

002662 / 13

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



Companies House

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

You can use the WebFiling  
Please go to [www.companieshouse.gov.uk](http://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



A07

\*A382WL4J\*

17/05/2014

#335

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

### 1 Company details

Company number 8 8 6 6 1 8 6  
Company name in full ALLPORT PROPERTIES YORK LIMITED

For official use  
2  
→ **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 1 2 0 5 2 0 1 4

### 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 ALLPORT INVESTMENTS YORK LIMITED

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



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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

96 TRANBY AVENUE, YORK, YO10 3NN

5

Fixed charge or fixed security

Does the instrument include a fixed 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

6

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

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No



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Particulars of a charge

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## Trustee statement <sup>1</sup>

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

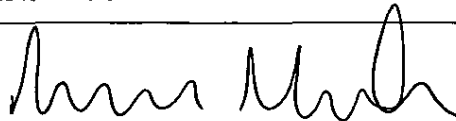
## Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge



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## Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name  
MRS. ANNA DUNN

Company name  
BUSS MURTON LAW LLP

Address  
WELLINGTON GATE  
7-9 CHURCH ROAD

Post town  
TUNBRIDGE WELLS

County/Region  
KENT

Postcode  
TN11 1AT

Country

DX  
DX 3913 TUNBRIDGE WELLS

Telephone  
01892 510222

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



DX



**FILE COPY**

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

Company number: 8866186

Charge code: 0886 6186 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th May 2014 and created by ALLPORT PROPERTIES YORK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2014

Given at Companies House, Cardiff on 22nd May 2014



**Companies House**



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



# Land Registry Legal charge of a registered estate

# 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: NYK125790
2	Property 96 Tranby Avenue, York, YO10 3NN
3	Date 12 <sup>th</sup> MAY 2014.
4	Borrower ALLPORT PROPERTIES YORK LIMITED  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 8866186 <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 ALLPORT INVESTMENTS YORK LIMITED  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 8727845 <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 FLAT 2, 76 LONDON ROAD, TUNBRIDGE WELLS, KENT, TN1 1DY

WE HEREBY CERTIFY this to be a true and complete copy of the original

*Buss Munday Law LLP*  
Buss Munday Law LLP, Wellington Gate  
7-9 Church Road, Tunbridge Wells, Kent TN1 1HT

Dated 15-5-2014

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Laserform International 9/11



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

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.

**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 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 12 May 2014 in favour of Allport Investments York Limited referred to in the charges register or their conveyancer

**9 Additional provisions**

As set out in the Secured Loan Agreement dated 30 April 2014 attached to this Charge

**10 Execution**

Executed as a deed by ALLPORT INVESTMENTS YORK LIMITED acting by a director in the presence of

Signature

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address Wellington Gate, 7-9 Church Road  
Tunbridge Wells, TN1 1HT

Executed as a deed by ALLPORT PROPERTIES YORK LIMITED acting by a director in the presence of

Signature

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address Wellington, 7-9 Church Road,  
Tunbridge Wells, TN1 1HT



**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 66 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



# **SECURED LOAN AGREEMENT 2**

96 Tranby Road

between

**ALLPORT INVESTMENTS YORK LTD**

and

**ALLPORT PROPERTIES YORK LTD**



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DATED:

30<sup>th</sup>

April 2014

## PARTIES

- (1) **ALLPORT INVESTMENTS YORK LTD** being a company registered in England and Wales with company number 8727845 whose registered office is at Flat 2, 76 London Road, Tunbridge Wells, TN1 1DY (**Lender**), and
- (2) **ALLPORT PROPERTIES YORK LTD** being a company registered in England and Wales with company number 8866186 whose registered office is at Flat 2, 76 London Road, Tunbridge Wells, TN1 1DY (**Borrower**)

## OPERATIVE PROVISIONS

### 1 LOAN

- 1 1 The Lender has agreed to provide a secured loan facility to the Borrower up to the value of £250,000 (**Loan**) and this agreement sets out the terms and conditions of the Loan and its drawdown. The **Initial Drawdown** will be £200,000 with any subsequent amounts being **Subsequent Drawdowns**
- 1 2 The Initial Drawdown can be made by giving 3 business days written request to the Lender or such shorter period as shall be mutually agreed
- 1 3 Subsequent Drawdowns can be made by giving 3 business days written request to the Lender, but will be at the sole discretion of the Lender

### 2 INTEREST

- 2 1 Simple interest shall be payable on the Loan at a rate of 0% per annum for the period that the Loan or any part of it remains unpaid
- 2 2 Interest on the Loan shall be calculated on a daily basis (but shall not be compounded) for so long as the Loan or any part of it remains unpaid and shall be paid on final repayment of the Loan

### 3 SECURITY

As security for the repayment of the Loan and interest the Borrower will grant the Lender a first charge over the freehold land and property known as 96 Tranby Road, York, registered at the Land Registry with title number(s) to be advised once the purchase has been completed

### 4 REPAYMENT

- 4 1 Subject to the terms of this agreement, the Borrower covenants with the Lender to repay all of the Loan on the earlier of
  - 4 1 1 1 December 2015, and
  - 4 1 2 the date of completion of the sale of the property referred to in 3
- 4 2 The Borrower may by giving 3 business days notice to the Lender (or such shorter period as the Lender may agree) prepay the Loan in whole or in part at any time



- 4 3 No amount repaid or prepaid may be redrawn under this agreement
- 4 4 All payments to be made by the Borrower under this agreement shall be made without any deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, charges or otherwise) unless the Borrower is required by law to make any such deduction or withholding

## 5 TERMINATION

In the event that

- 5 1 any payment due under this agreement is not made within 15 business days of the relevant due date, or
- 5 2 the Borrower is insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to it and suspends making payments to all or any class of its creditors or announces an intention to do so, or
- 5 3 any step has been taken to initiate any process by or under which
- 5 3 1 the ability of the creditors of the Borrower to take any action to enforce their debts is suspended, restricted or prevented, or
- 5 3 2 some or all of the creditors of the Borrower accept, by agreement or in pursuance of a court order, an amount less than the sums owing to them in satisfaction of those sums with a view to preventing the dissolution of the Borrower, or
- 5 3 3 the Borrower enters or seeks to enter ~~to enter~~ into liquidation (voluntary or otherwise), or enters into an insolvency arrangement, or the Borrower makes or seeks to make an arrangement with his creditors, or
- 5 3 4 any distress or execution is levied on or affects any of the assets or property of the Borrower, or
- 5 4 any event occurs in relation to either party that is analogous to those set out in this Clause 5,

then in any such case and at any time thereafter while such event is continuing the Lender may by written notice to the Borrower terminate this Agreement and declare the Loan and all interest accrued payable by the Borrower under this agreement to be due and payable immediately on the date of such notice

## 6 DEMANDS & NOTICES

Any notice required to be given pursuant to this agreement shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by prepaid first class post (airmail if to an address outside the country of posting) to the address of the relevant party set out in this agreement or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by post)



## **7 WAIVER**

No failure by the Lender to exercise or delay by the Lender in exercising any right or remedy under or in respect of this agreement shall operate as a waiver of it, nor shall any single or partial or defective exercise by the Lender of any such right or remedy preclude any other or further exercise of that or any other right or remedy. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

## **8 ASSIGNMENT**

8.1 The Lender may, at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any manner with the benefit of any or all of any other party's obligations or any benefit arising under or out of this agreement.

8.2 The Borrower shall not, without the prior written consent of the Lender, assign, transfer, mortgage, charge, declare a trust of, or deal in any manner with this agreement or any of his rights and obligations under or arising out of this agreement, or purport to do any of the same.

## **9 VALIDITY & SEVERABILITY**

Each of the provisions of this agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

## **10 INTERPRETATION**

10.1 Unless the context otherwise requires

10.1.1 the singular includes the plural and vice versa,

10.1.2 references to persons include references to firms, companies or corporations and vice versa, and

10.1.3 references in the masculine gender include references in the feminine or neuter genders and vice versa.

10.2 Unless the context otherwise requires, the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns, whether immediate or derivative and where appropriate the survivors or survivor of them.

10.3 The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.

10.4 Any reference to a clause or a paragraph or a schedule is to one in this agreement so numbered or named.

## **11 GOVERNING LAW & JURISDICTION**

11.1 This agreement shall be governed by and construed in accordance with English law.



11 2 It is irrevocably agreed that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this agreement and that accordingly any suit, action or proceeding arising out of or in connection with this agreement may be brought in such courts

**EXECUTED** as a deed and delivered on the date at the beginning of this document

**SIGNED** as a deed by **ALLPORT PROPERTIES YORK LTD** acting by a director and its secretary (or two directors)

Sign here

*D. Amh*

Director

*Shirley*

Secretary (or Director)

**SIGNED** as a deed by **ALLPORT INVESTMENTS YORK LTD** acting by a director and in the presence of

Signature

*Shirley*

Director

Signature of witness

*A. Dunn*

Name (in BLOCK CAPITALS)

ANNA DUNN

Address

WELLINGTON GATE, 7-9 CHURCH ROAD,

TWOBRIDGE WELLS, KENT, TN1 1HT