



Registration of a Charge

Company name: **CORLEY SHOOTING GROUND LTD**

Company number: **11444846**



X80QWLC8

Received for Electronic Filing: **07/03/2019**

Details of Charge

Date of creation: **04/03/2019**

Charge code: **1144 4846 0001**

Persons entitled: **ADRIAN GLYN JONES
PHILIP CHARLES BARTER**

Brief description: **THE LAND AT HIGHFELD FARM, OLD HOUSE LANE, CORLEY AS EDGED
RED ON THE PLAN ANNEXED TO THE LOAN AGREEMENT.**

Authentication of Form

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

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: **BTTJ**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11444846

Charge code: 1144 4846 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th March 2019 and created by CORLEY SHOOTING GROUND LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th March 2019 .

Given at Companies House, Cardiff on 8th March 2019

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

4 March.

2019

(1) AG JONES

and

(2) PC BARTER

and

(3) CORLEY SHOOTING GROUND LTD

LOAN AGREEMENT

Brindley Twist Tafft & James LLP
Lowick Gate
Siskin Drive
Coventry
CV3 4FJ
(Ref: SJW)

THIS LOAN AGREEMENT is made the 4th day of March 2019

BETWEEN:-

- (1) **ADRIAN GLYN JONES** of Harvest Hill House, Harvest Hill Lane, Allesley, Coventry CV5 9DD ("the First Lender");
- (2) **PHILIP CHARLES BARTER** of Mountside, Green End Road, Fillongley, Coventry, United Kingdom, CV7 8DS ("the Second Lender"); and
- (3) **CORLEY SHOOTING GROUND LTD** a company incorporated in England and Wales with company number 11444846 whose registered office is at Harvest Hill House, Harvest Hill Lane, Allesley, Coventry, United Kingdom, CV5 9DD ("the Borrower").

WHEREAS:-

- (A) In order to assist the Borrower, by the provision of the funds required to complete the Borrower's purchase of the Property, the Borrower has requested and the First Lender and the Second Lender each (collectively "the Lenders" and "Lender" shall mean either of them) to lend the sum of Thirty Eight Thousand and Sixty Eight Pounds and Forty Pence (£38,068.40) to the Borrower, which the Lenders have agreed to do on the terms set out in this Agreement
- (B) As security for the repayment of the Loan, the Borrower has agreed to execute, jointly and severally in the Lender's favour, a first legal charge over the Property in the form of the Legal Charge

NOW THIS DEED WITNESSETH as follows:-

1.1 Interpretation

In this Agreement the following words and expressions shall, unless the context clearly requires otherwise, have the following respective meanings:-

"the Interest Rate" means 0% per annum

“the Legal Charge” means the legal charge (in Form CH1) to be granted by the Borrower to the Lenders, over the Property, in the form of the agreed draft thereof annexed hereto as Appendix A

“the Loan” means the sum of £38,068.40 lent by the Lender to the Borrower on the terms of this Agreement or (as the case may be) the outstanding balance, for the time being, of such said sum

“the Property” means the parcel of land forming part of the property edged in red on the plan attached at Appendix A hereto.

- 1.2 The obligations of the Borrower to the Lenders shall be joint and several unless stated otherwise.
- 1.3 A reference to this deed or to any other agreement or document referred to in this deed is a reference to this deed or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 This deed shall be binding on and enure to the benefit of, the Lenders and their respective personal representatives and successors, and a reference to a Lender shall include the Lenders’ personal representative and successors.
- 1.6 A reference to **writing** or **written** excludes fax and email (unless otherwise expressly provided in this deed).

- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. The Loan

- 2.1 On the date of this Agreement the First Lender and the Second Lender have each lent to the Borrower the sum of Thirty Eight Thousand and Sixty Eight Pounds and Forty Pence (£38,068.40), the receipt of which said sum the Borrower hereby acknowledges; in accordance with the Borrower's irrevocable instructions in that regard (hereby given).
- 2.2 The Borrower hereby covenants and agrees with the Lenders to use the Loan only to complete the Borrower's purchase of the Property and pay the costs associated with that purchase and for no other purpose or purposes whatsoever
- 2.3 Save as expressly set out in clause 13 below, the Loan or (as the case may be) the outstanding balance of the Loan shall not attract interest from the date hereof until such time as the Loan has been fully repaid
- 2.4 The Borrower hereby covenants and agrees with the Lenders to repay the Loan equally to each Lender, plus all interest accrued and due thereon, pursuant to the provisions of clause 13 below, on the first to occur of:-
- 2.4.1 in instalments equal to the monies received by the Company for the allotment of shares (less such sums as the Company reasonably need to retain to pay its legal fees) such instalments to be paid as soon as reasonably practicable after each share (or group of shares is allotted);
- 2.4.2 such earlier date or dates as the parties may agree in writing (such agreement not to be unreasonably withheld or delayed); or

2.4.3 forthwith upon the occurrence of any Event of Default, pursuant to the provisions of clause 4 below.

3. Security

As security for the Loan and its repayment, the Borrower shall, on the date of this Agreement, execute the Legal Charge in favour of the Lenders.

4. Events of Default

If the Borrower shall be in breach of any of the terms of and/or the obligations imposed upon the Borrower by this Agreement or shall make default in respect of any payment due hereunder or if the Borrower shall enter into any arrangement or composition for the benefit of its creditors (including, without limitation, a Company Voluntary Arrangement) or shall suffer any distress, execution or any other similar process to be levied on the Borrower's goods as shall not have been paid out within seven days of the date of such distraint or if the Borrower applies for or consents to the appointment of a liquidator, administrator, receiver or any similar officer either of itself and/or of any of its assets or undertaking or if any petition is presented or an application made in respect of or any order is made or any resolution is passed for the liquidation, winding-up or dissolution of the Borrower or if the Borrower stops payment or is unable or admits inability to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) or becomes or is deemed to be insolvent within the meaning of Section 247(1) of that Act or goes into liquidation within the meaning of Section 247(2) of that Act or if the Borrower ceases or threatens to cease to carry on or a material part of the Borrower's business (each, any and every of such said events being, for the purposes of this Agreement, an Event of Default) then and in each and any such case the whole of the outstanding balance of the Loan plus all interest accrued thereon shall automatically be and become immediately due and payable to the Lenders and without any requirement for notice or demand to be made therefor by the Lenders.

5. No Waiver

The Lenders' rights and/or remedies against the Borrower, under this Agreement, shall not be diminished or extinguished by the granting of any indulgence, forbearance or extension of time by the Lenders nor by any failure or delay, on the part of the Lenders (or any one of them), in asserting any such rights and/or remedies.

6. Third Party Rights

A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any rights or remedy of any person which exists otherwise than pursuant to such Act.

7. Costs

Except as expressly provided otherwise in this deed, all legal and other costs, expenses and charges incurred in connection with the negotiation, preparation and execution of this deed and all costs and expenses of any solicitors appointed by the Borrower shall be borne by the Borrower.

8. Set-Off

All amounts due under this deed shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Assignment

The Borrower shall not assign, transfer, mortgage, charge, declare a trust over, or deal in any other manner with any or all of his rights and obligations under this deed.

10. Entire Agreement

10.1 This deed constitutes the entire agreement between the Borrower and the Lenders and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.2 The Borrower acknowledges that in entering into this deed it does not rely on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this deed.

11. Variation and Waiver

11.1 No variation of this deed shall be effective unless it is in writing and executed as a deed by all the parties.

11.2 No failure or delay by the Lenders to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this deed or by law is only effective if it is in writing.

12. Notices

12.1 A notice given to a party under or in connection with this deed shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or another next working day delivery service to that party's address (as set out above) (or to such other address as that party may from time to time notify to the others in accordance with this deed).

12.2 Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause 12 have been satisfied):

(a) if delivered by hand, on signature of a delivery receipt; or

(b) if sent by pre-paid first class post (or another next working day delivery service), on the second Business Day after posting,

unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm on a Business Day), in which case deemed receipt will occur on the next following Business Day.

- 12.3 This clause 12 does not apply to the service of any proceedings or other documents in any legal action.

13. Interest

If the Borrower fails to make any payment due to either Lender under this deed by the due date for payment, the Borrower shall pay interest on the overdue amount at the rate of 4% per annum above Lloyds Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Borrower shall pay the interest together with the overdue amount.

14. Severance

If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this deed.

15. Third Party Rights

No one other than the parties hereto (and their respective successors and personal representatives) shall have any right to enforce any of its terms.


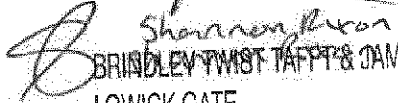
16. Governing Law and Jurisdiction

16.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.



16.2 The parties hereto irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

IN WITNESS whereof this Loan Agreement has been executed by the parties hereto, as a deed, the day and year first before written

SIGNED as a deed by the said
ADRIAN GLYN JONES
in the presence of:-

) 
)
) 
BRINDLEY TWIST TAFFT & JAMES LLP
LOWICK GATE
SISKIN DRIVE
COVENTRY CV3 4FJ
Traverse solicitor.

SIGNED as a deed by the said
PHILIP CHARLES BARTER
in the presence of:-

) 
)
) 
BRINDLEY TWIST TAFFT & JAMES LLP
LOWICK GATE
SISKIN DRIVE
COVENTRY CV3 4FJ
Traverse solicitor.

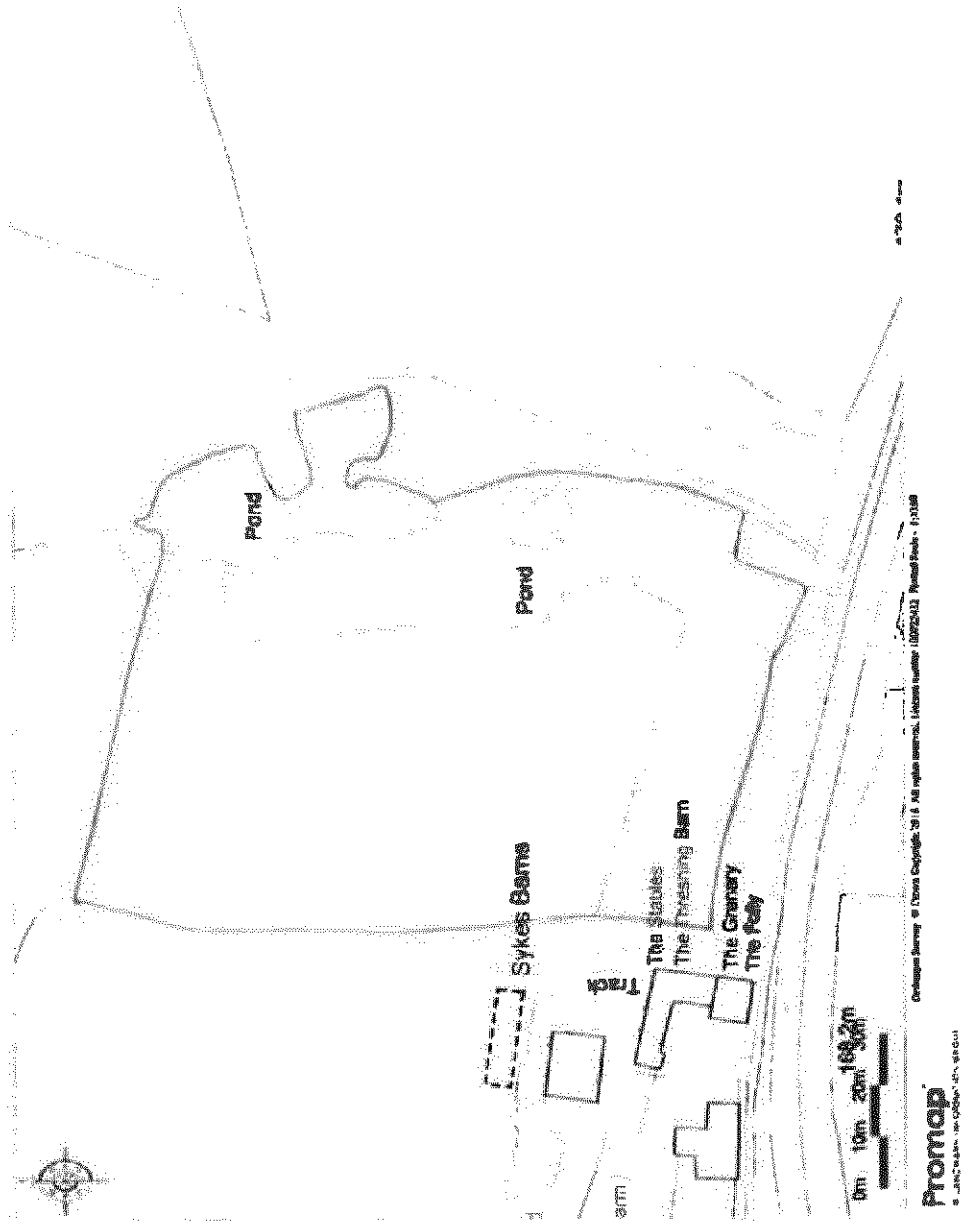
EXECUTED as a deed by **CORLEY**
SHOOTING GROUND LTD acting by
two directors or a director and its company
secretary

) 
) 
) Director

Director/Company Secretary

APPENDIX A

Plan



P. 12A

P. 12A
A. G. Smith