



Registration of a Charge

Company name: **BARCLAY FIRTH LTD**

Company number: **06561199**



X458EP74

Received for Electronic Filing: **13/04/2015**

Details of Charge

Date of creation: **10/04/2015**

Charge code: **0656 1199 0009**

Persons entitled: **EASTERN CREDIT LIMITED**

Brief description: **LAND AT HOYLE BECK CLOSE, LINTHWAITE, HUDDERSFIELD, WEST YORKSHIRE**

Contains fixed charge(s).

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: **JOSEPH LONG**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6561199

Charge code: 0656 1199 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th April 2015 and created by BARCLAY FIRTH LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th April 2015 .

Given at Companies House, Cardiff on 14th April 2015

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



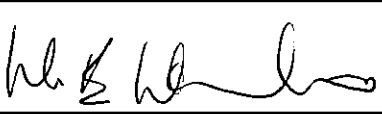

**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

LEGAL CHARGE

DATE
10 th April 2015
PARTIES
(1) BARCLAY FIRTH LIMITED (Co. Reg. No. 06561199) whose registered office is at Ground Floor, Riverside Mills, Saddleworth Road, Elland, HX5 0RY ("the Chargor") AND (2) EASTERN CREDIT LIMITED whose registered office is at Sandbanks, 69 Marine Parade, Gorleston on Sea Norfolk, NR31 6EX ("the Lender")
PROPERTY TO BE MORTGAGED ("the Property")
Freehold Land at Hoyle Beck Close, Linthwaite, Huddersfield, West Yorkshire Comprised in HM Land Registry Title Numbers: WYK933782, WYK898592, WYK876901, WYK851383, YY3966, WYK724855, WYK753489 and WYK627589
DETAILS OF ANY PRIOR MORTGAGE ("the Mortgage")
Description(s): Lender(s): Principal Sum(s) Lent: £ Outstanding Balance(s): £
DETAILS OF LOAN AGREEMENT ("the Agreement")
The Facility Letter, including Appendix A, from the Lender to the Chargor dated 10 th February 2015 copies of which have been supplied to, received and accepted by the Chargor.

1. The Chargor covenants with the Lender that the Chargor will pay to the Lender all sums of money and liabilities whatsoever whether for principal or interest or otherwise which now are or shall from time to time be due owing to the Lender by the Chargor under the terms of the Agreement whether present or future actual or contingent and any other agreement expressed to be secured by this deed and all such further sums of money and liabilities which shall for the time being be owing to the Lender from the Chargor including but without limitation interest and all legal and other costs charges and expenses so that interest should be computed in accordance with the Agreement as well after as before any judgment obtained hereunder ("Secured Liabilities")
2. The Chargor with full title guarantee charges the Property (together with all fixtures and fittings now or in the future affixed to the Property) by way of legal mortgage (subject to the Mortgage if any) as a continuing security for the payment to the Lender of all Secured Liabilities.
3. This deed incorporates the terms and conditions set out overleaf which include at clause 3.1(e) an application to H M Land Registry to register a restriction.

IN WITNESS whereof the Chargor has executed this instrument as a deed the day and year first before mentioned.

SIGNED AND DELIVERED AS A DEED by the Chargor acting by a Director	
Signature:	Director
	
IN THE PRESENCE OF	
Signature:	
Witness name	ANDREW CRABTREE
Address of Witness	Solicitor WILKINSON WOODWARD
Occupation	INCORPORATING ROOFCOCKS 11 FOUNTAIN STREET HALEFAX HX1 1ED

TERMS AND CONDITIONS:-

1. The Chargor is the proprietor of the Property subject to the Mortgage and to the principal monies and interest thereby secured but otherwise free from incumbrances.
2. The Lender has agreed to enter into the Agreement with the Chargor upon the Lender having all sums owing from the Chargor to the Lender under the Agreement secured with interest and costs on the terms of this deed.
- 3.1 The Chargor covenants with the Lender that at all times during the continuance of this security the Chargor shall:-
 - (a)
 - (i) keep the Property comprehensively insured to its full reinstatement value;
 - (ii) procure that the Lender's interest is noted on the insurance policy;
 - (iii) on demand produce the receipt for the last payment of the premium;
 - (iv) apply all monies which may be received by virtue of such insurance either in making good the loss or damage in respect of which the same was received or towards the discharge or redemption of the monies hereby secured as the Lender may require.
 - (b) Keep the Property (including any fixtures and fittings thereon) in good and substantial repair and condition and permit the Lender to enter the Property to inspect at all reasonable times.
 - (c) Perform and observe all restrictions covenants and provisions contained or referred to in the documents of title under which the Chargor holds the Property or which affect the Property and maintain and use the Property in accordance with all statutory and common law requirements affecting it and not to change the use of the Property without the prior written consent of the Lender.
 - (d) Not to exercise any statutory or other power of leasing or agreeing to lease or of accepting surrenders of leases.
 - (e) Not to convey assign transfer further charge or otherwise deal with the Property without the Lender's prior written consent and if title to the Property is registered the Chargor authorises and requests the Chief Land Registrar to enter a restriction on the Register of Title in the following terms: "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of Eastern Credit Limited referred to in the charges register".
 - (f) Not to do or suffer to be done any act or thing which may reduce the value of the Property or any part thereof.
 - (g) Where there is a Mortgage to duly and punctually pay all sums payable in respect of the Mortgage (subject to any applicable agreement or arrangements as to priorities) and from time to time produce to the Lender on demand the receipts for every such payment.
- 3.2 If the Chargor shall make default in performing or observing any of his obligations under this clause 3 then the Lender shall be entitled but not obliged at the expense of the Chargor (without thereby becoming a mortgagee in possession) to take any such steps to remedy or mitigate any such breach in such manner as the Lender shall think fit and any expenditure incurred by the Lender for such purposes shall be deemed to have been properly incurred by the Lender and shall be added to and form part of the Secured Liabilities.
4. It is hereby agreed and declared as follows:-
 - 4.1 This security shall not be considered as satisfied or discharged by any payment of the whole or part of the Secured Liabilities but shall constitute and be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever.
 - 4.2 The continuing nature of the security hereby created shall not be determined or affected by notice to the Lender of the death or mental capacity of the Chargor.
 - 4.3(a) Section 103 of the Law of Property Act 1925 shall not apply to this security and the statutory power of sale shall as between the Lender and a purchaser (from the Lender) be exercisable at any time after the execution of this security provided that the Lender shall not exercise the said power of sale until payment of the Secured Liabilities shall have been due and unpaid for 14 days or more but this proviso shall not affect the purchaser or put him on enquiry as to whether payments have been made on the due date.
 - (b) Any such sale may be in such form and be subject to such terms and conditions as the Lender may in its discretion think fit and in particular (but without affecting the generality of the foregoing) the Lender may sell any fixtures or machinery together with the property to which they are affixed or separately and detached therefrom.
- 4.4 The restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this security.
- 4.4 The Lender's rights shall not be prejudiced by any time given or allowance made and no waiver of any breach of the terms of this security shall operate as notice of waiver of any further breach that may occur.
- 5.1 At any time after the execution of this security the Lender may appoint by writing a receiver or receivers of the Property or any part thereof upon such terms as to remuneration and otherwise as the Lender shall think fit and may from time to time remove any receiver so appointed and appoint another in his place.
- 5.2 A receiver so appointed shall (so far as the law permits) be the agent of the Chargor and the Chargor shall be responsible for such receiver's acts omissions and defaults and for his remuneration costs charges and expenses to the exclusion of liability on the part of the Lender.

5.3. A receiver so appointed shall be entitled to exercise all powers conferred on a receiver by the Law of Property Act 1925 and by way of addition to and without limiting those powers such receiver shall have powers:

- (a) to enter upon and take possession of the Property or any part thereof;
- (b) to develop extend amend repair renew or improve the Property or any part or parts thereof and any buildings fixtures or machinery thereon or on any part or parts thereof;
- (c) to make any arrangement or compromise which he shall think expedient in the interest of the Lender;
- (d) to sell or concur in selling the Property or any part or parts thereof;
- (e) to grant any lease or tenancy of the Property and do such acts or take such proceedings for the determination or surrender of any tenancy or the recovery or possession of the Property or any part or parts thereof or the enforcement of any obligation by the Chargor or any tenant or occupier of the Property as he shall think fit;
- (f) to carry on or concur in carrying on the business of the Chargor carried on at the Property (if any) or any similar business and to realise the assets of the business.
- (g) to appoint managers solicitors accountants architects servants workmen and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may think fit;
- (h) to borrow or raise money (whether on the security of the Property or otherwise) either in priority to or subject to this security as he shall think fit;
- (i) to do all other such acts and things as he may consider to be incidental or conducive to any of the matters and powers aforesaid which he may or can lawfully do as agent for the Lender.

5.4 The Chargor irrevocably appoints any and every receiver appointed as aforesaid jointly and also severally as the attorney and attorneys of the Chargor and in his name and on his behalf and as his act and deed to execute and deliver any deed assurance agreement instrument or act which may be required or may be deemed proper for the purposes aforesaid.

5.5 The net profits of carrying on the business (if any) of the Chargor at the Property and the net profits of any sale and all other money received by the receiver or receivers shall be applied by him or them after provision for all matters specified in paragraphs (i) (ii) and (iii) of sub-section (8) of s. 109 Law of Property Act, 1925 and s. 175 Insolvency Act, 1986 in or towards satisfaction of all principal monies and interest due to the Lender provided that any payment made by the receiver or receivers to the Lender may be made on account of principal monies so due or on account of interest so due or partly in one way and partly in the other as the receiver or the receivers shall deem expedient.

5.6 Any reference in this deed to a receiver shall be deemed to include a reference to a receiver and manager.

6. Without prejudice and in addition to the provisions of Section 196 of the Law of Property Act 1925 any demand for payment or other demand or notice hereunder may be given by the Lender by letter delivered to or sent by post addressed to the Chargor at the Property and in the case of posting every demand or notice so made or given shall be deemed to have been made twenty four hours after the letter was posted.

7.1 In this deed the expressions "the Lender" and "the Chargor" include the persons respectively deriving title under them.

7.2 If there are two or more parties of the first part the expression "the Chargor" shall mean and include such two or more parties and each of them or any of them and all covenants and obligations expressed or implied on their part shall be deemed to be made by such persons jointly and severally.

7.3 References in this deed to gender shall include any gender.

7.4 References to the singular number shall where the context so admits include the plural and vice versa.

NOTE: RECEIPT NOT TO BE USED FOR REGISTERED CHARGES

R E C E I P T

The within named Lender acknowledges to have received all monies intended to be secured by the within written Legal Charge payment having been made by

IN WITNESS whereof the within named Lender has executed this Receipt this day of 20

EXECUTED AS A DEED BY EASTERN CREDIT LIMITED
acting by its:

Director

Secretary