/ 1 2266723

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

MR01
Particulars of a charge

laserform

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.

THURSDAY

A6YUQS1D
A20 01/02/2018 #103
COMPANIES HOUSE

✓ **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.

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

For official use: 0006

Company number	1 0 8 1 4 4 1 5
Company name in full	CIFCO Capital Limited

→ **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 m1 y2 y0 y1 y8

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	Mid Suffolk District 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.

4 Brief description

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.

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".

Please limit the description to the available space.

Brief description: Greyfriars Court, Chippenham Drive, Kingston, Milton Keynes, MK10 0BN

5 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.

[x] **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

[x] **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 company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

[x] **Yes**

☐ **No**

8 Trustee statement ❶

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.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature
X Birketts LLP 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 David McLaughlin (321666.06)

Company name Birketts LLP

Address 24-26 Museum Street

Post town Ipswich

County/Region Suffolk

Postcode I P 1 1 H Z

Country England

DX DX 3206 IPSWICH

Telephone 01473 232300

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: 10814415

Charge code: 1081 4415 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2018 and created by CIFCO CAPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st February 2018.

DX

Given at Companies House, Cardiff on 5th February 2018

Companies House

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 31 January 2018

MID SUFFOLK DISTRICT COUNCIL **(1)**

CIFCO CAPITAL LIMITED **(2)**

LEGAL MORTGAGE

Birketts

Birketts LLP: Offices in Cambridge | Chelmsford | Ipswich | Norwich
www.birketts.co.uk

Date: 31 January 2018.

Parties

(1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("Lender")

(2) **CIFCO CAPITAL LIMITED** a company incorporated and registered in England & Wales (company number 10814415), whose registered office is at C/O B&Msdc Endeavour House, 8 Russell Road, Ipswich, Suffolk, United Kingdom, IP1 2BX ("Borrower")

Property: The freehold property known as Greyfriars Court, Chippenham Drive, Kingston, Milton Keynes, MK10 0BN (Land Registry Title No: BM249417). Any reference to **Property** includes any part of it and the other assets charged by Clause 2.

1. BORROWER'S OBLIGATIONS

The Borrower will pay to the Lender on demand all the Borrower's Obligations. The Borrower's Obligations are all the Borrower's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

1.1 **Interest** at the rate charged by the Lender, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Lender.

1.2 any expenses the Lender or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. CHARGE

The Borrower, as a continuing security for the payment on demand of the Borrower's Obligations and with full title guarantee:

2.1 charges to the Lender all legal interest in the Property, by way of legal mortgage.

2.2 *gives to the Lender a fixed charge over any of the following property of the* Borrower, whether owned now or in the future:

2.2.1 any other interest in the Property;

2.2.2 all rents receivable from any lease granted of the Property;

2.2.3 all the goodwill of the Borrower's business carried on at the Property;

2.2.4 the proceeds of any insurance affecting the Property;

2.2.5 all fixtures and fittings not forming part of the Property;

2.2.6 all plant and machinery at the Property, including any associated warranties and maintenance contracts;

2.2.7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business.

3. RESTRICTIONS

The Borrower will not, without the Lender's consent:

3.1 permit or create any mortgage, charge or lien on the Property.

3.2 dispose of the Property.

3.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting.

3.4 part with or share possession or occupation of the Property.

4. LAND REGISTRY

The Borrower and the Lender apply to the Land Registry to enter a restriction that "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 created by this deed in favour of the Lender referred to in the charges register". The Lender may also register any priority arrangements at the Land Registry which will then be publicly available.

5. PROPERTY UNDERTAKINGS

The Borrower will:

5.1 permit the Lender at any time to inspect the Property.

5.2 keep all Property of an insurable nature comprehensively insured or ensure that the occupational tenant of the premises do so (including if requested by the Lender, terrorism cover) to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Borrower's expense.

5.3 hold on trust for the Lender all proceeds of any insurance of the Property. At the Lender's option, the Borrower will apply the proceeds in making good the relevant loss or damage, or to reduce the Borrower's Obligations.

5.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property.

5.5 keep the Property in good condition.

5.6 not, without the Lender's consent, carry out any development on or make any alterations to the Property which requires planning permission or approval under building regulations.

6. POSSESSION AND EXERCISE OF POWERS

6.1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Borrower will continue in possession until the Lender takes possession.

6.2 If the Lender makes a demand, the Lender may then take possession or exercise any of its other powers without further delay.

6.3 Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.

6.4 The Lender will not be liable to account to the Borrower for any money not actually received by the Lender.

7. APPOINTMENT OF RECEIVER

The Lender may appoint or remove a receiver or receivers of the Property. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Borrower's agent and the Borrower (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

8. POWERS OF THE LENDER AND RECEIVERS

8.1 The Lender or any receiver may:

8.1.1 carry on the Borrower's business that is conducted at the Property.

8.1.2 enter, take possession of, and/or generally manage the Property.

8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property.

8.1.4 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Lender or a receiver under this power.

8.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately.

8.1.6 complete any transactions by executing any deeds or documents in the name of the Borrower.

8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.

8.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.

8.1.9 employ advisers, consultants, managers, agents, workmen and others.

8.1.10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.

8.1.11 do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers.

8.2 A receiver may borrow and secure the repayment of any money, in priority to the Borrower's Obligations.

8.3 Joint receivers may exercise their powers jointly or separately.

8.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.

8.5 The Lender may exercise any of its powers even if a receiver has been appointed.

8.6 The Lender may set off any amount due from the Borrower against any amount owed by the Lender to the Borrower. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

8.7 Any credit balance with the Lender will not be repayable, or capable of being disposed of, charged or dealt with by the Borrower, until the Borrower's Obligations, both before and after demand, have been paid in full. The Lender allowing the Borrower to make withdrawals will not waive this restriction.

9. APPLICATION OF PAYMENTS

9.1 The Lender may apply any payments received for the Borrower to reduce any of the Borrower's Obligations, as the Lender decides.

9.2 If the Lender receives notice of any charge or other interest affecting the Property, the Lender may suspend the operation of the Borrower's account(s) and open a new account or accounts. Regardless of whether the Lender suspends the account(s), any payments received by the Lender for the Borrower after the date of that notice will be applied first to repay the Borrower's Obligations arising after that date.

10. PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

10.1 This deed is in addition to any other security or guarantee for the Borrower's Obligations held by the Lender now or in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.

10.2 On request, the Borrower will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed.

11. POWER OF ATTORNEY

To give effect to this deed and secure the exercise of any of their powers, the Borrower irrevocably appoints the Lender, and separately any receiver, to be the Borrower's attorney (with full power of substitution and delegation), in the Borrower's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

12. MORE THAN ONE BORROWER

Where the Borrower is more than one person the Borrower's Obligations include their joint and several liabilities. References to the Borrower are to them together and separately.

13. CONSENTS, NOTICES AND DEMANDS

13.1 All consents, notices and demands must be in writing.

13.2 The Lender may deliver a notice or demand to the Borrower at its registered office, or at the contact details last known to the Lender.

13.3 A notice or demand signed by an official of the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

13.4 A notice from the Borrower to the Lender will be effective on receipt.

14. **TRANSFERS**

The Lender may allow any person to take over any of its rights and duties under this deed. The Borrower authorises the Lender to give that person or its agent any financial or other information about the Borrower. References to the Lender include its successors.

15. **LAW**

15.1 English law governs this deed and the English courts have exclusive jurisdiction.

15.2 For the benefit of the Lender, the Borrower irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Borrower and may be enforced against the Borrower in the courts of any other jurisdiction.

EXECUTED as a Deed by affixing the common seal of **MID SUFFOLK DISTRICT COUNCIL**)

In the presence of:

12137

....
Authorised Signatory

EXECUTED AS A DEED by **CIFCO CAPITAL Limited** acting by two directors or a director and its secretary)

Director

Director/Secretary