

MR01
Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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 there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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.
It must be scanned and placed on the public record. Do not send the original.



A27

A7GZKT9L

20/10/2018

#62

COMPANIES HOUSE

SATURDAY

1 Company details

Company number 1 0 4 1 4 6 2 8

Company name in full Atex Developments 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 d 1 d 1 m 1 m 0 y 2 y 0 y 1 y 8

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 Suffolk County Council

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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4	Brief description <i>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.</i>	<i>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".</i> <i>Please limit the description to the available space.</i>
Brief description	Greenfield site next to Gun Cotton Way, Stowmarket and being part of title SK220553.	
5	Other charge or fixed security <i>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.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge <i>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</i> <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 <i>Is the floating charge expressed to cover all the property and undertaking of the company?</i> <input type="checkbox"/> Yes	
7	Negative Pledge <i>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.</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ¹ <i>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.</i> <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06).
9	Signature <i>Please sign the form here.</i>	
Signature	<div>Signature</div> <div>X  X</div> <div>This form must be signed by a person with an interest in the charge.</div>	

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 **Gavin Milnthorpe**

Company name **Suffolk Legal**

Address **Constantine House**

5 Constantine Road

Post town **Ipswich**

County/Region **Suffolk**

Postcode **I P 1 2 D H**

Country **England**

DX

Telephone **01473 264359**



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10414628

Charge code: 1041 4628 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th October 2018 and created by ATEX DEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th October 2018.

R

Given at Companies House, Cardiff on 31st October 2018



Companies House



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

DATED

11 October

2018

(1) ATEX DEVELOPMENTS LIMITED

and

(2) SUFFOLK COUNTY COUNCIL

one LEGAL CHARGE of LAND AT GUN COTTON WAY, STOWMARKET, SUFFOLK, IP14

~~5X~~ X E

I HEREBY CERTIFY THIS DOCUMENT
TO BE A TRUE COPY OF THE ORIGINAL

CM
.....
HEAD OF LEGAL SERVICES
SUFFOLK COUNTY COUNCIL
THE CONSTANTINE HOUSE, 5 CONSTANTINE ROAD
IPSWICH IP1 2DH

DATED *11/10* 20 *18*

Ref: GAM/55541

LEGAL CHARGE dated

11 October

2018

BETWEEN

- (1) **ATEX DEVELOPMENTS LIMITED** a company whose company number is 10414628 and whose registered address is 1 Oaklands Park, Bury St Edmunds, Suffolk, IP33 2RW ("**Atex**") and
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("**The Council**")

AGREED TERMS

1. Introduction

1.1 In this Deed the following expressions have the following meanings:

Event of Default means those events of defaults as defined in the Loan Agreement.

Loan means the loan of £630,000 (six hundred thousand pounds) offered by the Council to Atex in connection with the Project and subject to the terms of the Loan Agreement.


Loan Agreement means the loan agreement between the Council and Atex dated [11 October 2018].

LPA 1925 means the Law of Property Act 1925.

Project means the development of the Property.

Property means the freehold land known as the Greenfield site next to Gun Cotton Way, Stowmarket, between sewage works and Cedars Park housing estate registered at the Land Registry under title SK220553 as shown on the Plan.

1.2 In this Legal Charge where the context so admits the expressions "Atex" and "the Council" include their respective successors in title and assigns.

 1.3 It is a condition of the Loan Agreement that ^AAtex grants a Legal Charge over the Property on the terms set out in this Deed

2. Payment of the Loan by the Council

The Council shall pay the Loan to Atex in accordance with the terms of the Loan Agreement for the purpose of the Project

3. Enforcement

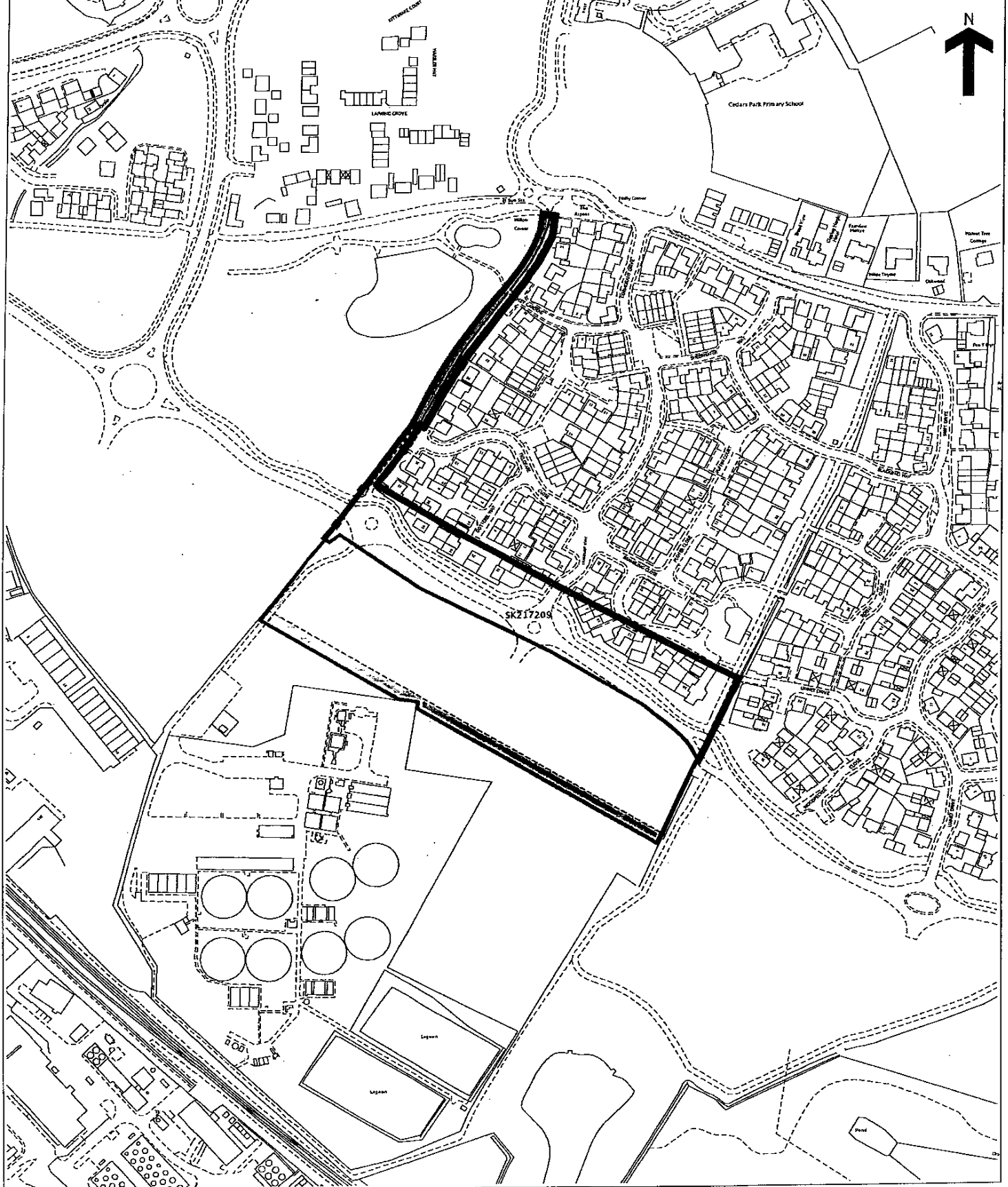
The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

HM Land Registry
Official copy of
title plan

Title number SK220553
Ordnance Survey map reference TM0558NE
Scale 1:2500 reduced from 1:1250
Administrative area Suffolk : Mid Suffolk



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Handwritten signature or mark

4. Legal Charge

- 4.1 As a continuing security for the payment and discharge of the Loan, Atex with full title guarantee charges to the Council by way of first legal mortgage, the Property.
- 4.2 The security constituted by this deed shall remain in full force and effect as a continuing security unless and until the Council discharges this Deed in writing.

5. Appointment of a Receiver

- 5.1 *The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall, as between the Council and a purchaser from the Council, arise on and be exercisable at any time after the execution of this deed, but the Council shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 3.*
- 5.2 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.
- 5.3 At any time after the security constituted by this Deed has become enforceable the Council may from time to time appoint any person or persons to be the receiver or receivers of the whole or any part of the Property and may from time to time remove any receiver so appointed and appoint another in his place
- 5.4 Any receiver appointed by the Council may if so directed in writing by the Council in his absolute discretion have power to (in addition to the powers conferred upon him by statute):
 - 5.4.1 enter upon and take possession of the Property or any part of it and complete any works on it;
 - 5.4.2 borrow or raise or secure the payment of money (whether or not in priority to the moneys secured by this Deed) in such manner as the receiver shall in his absolute discretion think fit;
 - 5.4.3 obtain all necessary planning permission bye-law consents and any other permissions consents or licences as may be necessary to deal with the Property as he thinks fit;
 - 5.4.4 enter into any agreement deed or bond as may be necessary to deal with the Property and to do acts and things incidental thereto;
 - 5.4.5 manage any building or carry on any business carried on at the Property as agents for Atex in such manner as he may think fit;

- 5.4.6 employ solicitors architects surveyors estate agents builders and workers and others and purchase all proper material as he shall deem necessary;
- 5.4.7 sell transfer convert into money and realise the whole or any part of the Property in the name of and on behalf of Atex;
- 5.4.8 grant any lease or tenancy of the whole or any part of the Property at any or no rent and with or without any premium and generally on such terms as he may think fit and accept the surrender of any lease or tenancy and give a receipt for any premium payable on any such grant or surrender and vary the terms of any lease or tenancy of the Property or of any lease or tenancy under which the Property or any part thereof is held
- 5.4.9 make any change or arrangement as to boundaries with the adjoining owners and neighbours
- 5.4.10 compromise any claim or claims of or against the Property or arising out of the Property
- 5.4.11 effect indemnity insurance and other like insurance and obtain bonds
- 5.4.12 do all such other acts and things as may be considered to be incidental or conducive which he lawfully may or can do as agent for Atex
- 5.4.13 in addition to the foregoing powers to do any act or thing which a Receiver appointed under Section 109 of the Law of Property Act 1925 would have power to do
- 5.4.14 exercise all powers, authorisations and rights he would be capable of exercising as if he were an absolute beneficial owner of the Property

PROVIDED THAT the receiver shall not have power to do anything which is outside the power of Atex

- 5.3 All moneys expended by the receiver shall on demand be repaid by Atex with interest at 4% per year above the Lloyds TSB Bank base rate from time to time from the respective times at which such money shall have been expended until the date of repayment and until repayment such moneys and interest shall be charged on the Property
- 5.4 Any receiver appointed by the Council shall so far as the law allows be deemed to be the agent of Atex for all purposes who shall solely be responsible for his acts and the Council shall not be under any liability for his remuneration or otherwise
- 5.5 The Council shall itself be entitled to do any of the acts and things capable of being done by a receiver in accordance with Clause 5.2 at any time after the moneys hereby secured shall have become repayable without appointing a receiver for that purpose.

5.6 All monies received by the Council or its receiver under this Deed after the security constituted by this Deed has become enforceable shall be applied in the following order of priority:

5.6.1 in payment of all costs, charges, remuneration and expenses incurred by or on behalf of the Council and/or its receiver under or in connection with this Deed;

5.6.2 in repayment of the Loan; and

5.6.3 in payment of the surplus (if any) to Atex or other person entitled to it.

5.7 The power to appoint a receiver conferred by this Deed is in addition to all statutory and other powers the Council may have under the Insolvency Act 1986, LPA 1925 or otherwise.

6. Power of Attorney

Atex hereby irrevocably appoints the Council and any receiver appointed in accordance with Clause 5 as its attorney for all or any of the purposes of these presents and subject to the proviso to Clause 5.2 Atex hereby ratifies and confirms and agrees to ratify and confirm whatsoever the Council or any such receiver shall do or purport to do by virtue of this clause

7. Warranties

7.1 Atex hereby warrants that:

7.1.1 it is the sole legal and beneficial owner of the Property and has good and marketable title to the Property.

7.1.2 the Property is free from any security other than the security created by this Deed.

7.1.3 it has not received, or acknowledged notice of, any adverse claim by any person in respect of the Property or any interest in it.

7.1.4 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Property.

7.1.5 there is no breach of any law or regulation that materially and adversely affects the Property.

7.1.6 no facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use.

7.1.7 nothing has arisen, has been created or is subsisting that would be an overriding interest in the Property.

7.1.8 this Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of Atex and is and will continue to be effective security over all and every part of the Property in accordance with its terms.

8. Further assurance

Atex shall, at its own expense, take whatever action the Council or any receiver may reasonably require for creating, perfecting or protecting the security intended to be created by this deed of facilitating the realisation of any of the Property.

9. Registration

DNB By executing this deed Atex applies for the following restriction to be entered in the Proprietorship Register of the title to the Property at HM Land Registry

"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 [] in favour of Suffolk County Council referred to in the charges register or their conveyancer."

10. Further covenants of Atex

Atex covenants with the Council in the terms set out in Schedule 1.

11. Notices

11.1 Each notice or other communication required to be given under, or in connection with, this deed shall be:

11.1.1 in writing, delivered personally or sent by prepaid first-class letter; and

11.1.2 sent to the party at the address at the head of this document.

or to such other address as is notified in writing by one party to the other from time to time.

12. Governing law

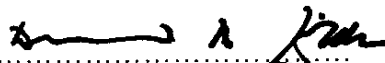
This Deed and any dispute arising out of it shall be governed by and construed in accordance with the law of England and Wales.

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

The COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed)
in the presence of)

.....
A duly authorised officer

one Executed
~~SIGNED~~ as a DEED by)
ATEX DEVELOPMENTS)
one LIMITED acting by a Director)
one in the presence of:

one 
.....
Director

Witness: *L D Parkes*

Name: L.D. PARKES

one _____
Director/Secretary

Address: 87 Whiting Street
Bury St Edmunds

Occupation: Solicitor

Schedule 1
Further Covenants of ATEX

1. Negative pledge and disposal restrictions

Atex shall not at any time, except with the prior written consent of the Council:

- 1.1 create, purport to create or permit to subsist any security on, or in relation to, the Property other than any security created by this Deed;
- 1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property; or
- 1.3 create or grant (or purport to create or grant) any interest in the Property in favour of a third party.

2. Preservation of the Property

Atex shall not do, or permit to be done, any act or thing that would depreciate, jeopardise or otherwise prejudice the security held by the Council or materially diminish the value of the Property or the effectiveness of the security created by this Deed.

3. Repair and maintenance

Atex shall keep all premises, and fixtures and fittings on the Property in good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

4. Insurance

- 4.1 Atex shall insure and keep insured (or procure the same) with a reputable insurance company the Property against all risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as Atex.
- 4.2 Any such insurance must be for not less than the reinstatement value (including professional fees and incidental costs) of the Property.
- 4.3 Atex shall, if requested by the Council, produce to the Council the policy, certificate or cover note relating to any such insurance.
- 4.4 Atex shall, if requested by the Council, procure that a note of the Council's interest is endorsed upon each insurance policy.

5. Proceeds from Insurance Policies

All monies payable under any insurance policy at any time (whether or not the security constituted by this Deed has become enforceable) shall be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or, after the security constituted by this Deed has become enforceable and if the Council so directs, in or towards discharge or reduction of the Loan or to discharge any outstanding liabilities in relation to any works or refurbishment in line with the Project as defined in the Loan Agreement.