

MR01
Particulars of a charge



Companies House

00000713

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

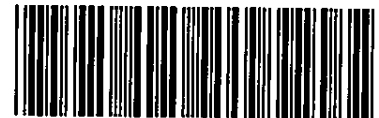
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

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 a court order extending the time for delivery

 You must enclose a certified copy of the instrument with this form. This
must be scanned and placed on the public record. Do not send the original

THURSDAY



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A23

23/10/2014

#82

COMPANIES HOUSE

1 Company details

Company number 04216674

Company name in full R T Julian & Son Limited

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 06/10/2014

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 People 2000 Limited (Company No 01062035)

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	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
Brief description	the land and buildings on part of the Treloggan Industrial Estate, Newquay, Cornwall registered under title numbers CL298353, CL108749 and CL54052	
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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X  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

Company name Murrell Associates Limited

Address 14 High Cross

Post town Truro

County/Region Cornwall

Postcode T R 1 2 A J

Country England

DX

Telephone 01872 226991



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4216674

Charge code: 0421 6674 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2014 and created by R T JULIAN & SON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2014.

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Given at Companies House, Cardiff on 28th October 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We hereby certify this to be a true copy of the original Page 1
this 14th day of October 2014

Murrell Associates Limited

LEGAL CHARGE

Dated 6th October 2014

BETWEEN

- (1) R T Julian & Son Limited (Company registration number 4216674) Treloggan Industrial Estate Newquay Cornwall TR7 2SX ('the Chargor'), and
- (2) **PEOPLE 2000 LIMITED** (company number 1062035) whose registered office is at Top Floor East, 1 Wheal Northey, St Austell, Cornwall, PL25 3EF ('the Lender')

1 Definitions

In this charge, unless the context otherwise requires

- 1 1 'the Act' means the Law of Property Act 1925,
- 1 2 'Default' means the occurrence of one or more of the events set out in clause 12
- 1 3 'the Facility Letter' means the letters dated 25th March 2011 and 2 October 2013 from the Lender to the R T Julian & Son (Holdings) Limited (Company registration number 4216432) setting out the details and terms of the Loan and a reference to the Facility Letter includes a reference to such letter as may from time to time be amended or varied
- 1 4 'the Loan' means the secured loan facilitating the aggregate principal amount of £600,000.00 together with all other such sums as may be due for payment in accordance with the Facility Letter and a reference to the Loan includes any further advance as may be made by the Lender to the R T Julian & Son (Holdings) Limited (Company registration number 4216432)
- 1 5 'the Property' (subject to clause 3.2) means the property referred to in the schedule, all fixtures in or about it, buildings or structures on it, all and every interest in it or in the proceeds of sale of it any proceeds of insurance claims and any right to charge or receive income or rent arising from Property and where the context admits references to 'the Property' include any part of it,
- 1 6 'the Secured Sums' means the Loan and all money and liabilities now or in the future due, owing or incurred to the Lender by R T Julian & Son (Holdings) Limited (Company registration number 4216432), whether actually or contingently, solely or jointly with any

other person, or as principal or surety, including sums becoming due under this charge and interest, discount commission or other lawful charges and expenses the Lender may in the course of its business charge for keeping the account of R T Julian & Son (Holdings) Limited (Company registration number 4216432) or in respect of any of the matters specified above and so that interest shall be computed and compounded according to the usual mode of the Lender before as well as after any demand is made or judgment obtained, and

- 1 7 the expression 'the Chargor', where the context so admits, includes the person for the time being entitled to redeem this security and the expression 'the Lender', where the context so admits, includes its successors in title and assigns

2 **Covenant to pay**

The Chargor covenants with the Lender that as and when the Secured Sums or any part of them are due for payment the Chargor shall pay the Secured Sums, or as the case may be the part of them due to be paid, to the Lender

3 **Charge**

The Chargor with full title guarantee charges the Property by way of first legal mortgage as a continuing security to the Lender with the payment or discharge of the Secured Sums and all other money covenanted to be paid by the Chargor under this charge

4 **Covenants by Chargor**

The Chargor covenants with the Lender to observe and perform the restrictions and obligations set out below

4 1 **Repair**

The Chargor shall keep the Property in a good state of repair and in good working order and condition and renew and replace the fixtures and fittings about the Property as and when they become obsolete, worn out or destroyed

4 2 **Payment of outgoings**

The Chargor shall pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Property as and when they become payable and on demand must produce to the Chargor the receipt for such payments

4 3 **Lender's right of inspection**

The Chargor shall permit the Lender to enter upon all buildings, erections or structures forming part of the Property, without prejudice to the powers conferred by this charge and

without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same

4 4 Not to alter buildings etc

The Chargor will not, without the previous consent in writing of the Lender or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Lender in writing, make any alterations to any buildings, erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of the Property or put up or erect any new buildings

4 5 Observance of covenants and compliance with notices

4 5 1 The Chargor must observe and perform all covenants, conditions, agreements or obligations to be observed and performed on the part of the tenant contained in any lease under which any of the Property is held by the Chargor, and enforce observance and performance of the landlord's covenants in any such lease

4 5 2 If the Chargor receives any notice served under section 146 of the Act or any proceedings are commenced for forfeiture of any such lease or any superior lease or the landlord or any superior landlord attempts to re-enter under the provisions of such lease, the Chargor must give immediate notice in writing to the Lender and at the request of the Lender at the expense of the Chargor must take all such steps as the Lender may require

4 6 Insurance

The Chargor must insure such of the Property as is of an insurable nature and keep them insured, in the joint names of the Chargor and the Lender or with the interest of the Lender endorsed on the policy of insurance, against loss or damage, to their full insurable value in a manner approved by the Lender, and if so required must deposit with the Lender every such policy of insurance and the receipt for the latest premium payable under it

4 7 Proceeds from insurance claims

The Chargor must ensure that all money payable under any insurance in respect of loss or damage to the Property, whether effected or maintained pursuant to the covenants contained in this charge or otherwise, is paid to the Lender or, if it is paid to the Chargor, must hold all money received on trust for the Lender to be applied (at the Lender's sole discretion) in either making good the loss or damage in respect of which the money is received or in or towards the discharge of the Secured Sums

4.8 Observance of terms of conveyances etc

The Chargor must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Property and binding upon the Chargor.

4.9 Observance of Acts of Parliament

The Chargor must observe any and every enactment, including every existing or future Act of Parliament, relating to or affecting the Property or any development or the use of the Property for any purpose or the employment of persons in the Property, and must execute all works and provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time

4.10 Creation of other mortgages etc

The Chargor must not create, suffer or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Property other than this security

4.11 Sale etc of Property

The Chargor must not sell or dispose of the Property or any estate or interest in it or share or part with possession or occupation of it without the express prior written consent of the Lender

4.12 Perfection of security

The Chargor must execute and do all such assurances and things as the Lender may from time to time require for perfecting this security, preserving the Property, facilitating the realisation of the Property in such manner as the Lender may think fit and directs, and in exercising all powers, authorities and discretions conferred by this charge or by law on the Lender or any receiver appointed by it

4.13 Payment of costs etc

The Chargor must pay on demand to the Lender (or any receiver appointed under this security)(on a full indemnity basis) and, indemnify and keep the Lender or any receiver appointed under this security indemnified from and against, all costs, charges and expenses, (whether in the nature of income or capital), incurred by the Lender or by any receiver appointed by it in or in connection with the Property or the exercise of any powers conferred by this charge or by statute, or that they or either of them incur in or in connection with the recovery or attempted recovery of the Secured Sums or the

preservation or attempted preservation of this security or of the Property and the remuneration of any receiver

5 Statutory powers

5.1 The statutory powers conferred upon the Lender (or any receiver) as varied and extended by this charge and all other powers conferred in this charge shall in favour of any purchaser, as defined in section 205 of the Act, or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this charge

5.2 The Chargor shall not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without the consent in writing of the Lender previously obtained but the Lender or any receiver shall be entitled to grant or accept surrenders of leases without restriction after the power of sale has become exercisable

5.3 The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to this security

6 Enforcement of security

6.1 Powers to be exercisable without restrictions

Section 103 of the Act shall not apply to this security. In the event of Default, this security shall become immediately enforceable and the powers conferred upon the Lender by the Act and this charge immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Property

6.2 Appointment of receiver

6.2.1 At any time after this security has become enforceable or at the written request of the Chargor the Lender may by writing under the hand of any officer of the Lender and without notice to the Chargor

6.2.1.1 appoint any person, whether an officer of the Lender or not, to be a receiver of the Property or any part of it, and

6.2.1.2 remove any such receiver, whether or not appointing another in his place,

6.2.1.3 and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed

6.2.2 None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply

- 6 2 3 Any receiver so appointed shall, in addition to the powers conferred by the Act, have power at his to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Chargor, to do or omit to do anything which the Chargor could do or omit to do in relation to all or any part of the Property In particular (but without limitation) any such receiver shall have the power
- 6 2 4 to take possession of, collect and get in and sell all or any part of the Property and for that purpose bring any proceedings in the name of the Chargor or otherwise,
- 6 2 5 to manage or carry on or concur in carrying on any business of the Chargor from the Property;
- 6 2 6 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property,
- 6 2 7 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of sections 99 and 100 of the Act or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Chargor or otherwise,
- 6 2 8 to seize and sever all or any fixtures at or in the Property other than, to the extent the Chargor comprises an individual or individuals, trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site,
- 6 2 9 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Chargor or the Property or in any way relating to this security,
- 6 2 10 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal which may arise in connection with any business of the Chargor or the Property or in any way relating to this security,
- 6 2 11 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences,
- 6 2 12 to acquire by purchase, lease or otherwise any further property, assets or rights,
- 6 2 13 to appoint, employ and dismiss managers, officers, contractors, professional advisors and agents, and
- 6 2 14 to do (whether in the name of the Chargor or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement

or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers

The receiver shall in the exercise of his powers conform to any regulations and directions made by the Lender and shall not be responsible, nor shall the Lender be responsible, for any loss or damage occasioned as a result. A receiver appointed under this security shall be deemed to be the agent of the Chargor and the Chargor shall alone be responsible for his acts and defaults and shall alone be responsible for his costs and remuneration

6.3 Exercise of receiver's powers by the Lender

At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Lender may at its discretion and without being responsible for any loss or damage that may arise in that connection and without any consent by the Chargor exercise any power which a receiver appointed by it could exercise

7 Money arising on enforcement of security

All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority

- 7.1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver,
- 7.2 in payment of the interest remaining unpaid, and
- 7.3 in payment of all principal money, premiums or other sums comprised in the Secured Sums,

and any other surplus may be paid to the person so entitled. If the Lender so determines payments may be made on account of principal, premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid, but any alteration in the order of payment of principal, premium and other sums and interest shall not prejudice the right of the Chargor to receive the full amount to which the Chargor would have been entitled if the ordinary order of payment had been observed or any less amount the sum ultimately realised from the security may be sufficient to pay

8 Power of attorney

The Chargor irrevocably and by way of security appoints each of the Lender and any person nominated for the purpose by the Lender in writing under hand by an officer of the Lender, including every receiver appointed by it, severally as attorney of the Chargor, for the Chargor and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing it ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may be required or deemed proper in the exercise of any rights or powers under it or otherwise for any of the purposes of this security The Chargor covenants with the Lender to ratify and confirm all acts or things made, done or executed by the attorney

9 Liability of Lender or receiver

Neither the Lender nor any receiver appointed by the Lender shall by reason of entering into possession of the Property be liable to account as mortgagee in possession or for anything except actual receipts, or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable

10 Persons dealing with Lender or receiver

No person dealing with the Lender or any receiver appointed by it, or with its or his attorney or agent, shall be concerned, bound or entitled to enquire or be affected by notice as to

- 10 1 whether this security has become enforceable,
- 10 2 whether any power exercised or purported to be exercised by it or him has become exercisable,
- 10 3 the propriety or purpose of the exercise of any power under this security,
- 10 4 whether any money remains due on the security of this charge, or
- 10 5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

The receipt of the Lender or any receiver or its or his attorney or agent for any money shall effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

11 Continuing security

- 11 1 This security shall be a continuing security to the Lender and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured

Sums and shall be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever that may now or at any time subsequently be held for or in respect of the Secured Sums

11 2 The Lender may on receiving notice that the Chargor has encumbered the Property close any account with the Chargor and open a new account, and without prejudice to any right of the Lender to combine accounts no money paid in or carried to the Chargor's credit in the new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any closed account

11 3 If the Lender does not open a new account or accounts immediately on receipt of such a notice it shall nevertheless be treated as if it had done so at the time when it received the notice, and as from that time all payments made by the Chargor shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount due from the Chargor to the Lender at the time when it received the notice

12 **Default by Chargor**

The security created by this charge shall become enforceable if -

12 1 an application is made for an administration order or notice of intention to appoint an administrator is given in respect of the Chargor or notice is given of a meeting to consider, or an effective resolution is passed, or an order is made, for the winding up or liquidation of the Chargor, or

12 2 the Chargor proposes or enters into any composition or arrangement with or for the benefit of its creditors or convenes a meeting for the purpose of making such arrangement or composition, or

12 3 the Chargor ceases to carry on its business or substantially the whole of its business or disposes of its undertaking or stops payment or threatens to stop payment of its debts or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or

12 4 an encumbrancer takes possession or a receiver is appointed of the whole or any part of the assets or undertaking of the Chargor or a distress or other procedure for rent arrears recovery, execution or other process is levied against any of the property of the Chargor and is not removed, discharged or paid off within 21 days, or

12 5 the security for any other debenture, mortgage or charge granted by the Chargor becomes enforceable and the holder thereof takes any steps to enforce the same, or

- 12 6 default is made by the Chargor in the performance or observance of any material obligation under this security or the Facility Letter,
- 12 7 in the opinion of the Lender its security is in jeopardy or that its value is imperilled in any way

13 Indulgence

The Lender may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Lender under this charge, grant to the Chargor or to any other person time or indulgence or further credit, loans or advances, enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights it may now or subsequently have from or against the Chargor or any other person

14 Demands and notices

A demand or notice under this charge shall be made in writing signed by an officer of the Lender and may be served on the Chargor either personally or by post or email. A demand or notice by post may be addressed to the Chargor at his address or place of business last known to the Lender (or at its registered office in the case of a company) or at an email address provided by the Chargor to the Lender, and a demand or notice so addressed and posted or sent by email shall be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Chargor

15 Representation and warranty

The Chargor represents and warrants to the Lender that the execution of this charge and the observance and performance of his obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement or any provision of its memorandum and articles of association, or other documents governing or comprising the constitution or incorporation of any company comprised in the Chargor

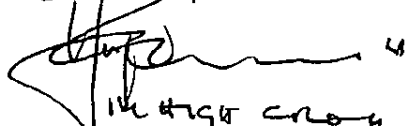
Executed as a deed by the parties on the date of this Deed

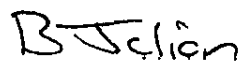
SCHEDULE

The Property

The land and buildings forming part of the Treloggan Industrial Estate Newquay as contained in a lease dated [] and made between R T Julian and Son (Holdings) Limited (1) and R T Julian and Son Limited (2)

Signed as a deed for and on behalf of
Chargor by Baylor John Julian (a
director) in the presence of -


Baylor John Julian
Director


Director