

MR01

Particulars of a charge

741295/13.
Oyez

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
an instrument Use form MR08



R3NCPWAS

RCS 23/12/2014 #9

COMPANIES HOUSE

A3MVP4G

A33 16/12/2014 #183

COMPANIES HOUSE

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 a
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. **Do not send the original**

1 Company details

Company number 08289670

Company name in full LEARNING DISABILITY EXPERIENCE

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 01/01/2014

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 PORTLAND CASHFLOW SOLUTIONS 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

FAIRLIGHT GLEN UNDERDOWN ROAD HERNE BAY CT6 5BP
TITLE NUMBER K294678

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

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

BM

X

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

MR01

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
ROSEMARY BENSKIN

Company name
BLAKE MORGAN LLP

Address

Post town

County/Region

Postcode

Country

DX 723000 OXFORD 5

Telephone
01865 248607



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

PROFORMA

Company Number 02963692
Company Name LEARNING DISABILITY EXPERIENCE [LDX]
Contact Name/ Organisation Rosemary Benskin/Blake Morgan LLP
Address Seacourt Tower, West Way, Oxford OX2 0FB
DX723000 OXFORD 5

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- X Company /LLP number
- X Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- X Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

• The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

Section 1

Company Number 02963692

Company Name LEARNING DISABILITY EXPERIENCE [LDX]

Section 6

The answer should be "No" – the instrument is not expressed to contain a floating charge

Please delete the cross from the first and third tick boxes and insert a cross in the second tick box



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2963692

Charge code: 0296 3692 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2014 and created by LEARNING DISABILITY EXPERIENCE [LDX] was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2014

Given at Companies House, Cardiff on 23rd December 2014



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

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)

We certify this to be a true and complete copy of the original

this 15th day of December 2014

BLAKE
MORGAN

Seacourt Tower, West Way
Oxford OX2 0FB

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 K294678
2	Property Fairlight Glen, Underdown Road, Herne Bay, CT6 5BP
3	Date 11 th December 2014
4	<p>Borrower Learning Disability Experience [LDX]</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 02963692</p> <p><u>For overseas companies</u> (a) Territory of incorporation (b) Registered number in the United Kingdom including any prefix</p>
5	<p>Lender for entry in the register Portland Cashflow Solutions Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 08289670</p> <p><u>For overseas companies</u> (a) Territory of incorporation (b) Registered number in the United Kingdom including any prefix</p>
6	<p>Lender's intended address(es) for service for entry in the register Eagle Point, Little Park Farm Road, Segensworth, Fareham, Hampshire, PO15 5TD</p>

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	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property (including the gross rents, licence fees and any other monies at any time derived from the Property) by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate</p> <p>"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 Portland Cashflow Solutions Limited of Eagle Point, Little Park Farm Road, Segensworth, Fareham, Hampshire, PO15 5TD"</p>
9	<p>Additional provisions</p> <p>9 1 The "sums" referred to in box 7 of this Legal Charge are all of the monies, obligations and liabilities, and any other indebtedness of any kind, now (or which may in the future become) be due, owing or incurred by the Borrower to the Lender, whether</p> <ul style="list-style-type: none">◆ incurred alone or jointly with another,◆ incurred as principal, surety or guarantor,◆ actual or contingent <p>9 2 This Legal Charge incorporates, and is subject to, the Lender's Standard Terms and Conditions</p> <p>9 3 The Borrower acknowledges that it has read and understood (and been advised) of the Lender's Standard Terms and Conditions, and covenants with the Lender to observe and comply with, and be bound by, the the Lender's Standard Terms and Conditions</p> <p>9 4 The land charged is held by the Borrower, a non-exempt charity, and this charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply</p> <p>9 5 The directors of the Borrower, being the persons who have the general control and management of its administration, certify that they have power under the provisions establishing it as a charity and regulating its purposes and administration to effect this charge and that they have obtained and considered such advice as is mentioned in section 124(2) of that Act</p> <p>The "Lender's Standard Terms and Conditions" means the Lender's <u>STANDARD TERMS AND CONDITIONS TO SECURITY BY WAY OF LEGAL CHARGE (2014 edition)</u>"</p>

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

SIGNED and DELIVERED as a Deed by

R. Manning

Sign

A. Manning

Print Name

in the presence of and after the contents and legal implications of this deed and the Lender's Standard Terms and Conditions were explained to the signatory by

WITNESSED by

MBL

Signed

MARLENE BURR

Print Name

21 Church Hill

LONDON E7 3AD

Address

Solicitor

Occupation

Declaration to the Lender by the witness

- 1 I am a solicitor. I hold a current practising certificate
- 2 The person signing this mortgage, as Borrower, is the person so named in this document
- 3 I advised the Borrower on the implications of signing this mortgage. I am satisfied that they understand my advice

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.

PORTLAND CASHFLOW SOLUTIONS LIMITED

STANDARD TERMS AND CONDITIONS TO SECURITY BY WAY OF LEGAL CHARGE (2014 edition)

BORROWER Learning Disability Experience [LDX]

PROPERTY Fairlight Glen, Underdown Road, Herne Bay, Kent, CT6 5BP

DATE 11th December 2014

Introduction

Your agreement with Portland Cashflow Solutions Limited to charge the above Property consists of

- 1 the Legal Charge in Form CH1, **and**
- 2 these Standard Terms & Conditions

1 Definitions and Interpretation

1.1 Expressions used in these Terms and Conditions have the same meanings given to them in the Legal Mortgage, but the following definitions also apply

Debt the debt secured by the Legal Mortgage, being all indebtedness, money, obligations and liabilities, of any kind, now (or which may in the future become) due, owing or incurred by the Borrower to the Lender, whether

- ◆ incurred alone or jointly with another,
- ◆ incurred as principal, surety or guarantor,
- ◆ actual or contingent

Legal Mortgage means the legal charge in Form CH1 made between the Borrower (1) and the Lender (2) of today's date

Prior Mortgage means any mortgage or charge affecting the Property which takes priority to the Legal Mortgage

Related Rights means all present and future insurance policies, insurance claims, contractual and other rights, guarantees and undertakings to which the Borrower is entitled and which, in any way, relate to the Property

1.2 The expressions "Borrower" and "Lender" where the context admits includes their respective successors in title, transferees and assigns

1.3 If two or more persons are included in the expression Borrower then

1.3.1 Borrower refers to such persons both together and separately, and

1.3.2 Debt includes both their joint and their individual obligations, and

1.3.3 each of them is primarily liable by way of indemnity for the liabilities to the Lender of the other or others of them, and

1.3.4 the Lender may release any one or more persons without affecting its rights against the remaining person or persons comprising the Borrower

1.4 References to the Property include any part of it

1.5 This security does not create any right enforceable (by virtue of the Contracts Rights of Third Parties Act 1999) by any person not named as a party to it

1.6 If any provision of this security is or becomes invalid, illegal or unenforceable this will not affect the other provisions of this security

2 Security

2.1 If the Borrower is not the owner of a legal interest in the Property then this security (the Legal Mortgage and these Terms and Conditions) operates as a specific equitable charge of such interest as the Borrower has in the Property

2.2 If the Borrower is entitled to any share in any residents' or management company for the Property then the Borrower

- 2.2.1 charges that share, and all rights, benefits and advantages arising from it, by specific

equitable charge, with full title guarantee, and

- 2.2.2 must deliver to the Lender the share certificate for that share today (or at any time on demand), and

- 2.2.3 must transfer that share to the Lender or its nominee at any time on demand

2.3 The Borrower assigns to the Lender the benefit of the Related Rights, with full title guarantee. The Lender will reassign the Related Rights to the Borrower once the Debt is paid in full

2.4 The Borrower holds on trust for the Lender all money received under any insurance of the Property. The Borrower must use that money to repair the relevant loss or damage, or to pay the Debt, at the Lender's option

3 Covenants

3.1 The Borrower will promptly

- 3.1.1 notify the Lender of any significant damage to or subsidence of the Property, and

- 3.1.2 send to the Lender a copy of any statutory notice, order or requirement for the Property sent to the Borrower, and

- 3.1.3 answer any questions about the Property the Lender may ask

- 3.2 The Borrower will allow the Lender to inspect the Property at any time on reasonable notice

- 3.3 If the security created by this deed ranks after a Prior Mortgage the Borrower must

- 3.3.1 pay all money secured by any Prior Mortgage when due, and

- 3.3.2 comply with their obligations under any Prior Mortgage, and

- 3.3.3 not borrow any further amounts on the security of any Prior Mortgage (unless they have the Lender's written consent)

4 Restrictions

4.1 The Borrower will not without the Lender's prior written consent

- 4.1.1 sell, assign or dispose of any interest in the Property,

- 4.1.2 create any mortgage or charge or lien on the Property (or allow any to arise),

- 4.1.3 exercise any statutory or other power of leasing, letting or entering into agreements for lease or accepting any surrender of any lease,

- 4.1.4 part with or share possession or occupation of the Property with any other person,

- 4.1.5 grant any permission to underlet, assign or part with possession of the Property if let to any other person,

- 4.1.6 demolish any buildings on the Property or carry out any structural alterations or additions to the Property, or

- 4.1.7 use the Property for any commercial purpose

- 4.1.8 This deed extends the Lender's statutory powers of leasing so the Lender may grant and accept leases on such terms as it sees fit

5 Powers of the Lender

5.1 All the Lender's powers of enforcement arise on the date of this security

5.2 Sections 93 and 103 of the Law of Property Act 1925 do not apply to this security

PORTLAND CASHFLOW SOLUTIONS LIMITED

STANDARD TERMS AND CONDITIONS TO SECURITY BY WAY OF LEGAL CHARGE (2014 edition)

5 3 The Lender is not liable to account to the Borrower as mortgagee in possession or otherwise for any money not actually received by the Lender

5 4 If any person with prior ranking security takes any step to enforce such security (including making demand for payment), the Lender may redeem the prior security. Any money paid out for this purpose is recoverable from the Borrower on demand and forms part of the Debt.

5 5 The Lender, (or its employees and agents) is not liable to the Borrower for any loss suffered by the exercise of the powers given by this deed (but only if they act in good faith).

5 6 Anyone dealing with the Lender may assume that

5 6 1 demand was properly made on the Borrower for payment of the Debt,

5 6 2 the Debt was due for payment when the demand was made,

5 6 3 the Debt has not since been discharged, and

5 6 4 all the Lender's powers under this deed are exercisable

6 Personal effects

6 1 The Lender may ask the Borrower to remove personal effects from the Property. Unless the Borrower does so within 48 hours, the Lender may then store, sell and dispose of any personal effects on the Property. Personal effects are chattels, furniture, goods or personal effects of any kind.

6 2 The Lender is not liable for any loss the Borrower suffers (by using the rights granted by this clause).

7 Power of attorney

7 1 The Borrower irrevocably appoints the Lender the attorney of the Borrower (with full power of substitution and delegation). The appointment is by way of security. The Lender may use this power of attorney (in the Borrower's name, and on the Borrower's behalf, and as the Borrower's act and deed) to

7 1 1 sign or execute all deeds, instruments and documents, and

7 1 2 carry out all acts which the Borrower has agreed to execute or do, or which are the Lender deems appropriate to make sure the Lender has the security the Borrower intended to create by this security, and to exercise the powers granted by this security, and to realise this security.

8 Indemnity

8 1 The Borrower agrees to pay and indemnify the Lender on demand against

8 1 1 all existing and future rents, rates, taxes, duties, charges and outgoings now or at any time payable for the Property,

8 1 2 all legal and other costs, charges, damages and expenses (including any value added tax and on a full indemnity basis) at any time incurred by the Lender

8 1 2 1 in relation to this security or the Property or the Debt, or

8 1 2 2 in protecting, defending, preserving, enforcing or exercising or attempting to enforce or exercise any security or power under this security, and

8 1 2 3 in ensuring compliance with any of the obligations of the Borrowers under this security. This security secures the Lender's claims under this indemnity as if they were part of the Debt.

9 Appropriation

9 1 The Lender may appropriate all payments received for the account of the Borrower in reduction of any part of the Debt as the Lender decides.

9 2 The Lender may open a new account or accounts to record the amount of the Debt if the Lender receives actual or constructive notice of any mortgage, charge or interest affecting the Property. Whether or not the Lender opens a new account, no payment received after that notice will discharge any part of the Debt then owing (if followed by any increase in the Debt).

Preservation of other security and rights and further assurance

9 3 This deed is in addition to any other lien, security or rights, present or future, held by the Lender for the Debt and shall not merge with or prejudice such other security or any contractual or other lien or rights of the Lender.

9 4 The Borrower will at the Borrower's own cost and at the Lender's request execute any deed or document and take any action required by the Lender to

9 4 1 perfect the security intended to be created by this deed and the Legal Mortgage, or

9 4 2 assist the Lender to enforce the security intended to be created by this deed and the Legal Mortgage, or

9 4 3 secure the Debt on the Property.

9 5 This security is collateral security for the Borrower's obligations to the Lender. It is not prejudiced by

9 5 1 any release or discharge of the money owed to the Lender, or

9 5 2 any release of any other security or guarantee the Lender may have, or

9 5 3 any arrangements the Lender may make with any other security or guarantee.

10 Notices

10 1 Any notice or demand by the Lender may be sent by post or delivered personally to the Borrower at

10 1 1 their address given in the Legal Mortgage, or

10 1 2 at their last home address known to the Lender.

10 2 A notice or demand the Lender posts to that address is treated as received on the next day (on which letters are normally delivered) after posting.

11 Applicable law

11 1 English law is applicable to this deed.