



Registration of a Charge

Company name: **SKELWITH GROUP LIMITED**

Company number: **06347203**



X59UD1D

Received for Electronic Filing: **24/06/2016**

Details of Charge

Date of creation: **16/06/2016**

Charge code: **0634 7203 0007**

Persons entitled: **THINCATS LOAN SYNDICATES LIMITED**

Brief description: **(1) THE LEASEHOLD PROPERTY KNOWN AS 25 HIGHGATE MILL, HIGHGATE, MILL FOLD, BRADFORD, BD13 2SL, REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER WYK883825.(2) THE LEASEHOLD PROPERTY KNOWN AS 3 OLD CLOCK MIL COURT, DENHOLME, BRADFORD, BD13 4FG REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER WYK876725. (3) THE LEASEHOLD PROPERTY KNOWN AS 26 HIGHGATE MILL, HIGHGATE MILL FOLD, QUEENSBURY, BRADFORD, BD13 2SL AND PARKING SPACE REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER WYK875924. (4) THE LEASEHOLD PROPERTY KNOWN AS 8 HIGHGATE MILL, HIGHGATE MILL FOLD, BRADFORD, BD13 2SL REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER WYK881794.**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **OLIVER KING**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6347203

Charge code: 0634 7203 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2016 and created by SKELWITH GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2016 .

Given at Companies House, Cardiff on 25th June 2016

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

Third Party Legal Charge

Date:

16th June

2016

Definitions

Company: **YORKSHIRE VENTURES (REAL ESTATE) LIMITED** (company number 09762513) whose registered office is 60 East Parade, Harrogate, Yorkshire HG1 5LT

Company's Obligations: All the Company's liabilities to the Security Trustee whether pursuant to the Loan Agreement(s) or otherwise and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Security Trustee's charges and commission Interest and Expenses

Expenses: All expenses (on a full indemnity basis) incurred by the Security Trustee or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

Interest: Interest at the rate(s) charged to the Company by the Security Trustee from time to time in accordance with the Loan Agreement(s).

Loan Agreement(s): The loan agreements dated 16th June 2016 between the Security Trustee (1) and Company (2) for the provision of the loan facilities secured by this Deed.

Mortgagor: **SKELWITH GROUP LIMITED** (company registration number 06347203) whose registered office is at Genesis 5 Church Lane Heslington York YO10 5DQ

Property:

Administrative Area	:	West Yorkshire : Bradford
Description	:	25 Highgate Mill, Highgate, Mill Fold Bradford BD13 2SL
Tenure	:	Leasehold
Title Number	:	WYK883825

We certify this to be a true copy of the original.

Signed.....*[Signature]*.....

Date: 23 June 2016

for **WALKERS**
COMMERCIAL SOLICITORS

Administrative Area	:	West Yorkshire : Bradford
Description	:	3 Old Clock Mill Court, Denholme, Bradford BD13 4FG
Tenure	:	Leasehold
Title Number	:	WYK876725

Administrative Area : West Yorkshire : Bradford

Description : 26 Highgate Mill, Highgate Mill Fold, Queensbury, Bradford BD13 2SL and parking space

Tenure : Leasehold

Title Number : WYK875924

Administrative Area : West Yorkshire : Bradford

Description : 8 Highgate Mill, Highgate Mill Fold, Bradford BD13 2SL

Tenure : Leasehold

Title Number : WYK881794

Receiver: A receiver or a receiver and manager of any or all of the Property

Required Currency: The currency or currencies in which the Company's Obligations are expressed from time to time

Security Trustee: Thincats Loan Syndicates Limited (company number 07341131) whose registered office is at The Courtyard Pimlico Farm Austrey Lane No Mans Heath Tamworth Staffordshire B79 0PF acting as security trustee for the Syndicate Members.

Syndicate Members: means the Lender Members of Business Loan Network Limited who have participated in the Loan Agreement(s) or any other loans to the Company from time to time.

Charge

- 1 In consideration of the Security Trustee giving time or credit or facilities to the Company and for the purpose of securing the discharge on demand of the Company's Obligations the Mortgagor with full title guarantee charges to the Security Trustee by way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale)

Continuing Security

- 2.1 This deed shall be a continuing security notwithstanding the death or disability of the Mortgagor until the expiry of one month from the date of receipt by the Security Trustee of

written notice to the Security Trustee by the Mortgagor or his personal representatives to discontinue the security created by this deed

- 2.2 **Notwithstanding** notice of discontinuance under Clause 2.1 this deed shall remain valid as security for all the Company's Obligations as at the date of expiry of the notice

Arrangements with the Company and others

- 3 **The Security Trustee may without the consent of or notice to the Mortgagor and without releasing or affecting the security created by this deed :-**
- 3.1 **Allow** to the Company or any other person any time or indulgence
- 3.2 **Grant** to the Company or any other person any new or increased facility and increase any rate of interest or charge
- 3.3 **Enter** into renew vary or end any agreement or arrangement with or liability of the Company or any other person
- 3.4 **Renew** vary refrain from enforcing or release any present or future security or guarantee which the Security Trustee holds from the Company or any other person
- 3.5 **Compound** with the Company or any other person

Preservation of Security

- 4.1 **If any of the Company's Obligations are at any time void or unenforceable against the Company for any reason this deed shall nevertheless secure the same amount as that which it would have secured had the Company's Obligations not been void or unenforceable**
- 4.2 **The security created by this deed shall not be released or affected by any failure by the Security Trustee to take any security or by any other security held by the Security Trustee or any intended security in respect of the Company's Obligations being void or unenforceable or not completed or perfected**
- 4.3 **This deed is in addition to any other security present or future held by the Security Trustee in respect of the Company's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Security Trustee**
- 4.4 **The Mortgagor shall remain liable under the security created by this deed notwithstanding any settlement between the Security Trustee and the Mortgagor or any release given by the Security Trustee to the Mortgagor until any security given or payment made to the Security Trustee by the Company or any other person cannot be avoided or reduced under the law relating to insolvency from time to time in force and the Security Trustee shall be entitled to retain this security until it is satisfied that it will not have to make any repayment under such law**

Preservation of the Security Trustee's Claims

- 5 **Until all claims of the Security Trustee in respect of the Company's Obligations have been discharged in full:-**

- 5.1 **The Mortgagor shall not be entitled to participate in any security held by the Security Trustee or money received by the Security Trustee in respect of the Company's Obligations**
- 5.2 **The Mortgagor shall not in competition with or in priority to the Security Trustee make any claim against the Company or any co-surety or their respective estates nor make any claim in the insolvency of the Company or any co-surety nor take or enforce any security from or against the Company or any co-surety**
- 5.3 **Any payment received by the Mortgagor in breach of Clause 5.2 and any security taken by the Mortgagor from the Company or any co-surety shall be held in trust for the Security Trustee as security for the Company's Obligations**

Appropriation

- 6.1 **Subject to Clause 6.2 the Security Trustee may appropriate all payments received in respect of the Company's Obligations in reduction of any part of the Company's Obligations as the Security Trustee decides**
- 6.2 **The Security Trustee may open a new account or accounts after the security created by this deed has been discontinued or upon the Security Trustee receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not the Security Trustee opens any such account no payment received by the Security Trustee after such discontinuance or notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Company's Obligations outstanding at the time of such discontinuance or notice**
- 6.3 **The Security Trustee may place to the credit of a suspense account for so long as it considers desirable any money received under this deed without any obligation to apply it towards discharge of the Company's Obligations**

Repair Alteration and Insurance

- 7.1 **The Mortgagor will keep the Property in good condition and comprehensively insured to the Security Trustee's reasonable satisfaction for their full reinstatement cost and in default the Security Trustee (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property. The Mortgagor will deposit with the Security Trustee the insurance policy or where the Security Trustee agrees a copy of it**
- 7.2 **The Mortgagor will not without the prior written consent of the Security Trustee make any alteration to the Property which would require Planning Permission or any approval under Building Regulations**
- 7.3 **The Mortgagor will hold in trust for the Security Trustee all money received under any insurance of the Property and at the Security Trustee's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Company's Obligations**

Restrictions on Dealing Charging Leasing Disposing and Parting with possession

- 8.1 **The Mortgagor will not without the Security Trustee's prior written consent:-**
 - 8.1.1 **Create or permit to arise any mortgage charge or lien on the Property**

- 8.1.2 **Grant** or accept a surrender of any lease, licence or any other tenancy of the Property
- 8.1.3 **Dispose** of or part with or share possession or occupation of the Property
- 8.2 If the Security Trustee does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of registered land this will require registration and will be a public document
- 8.3 The Mortgagor applies and agrees that the Security Trustee may apply for a restriction to be entered on the Register of any registered land that no disposition of the registered estate by the proprietor(s) of the registered estate or by the proprietor(s) of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Security Trustee referred to in the charges register

Powers of the Security Trustee

- 9.1 The Security Trustee may without restriction grant or accept surrenders of leases or any other tenancy of the Property
- 9.2 Section 103 of the Law of Property Act 1925 shall not apply and the Security Trustee may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed
- 9.3 The Security Trustee may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration
- 9.4 All or any of the powers conferred on a Receiver by Clause 10 may be exercised by the Security Trustee without first appointing a Receiver or notwithstanding any appointment
- 9.5 The Security Trustee will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Security Trustee
- 9.6 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed
- 9.7 The Security Trustee may exchange or convert to the Required Currency any currency held or received

Receivers

- 10.1 Any Receiver appointed by the Security Trustee shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally:-
 - 10.1.1 To take possession of and generally manage the Property and any business carried on at the Property
 - 10.1.2 To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment

- 10.1.3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land
- 10.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the Property
- 10.1.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor
- 10.1.6 To take continue or defend any proceedings and enter into any arrangement or compromise
- 10.1.7 To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
- 10.1.8 To employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies
- 10.1.9 To borrow any money and secure the payment of any money in priority to the Company's Obligations for the purpose of the exercise of any of his powers
- 10.1.10 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property
- 10.2 If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property. The Receiver will account to the Security Trustee for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Security Trustee to the Mortgagor
- 10.3 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

Power of Attorney

- 11 The Mortgagor irrevocably appoints the Security Trustee and any Receiver severally to be the attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Security Trustee or any Receiver pursuant to this deed or the exercise of any of their powers

Certificate of the Company's Obligations

- 12 A certificate signed by an official or manager of the Security Trustee as to the amount of the Company's Obligations or the amount due from the Mortgagor under this deed shall be conclusive evidence save in the case of manifest error or on any question of law

Further Assurance

- 13 **The Mortgagor will at the Mortgagor's own cost at the Security Trustee's request execute any deed or document and take any action required by the Security Trustee to perfect this security or further to secure the Company's Obligations on the Property**

Notices

- 14.1 **Any notice or demand by the Security Trustee may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Security Trustee**
- 14.2 **A notice or demand by the Security Trustee by post shall be deemed served on the day after posting**
- 14.3 **A notice or demand by the Security Trustee by fax shall be deemed served at the time of sending**

Governing Law

- 15 **This deed shall be governed by and construed in accordance with English law**

Interpretation

- 16.1 **The expressions "Mortgagor" and "Security Trustee" where the context admits include their respective successors in title and assigns**
- 16.2 **If two or more persons are included in the expression "Company" then the use in this deed of the word "Company" shall be deemed to refer to such persons both together and separately and the Company's Obligations shall be their joint and several obligations**
- 16.3 **Where the Company is a partnership the Company's Obligations shall include those (in relation to the partnership business) of the persons from time to time being members of the partnership and the Mortgagor's liability under this deed shall continue and this deed shall remain a continuing security despite any change in the constitution of the partnership**
- 16.4 **If two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and their obligations under this deed shall be their joint and several obligations. The interest of any one of them in the Property shall not be released from the security created by this deed nor shall the security created by this deed be discontinued by reason of this deed not being or ceasing to be binding upon the interest in the Property of any other of them whether or not by agreement with the Security Trustee**
- 16.5 **References to the "Property" include any part of it and include all covenants and rights affecting or concerning the same. The "Property" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property**
- 16.6 **Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Security Trustee may select**

16.7 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by

Executed as a Deed by
YORKSHIRE VENTURES (REAL ESTATE) LIMITED
acting by



Director *JAM & JOSEPH CORP*
Name of Director

in the presence of a witness

Witness signature:

Witness name: *OLIVER CHARLES KING*

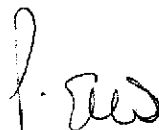
Witness address: *31 BOOTHAM, YORK, YO30 7BT*

Executed as a Deed by
THINCATS LOAN SYNDICATES LIMITED acting by

Director
Name of Director

Director/Company Secretary
Name of Director/Company Secretary

Executed as a Deed by
SKELWITH GROUP LIMITED
acting by



Director
Name of Director

PAUL ZILU

in the presence of a witness

Witness signature:

Witness name: *OLIVER CHARLES KING*

Witness address: *31 BOOTHAM, YORK, YO30 7BT*

Signed as a deed by

Executed as a Deed by
YORKSHIRE VENTURES (REAL ESTATE) LIMITED
acting by

Director
Name of Director

in the presence of a witness

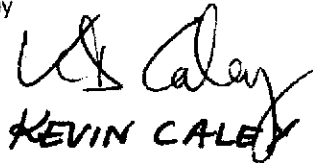
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Witness name:

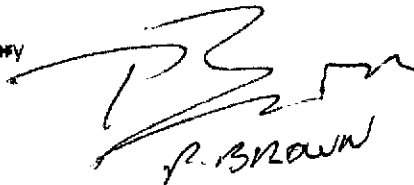
Witness address:

Executed as a Deed by
THINCATS LOAN SYNDICATES LIMITED acting by

Director
Name of Director


KEVIN CALEY

Director/~~Company Secretary~~
Name of Director/~~Company Secretary~~


P. BROWN

Executed as a Deed by
SKELWITH GROUP LIMITED
acting by

Director
Name of Director

in the presence of a witness

Witness signature:

Witness name:

Witness address: