEES UK LIMITED
LINDA LONG AS THE TRUSTEES OF LEGACY PROPERTIES LIMITED 2005
SSAS**

Brief description: **ALL THE FREEHOLD PROPERTY KNOWN AS 2B QUINTDOWN BUSINESS
PARK, WEST ROAD, QUINTRELL DOWNS, NEWQUAY TR8 4DS AND
REGISTERED UNDER TITLE NUMBER CL310775**

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: **HOWELLS LEGAL LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2826898

Charge code: 0282 6898 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th February 2023 and created by LEGACY PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st March 2023 .

Given at Companies House, Cardiff on 2nd March 2023

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**

HM 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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

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 HM 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.

1	Title number(s) of the property: CL310775
2	Property: 2b Quintdown Business Park, West Road, Quintrell Downs, Newquay TR8 4DS
3	Date: 14th February 2023
4	LEGACY PROPERTIES LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02826898 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: MK TRUSTEES UK LIMITED and LINDA LONG as the Trustees of Legacy Properties Limited 2005 SSAS <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: MK TRUSTEES UK LIMITED (Company No. 01668457) <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

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.

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.

6 Lender's intended address(es) for service for entry in the register:

MK TRUSTEES UK LIMITED, 1 Tower Place West, Tower Place, London, United Kingdom EC3R 5BU

LINDA LONG, 5 Broadwater Down, Tunbridge Wells, Kent TN2 5NJ

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:

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 14th February 2023 in favour of MK Trustees UK Limited and Linda Long as the Trustees of Legacy Properties Limited 2005 SSAS referred to in the charges register or their conveyancer.

9 Additional provisions

9.1 Definitions

In this deed the following terms shall have the following meanings:-

Loan means the loans from the Lender to the Borrower made under the Loan Agreements.

Loan Agreements the loan agreement between the Borrower and the Lender dated 23rd September 2021 and the loan agreement made between the Borrower and the Lender dated 2023.

clause and **schedule** mean respectively clauses or schedules in this deed unless the context shows a contrary meaning.

parties means the parties to this deed.

9.2. Covenant to pay

The Borrower covenants to pay to the Lender all sums due under the Loan Agreements.

9.3 Charge

The Borrower with full title guarantee charges the Property to the Lender by way of a first legal charge with payment or discharge of all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Loan Agreements or this deed, together

with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

9.4 Insurance

The Borrower shall keep the Property insured against all usual risks including fire and such other risks for its full reinstatement value for the time being and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance.

9.5 Repairs

The Borrower shall keep the Property in good and marketable repair and condition.

9.6 Registration of legal charge at HM Land Registry

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated the 14th February 2023 in favour of MK Trustees UK Limited and Linda Long as the Trustees of Legacy Properties Limited 2005 SSAS referred to in the charges register or their conveyancer.

9.7 Consolidation

Section 93 of the Law of Property Act 1925 shall not apply to this deed.

9.8 Power of sale and appointment of receiver

9.8.1. Section 103 of the Law of Property Act 1925 shall not apply to this deed.

9.8.2. The statutory and other powers of sale and appointing a receiver shall arise on the date of this deed and shall become exercisable by the Lender without notice to the Borrower immediately if:

- any payment of any money payable by the Borrower under this deed is not paid on the due date;
- any execution is levied upon the Property.
- any steps are taken by any person to enforce any rights in respect of the Property.

9.9 Notices

9.9.1. Any notice given under this deed shall be in writing and may be served:

- personally;
- by registered or recorded delivery mail; or
- by any other means which any party specifies by notice to the others.

9.9.2. Each party's address for the service of notice shall be his above mentioned address or such other address as he specifies by notice to the other.

9.9.3. A notice shall be deemed to have been served:

- if it was served in person, at the time of service;
- if it was served by post, 48 hours after it was posted.

9.10 Borrower's defaults

If the Borrower fails to perform or observe any of their obligations under this charge the Lender shall be entitled, but not obliged to, take such steps as he thinks fit in or towards making good the Borrower's default without becoming liable as mortgagee in possession and for that purpose to enter the Property.

9.11 Attorney

The Borrower irrevocably appoints the Lender as their attorney to execute any document or do anything which is required for any of the purposes of this Charge or the exercise or enforcement of any of the Lender's rights and remedies under it.

9.12 Free from accountability

If the Lender enters into possession of the Property or part of it he may from time to time at pleasure go out of such possession and shall not be liable to account as mortgagee in possession while in fact out of possession if notice is served on the Borrower within seven days after its happening.

9.13 Interpretation

9.13.1 Except where the context renders it absurd or impossible every reference to any party to this charge shall include his or her successors in title and personal representatives, by and against whom this agreement shall be enforceable as if they had been originally named as parties.

9.13.2. In this charge:

- words expressed in any gender shall where the context so requires or permits include any other gender;
- words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa;
- words expressed in the singular shall where the context so requires or permits include the plural; and
- where any party is more than one person:
- that party's obligations in this charge shall take effect as joint and several obligations;
- anything in this charge which applies to that party shall apply to all of those persons collectively and each of them separately;
- the benefits contained in this charge in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately; and
- the receipt of the survivor of joint holders of this charge shall be a good discharge to the Borrower.

9.13.3. The headings to clauses and the table of clauses and marginal notes are inserted for ease of reference only and shall not affect the construction of this charge.

9.13.4. References in this charge to anything which any party is required to do or not to do shall include her acts, defaults and omissions, whether:

- direct or indirect;
- on his own account; or
- for or through any other person; and
- those which he permits or suffers to be done or not done by any other person.

9.13.5. The effect of all obligations affecting the Lender under this charge is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this charge an express limitation or modification.

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
Legacy Properties Limited
acting by two Directors:

Director

Director

Signed as a Deed by
Linda Long
in the presence of

SIGNATURE OF THE WITNESS

JAMES KING

NAME, ADDRESS AND
OCCUPATION OF THE WITNESS

Signed as a Deed by

Attorney Signature

S D Washington

Attorney Name

as attorney for **MK Trustees UK Limited**
under a Power of Attorney dated 1st April 2022
in the presence of

SIGNATURE OF THE WITNESS

LYDIA SPROUL / ADMINISTRATOR

NAME, ADDRESS AND

OCCUPATION OF THE WITNESS

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.