


MR01

Particulars of a charge

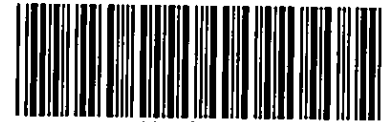
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A fee is payable with this form
Please see 'How to pay' on the
last page

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 the
instrument Use form MR01



A20 *A54SJ2FE* #426
13/04/2016
COMPANIES HOUSE

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 8 3 9 8 0 6 7

Company name in full DEP Products 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 d3 d1 m0 m3 y2 y0 y1 y6 ✓

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 Edward John Perry ✓

Name Maureen Perry ✓

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 | |
| Brief description | <p>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</p> <p>48 Rosewood Avenue Stockton Brook Stoke on Trent ST9 9PA</p> <p style="text-align: center;">✓</p> | <p>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"</p> <p>Please limit the description to the available space</p> |
| 5 | Other charge or fixed security | |
| 6 | Floating charge | |
| 7 | Negative Pledge | |
| 8 | Trustee statement ① | |
| 9 | Signature | |

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

48 Rosewood Avenue Stockton Brook Stoke on Trent ST9 9PA

✓

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 ✓

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

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

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

☐

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 **Andrew Burrows**

Company name **Tinsdills**

Address **10 Derby Street**

Post town **Leek**

County/Region **Staffs**

Postcode **S T 1 3 5 A W**

Country **UK**

DX **16353 Leek**

Telephone **01538 394103**

**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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] 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

Dx



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8398067

Charge code: 0839 8067 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2016 and created by DEP PRODUCTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th April 2016.

Given at Companies House, Cardiff on 22nd April 2016



Companies House



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

We hereby certify that this is a true
copy of the original.

Land Registry Legal charge of a registered estate

Tinsdills Solicitors
Challinor House, 10 Derby St.
ST9 9AW

CH1

This form should be accompanied by either Form AP1 or Form FR1

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 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 SF 121464 |
| 2 | Property: 48 Rosewood Avenue Stockton Brook Stoke-on-Trent ST9 9PA |
| 3 | Date. 31/3/2016 |
| 4 | Borrower DEP Products Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 08393067 <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. EDWARD JOHN PERRY and MAUREEN PERRY <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix. <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. 3 Quarry Close, Werrington, Stoke-on-Trent, ST9 0LA |

In the presence of

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:

'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 being 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 2016 in favour of
Edward John Perry and Maureen Perry or the survivor
of them referred to in the Charges Register or by
the personal representative of the survivor.'

9 Additional provisions

9.1 The borrower hereby covenants with the Lender
to pay to the lender the sum of £95,000.00 free of
interest.

9.2 At any time after the security constituted by
this legal mortgage has been enforceable, the lender
may appoint any one or more person or persons to be
a Receiver or a Receiver and Manager of the Property
and may remove any person appointed to be Receiver
and may, in a similar manner, appoint another in his
place

9.2.1 The power to appoint a Receiver conferred by
this legal charge shall in addition to all statutory
and other powers of the Lender and shall be
exercisable without the restrictions contained in
Sections 103 and 109 of the Law of Property Act
1925

9.2.2 The Lender may fix the remuneration of any
Receiver of the property that are appointed by it
without the restrictions contained in Section 109 of
the Law of Property Act 1925 and such remuneration
shall be a debt secured by this Legal Charge due and
payable immediately upon it being paid by the
Lender

9.3 The Borrower shall pay to, or reimburse, the
Lender and any Receiver on demand on a full
indemnity basis, all costs incurred by the mortgagee
and any Receiver in relation to this Legal Charge
together with interest from day to day until full
discharge.

9.4 The Lender and any Receiver and their
respective employees and agents shall be indemnified
on a full indemnity basis out of the Property in
respect of all actions, liabilities and costs
incurred or suffered in or as a result of:-

9.4.1 the exercise or purported exercise of any of
the powers authorities or discretions vested in them
under this Legal Charge

9.4.2 any matter or thing done or omitted to be done

We hereby certify that this is a true
copy of the original

[Handwritten signature]
Chairman of the Board
of Directors

in relation to the property under these powers or
9.4.3 any default or delay by the Borrower in
performing any of its obligations under this Legal
Charge

9.5 The Borrower covenants with the Lender in the
terms set out in Schedule 1 of this Legal Charge.

9.6 The Lender shall have the powers as set out in
Schedule 2 of this Legal Charge

9.7 Any Receiver appointed by the Lender under this
Legal Charge shall in addition to all the statutory
powers conferred on him have the powers set out in
Schedule 3 of this Legal Charge

SCHEDULE 1

1 The Borrower shall comply with all laws and
regulations for the time being in force relating to
or affecting any Property

2 The Borrower, at its own cost, shall prepare and
execute such further legal or other mortgages,
charges or transfers in favour of the Lender as the
Lender requires from time to time over all or any
part of the Property and give all notices, orders
and directions which the Lender may require for
perfecting, protecting or facilitating the
realisation of its security over the Property.

SCHEDULE 2

1. The Lender shall be entitled to remedy a breach
by the Borrower of any of its obligations contained
in this Legal Charge. The Borrower irrevocably
authorises the Lender and its agents to do all such
things as are necessary or desirable for that
purpose. Any monies expended by the Lender in
remedying a breach by the Borrower of any of its
obligations contained in this Legal Charge shall be
reimbursed by the Borrower

2 The rights of the Lender under clause 1 of this
Schedule 2 are without prejudice to any other rights
of the Lender under this Legal Charge. The exercise
of those rights shall not make the Lender liable to
account as a Lender in possession

3 To the extent permitted by law, any right, power
or discretion conferred by this Legal Charge on a
Receiver may, after the security constituted by this
Legal Charge has become enforceable, be exercised by
the Lender in relation to any of the Property
whether or not it has taken possession of any
Property and without first appointing a Receiver.

SCHEDULE 3

1 A Receiver may undertake any works of repair on
the Property

2 A Receiver may charge and receive such sum by
way of remuneration (in addition to all costs,
charges and expenses incurred by him, as the Lender
may prescribe or agree with him

Copy this
to the
Land
Registry

3 A Receiver may collect and get in the Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose and take possession of the Property with like rights

4 A Receiver may sell, assign, lease and accept surrenders of leases of all or any of the Property in respect of which he is appointed for such consideration and in such manner and generally on such terms and conditions as he thinks fit

5 A Receiver may give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Property.

6 A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person as he thinks fit

7 A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property as he thinks fit

8. A Receiver may, if he thinks fit, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this legal charge

9 A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative Receiver in Schedule 1 of the Insolvency Act 1986.

10. A Receiver may redeem any prior mortgage or charge and settle and pass the accounts to which the mortgage or charge relates. Any accounts so settled and passed shall be conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver

11 A Receiver may do all such acts and things as an absolute owner could do in the ownership and management of the Property or any part of it

12 A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 3, or which he lawfully may or can do as agent for the Borrower.

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

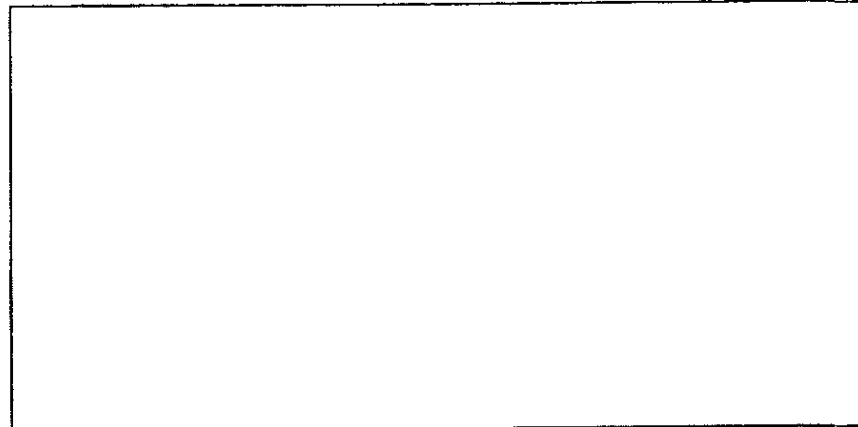
Signed as a Deed by DEP PRODUCTS LIMITED acting by a Director

in the presence of -

David J. Brown
Solihull Leech

At hereby certify that this is a true
copy of the original

Tina
Ch
Lect. Staffs S113 5AW



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 68 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