

MR01

Particulars of a charge

015799/23
laserform



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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 the
instrument. Use form M

For further information, please
see evidence at:



A18
10/03/2018
COMPANIES HOUSE
#354

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 03888310

Company name in full The Lewes New School Limited

For official use

Filling 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 06/03/2018

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 Guerrand Hermes Foundation for Peace (registered
charity number 1134575)

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

Lewes New School, Talbot Terrace, Lewes BN7 2DS
registered at HM Land Registry with title number
ESX245758

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 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

X

Andrew Holloway
for and on behalf of
The Lewes New School Limited

X

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

Signature

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 5.COR.LEW.188.1

Company name
Lester Aldridge LLP

Address Russell House

Oxford Road

Post town Bournemouth

County/Region Dorset

Postcode B H 8 8 E X

Country United Kingdom

DX DX 7623 Bournemouth 1

Telephone 01202786158



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3888310

Charge code: 0388 8310 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th March 2018 and created by THE LEWES NEW SCHOOL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th March 2018.

Given at Companies House, Cardiff on 15th March 2018



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

HM Land Registry

Legal charge of a registered estate

"I hereby certify that this copy is a true and complete copy of the original."

Dated this 7th day of MARCH 2018
 Solicitors
 LESTER ALDRIDGE LLP
 Solicitors
 Russell House
 Oxford Road
 BOURNEMOUTH
 Dorset BH8 8EX

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.

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

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: ESX 245758
2	Property: Pells Primary School, Pelham Terrace, Lewes, BN7 2DR (now known as Lewes New School with postal address Talbot Terrace, Lewes, BN7 2DS)
3	Date. <u>6 MARCH</u> 2018
4	Borrower: The Lewes New School Limited (charity registered number 1080024) <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 03888310 <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: Guerrand Hermes Foundation for Peace (charity registered number 1134575) <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 05002640 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register: 199 Preston Road, Brighton, BN1 6AW

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 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:

Form P 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 2018 in favour of Guerrand Hermes Foundation for Peace referred to in the charges register or their conveyancer.

9 Additional provisions

9.1 This Charge is entered into in support of the Facility Agreement dated 6 MARCH 2018 made between the Lender and the Borrower ("the Facility Agreement") and the provisions of the Facility Agreement form part of this Charge.

9.2 Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of the Lender:

- create, purport to create or permit to subsist any security on, or in relation to, the Property other than any security created by this deed;
- sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property; or
- create or grant (or purport to create or grant) any interest in the Property in favour of a third party.

9.3 Leases and licences affecting the Property

The Borrower shall not, without the prior written consent of the Lender.

- grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);

- in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property);
- let any person into occupation of or share occupation of the whole or any part of the Property; or
- grant any consent or licence under any lease or licence affecting the Property

9.4 Enforcement powers

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other power until an Event of Default (as defined in the Facility Agreement) has occurred and the Lender has declared that the security constituted by this deed is enforceable pursuant to clause 12.16.4 of the Facility Agreement

Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

9.5 Appointment of Receivers

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Property.

Any Receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

9.6 The Property charged is held by The Lewes New School Limited, a non-exempt charity, and this Charge is not one falling within section 124(9) of the Charities Act 2011, so the restrictions imposed by section 124 of that Act apply.

The Trustees of The Lewes New School Limited certify that they have power under its trusts to effect this Charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the said Act.

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 THE
LEWES NEW SCHOOL LIMITED
acting by
and

ANDREW JAMES HALLAWAY
Director/Trustee
A Hallaway
Director/Trustee

Executed as a Deed by the Trustees of Lewes New School
Limited acting by and being
two of the trustees authorised to execute this Deed on behalf of
the Trustees pursuant to a resolution passed under Section 333
Charities Act 2011

SCHERATO RUOSAL Ollh
Trustee

[Signature]
Trustee

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.