



**Registration of a Charge**

Company name: **JOGA PROPERTIES LTD**

Company number: **06759918**



X67800UZ

Received for Electronic Filing: **26/05/2017**

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**Details of Charge**

Date of creation: **15/05/2017**

Charge code: **0675 9918 0006**

Persons entitled: **MARK ROBERT FRANKS**

Brief description: **6 DEARDEN STREET LITTLE LEVER BOLTON BL3 1BZ**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **CAROLE LINDFIELD**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6759918

Charge code: 0675 9918 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th May 2017 and created by JOGA PROPERTIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th May 2017 .

Given at Companies House, Cardiff on 30th May 2017

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

Dated 15<sup>th</sup> May

2017

**Loan Agreement**

between

**MARK ROBERT FRANKS**

and

**JOGA PROPERTIES LIMITED**

THIS AGREEMENT is made on the 15<sup>th</sup> day of May 2017

## **PARTIES**

- (1) Mark Robert Franks of The Old Farmhouse, Lower Swell, Cheltenham, GL54 1FL ("the **Lender**");
- (2) Joga Properties Limited (Company Registration No: 06759918) whose registered office is at ("the **Borrower**").

## **BACKGROUND**

The Lender has agreed to lend the Loan (as defined below) to the Borrower and this agreement confirms the terms on which the Loan is to be made.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Business Day:** means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

**Encumbrancer:** means any person who has the benefit, or is entitled to enforce (in law or in equity) any security against the Borrower which includes but is not limited to a mortgage, lien, pledge, charge (fixed or floating), assignment by way of security, hypothecation or other security interest.

**Loan:** means a loan of up to and including Eighty Thousand Two Hundred and Twenty Three Pounds Twenty Pence (£80,223.20) or (as the context may require) the principal amount owing to the Borrower under this agreement at any relevant time.

- 1.2 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.3 A reference to a "person" includes a corporate or unincorporated body.
- 1.4 Words in the singular include the plural and in the plural include the singular.
- 1.5 A reference to one gender includes a reference to the other gender.
- 1.6 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it.
- 1.7 A reference to "writing" or "written" includes faxes but not e-mail.

1.8 References to clauses and schedules are to the clauses and schedules of this agreement.

1.9 Reference to this agreement include this agreement as amended or varied in accordance with its terms.

## **2. THE LOAN**

2.1 The Lender agrees to loan to the Borrower, upon and subject to the terms and conditions of this agreement, up to and including £80,223.20.

2.2 The Loan, or any part thereof, may be drawn down at any time on or after the date of this agreement, by 3 Business Days notice to the Lender, (unless the parties agree otherwise) and need not be drawn down in full.

2.3 Unless the Lender agrees otherwise, no amount repaid or prepaid may be redrawn under this agreement.

## **3. REPAYMENT**

3.1 The principal amount of the Loan (or the balance of any amount outstanding at that time) shall be immediately repayable in full (or in part) by the Borrower upon receipt of a written demand from the Lender.

3.2 For the avoidance of doubt the Borrower shall be permitted to repay the Loan, or any part thereof, without any penalty at any time prior to a demand under clause 3.1

## **4. INTEREST**

4.1 Interest will be payable by the Company (if demanded) on the Loan at the rate of 4% above the base rate for the time being of HSBC Bank Plc with monthly rests.

## **5. SECURITY**

5.1 The Loan is offered to the Borrower on the following security:-

A Legal Charge over: 6 Dearden Street, Little Lever, Bolton, BL3 1BZ

## **6. IMMEDIATE REPAYMENT**

6.1 Notwithstanding any other provision of this agreement, the Loan shall become immediately repayable if at any time:

- (a) an order is made or an effective resolution is passed for winding up the Borrower; or
- (b) the Borrower has an administrator appointed, or enters into any agreement on arrangement with its creditors or any group of them; or

- (c) an Encumbrancer takes possession or a receiver is appointed of any part of the assets of the Borrower;
- (d) any distress, execution, sequestration or other process is levied or enforced upon or sued out against the property of the Borrower and is not discharged within 14 days; or
- (e) the Borrower is unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123

and the Lender shall have the right to immediately terminate the Lender's obligations under this agreement.

## **7. ASSIGNMENT**

- 7.1 The Lender shall be entitled to assign the benefit of this agreement upon notice to the Borrower. The Borrower shall not be entitled to assign the benefit or burden of this Agreement without the Lender's prior written consent.

## **8. VARIATION AND WAIVER**

- 8.1 Any variation of this agreement shall be in writing and signed by or on behalf of each party.
- 8.2 Any waiver of any right under this agreement is only effective if it is in writing and signed by the waiving or consenting party and it applies only in the circumstances for which it is given and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived.
- 8.3 No failure to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof. No single or partial exercise of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy.
- 8.4 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

## **9. NOTICES**

- 9.1 Any notice given pursuant to this Agreement shall be in writing and shall be sufficiently given to any party if sent in a prepaid letter by ordinary pre-paid first class post addressed to that party at that party's registered office, or usual place of business, and any notice so given shall be deemed unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post.
- 9.2 A notice given under this agreement:

- (a) shall be sent to the address, specified in this agreement (or such other address, as each party may notify to the others in accordance with the provisions of this clause); and
- (b) shall be:
  - (i) delivered personally; or
  - (ii) sent by pre-paid first-class post or recorded delivery; or
  - (iii) (if the notice is to be served by post outside the country from which it is sent) sent by airmail.

9.3 A notice is deemed to have been received:

- (a) if delivered personally, at the time of delivery; or
- (b) in the case of fax, at the time of transmission; or
- (c) in the case of pre-paid first class post or recorded delivery, 2 Business Days from the date of posting; or
- (d) if deemed receipt under the previous paragraphs of this clause 9.3 is not within business hours (meaning 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.

9.4 To prove service, it is sufficient to prove that the notice was transmitted by fax to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

## **10. SEVERANCE**

10.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

10.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **11. THIRD PARTY RIGHTS**

11.1 This agreement and the documents referred to in it are made for the benefit of the parties and their successors and permitted assigns and are not intended to benefit, or be enforceable by anyone else, and the Contract (Rights of Third Parties) Act 1999 shall not apply.

**12. GOVERNING LAW AND JURISDICTION**

12.1 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

12.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

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

**EXECUTED as a DEED by**

) \* *Mark Franks*

**MARK ROBERT FRANKS**

)

in the presence of

) \*

Witness sign:

\* *J.V. Scarf*

Witness name:

\* *JANET VALERIE SCARF*

Witness address:

\* *Butlers Cottage, The Old Farmhouse  
Lower Swell  
Cheltenham GL54 1LF*

**EXECUTED as a DEED by**

) *Mark Franks*

**JOGA PROPERTIES LIMITED**

) *BMRF*

Acting by a Director

)

Mark Robert Franks

)

In the presence of:

Witness Sign

*J.V. Scarf*

Witness Name:

*JANET VALERIE SCARF*

Witness Address:

*Butlers Cottage, The Old Farmhouse,  
Lower Swell  
Cheltenham  
GL54 1LF*