



Registration of a Charge

Company Name: **CHURCH COURT (MORLEY) LTD**

Company Number: **13284538**



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Received for filing in Electronic Format on the: **05/10/2021**

Details of Charge

Date of creation: **04/10/2021**

Charge code: **1328 4538 0001**

Persons entitled: **FSL PROPERTY LIMITED**

Brief description: **UNIT 2 CHURCH COURT, CHURCH STREET, LEEDS AND LAND ON THE SOUTH WESTERLY SIDE OF CHRUCH STREET, MORLEY LEEDS**

Contains fixed charge(s).

Contains negative pledge.

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: **RACHEL HAWES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13284538

Charge code: 1328 4538 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th October 2021 and created by CHURCH COURT (MORLEY) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2021 .

Given at Companies House, Cardiff on 7th October 2021

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**

HM Land Registry

Legal charge of a registered estate

CH1

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

[Signature]

Legal Solicitors LLP
22 St Paul's Street, Leeds LS2 8PL

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

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

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 HM 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.

1	Title number(s) of the property: WYK296795 & WYK805454
2	Property: Unit 2 Church Court, Church Street, Leeds & Land on the South Westerly side of Church Street, Morley, Leeds
3	Date: 4 October 2021
4	Borrower: Church Court (Morley) Ltd <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:
5	Lender for entry in the register: Fsl Property Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 8800337 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

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.

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.

6 Lender's intended address(es) for service for entry in the register:

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 in favour of FSL PROPERTY LIMITED referred to in the charges register or their conveyancer.

9 Additional provisions

9.1 Background

(A) The Borrower is the owner of the Property.

(B) The Borrower has agreed to enter into this mortgage to give the Lender a charge over the Property as security for the Indebtedness.

9.2 Interpretation

In this document unless the context otherwise requires the following capitalised terms shall have the following meanings:

Commencement Date: the date of this charge.

Encumbrance: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Event of Default: any of the events or circumstances listed in Schedule 3.

Indebtedness: the sum of £400,000.00 owed by the Borrower to the Lender together with any interest, future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with this charge.

Interest: interest which is payable at the Interest Rate on the amount outstanding of the Indebtedness and which shall be

calculated daily on a compound basis

Interest Rate : 4% per annum

LPA 1925: the Law of Property Act 1925.

Redemption Date: *nearest 4/12/2021 at the expiry of 6 months* (6 months)

Security Period: the period starting on the Commencement Date and ending on the date on which all the Indebtedness have been unconditionally and irrevocably paid and discharged in full and no further Indebtedness are capable of being outstanding.

A reference in this mortgage to a charge or mortgage of, or over, the Property includes:

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrowers in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

9.3 Loan

- (a) The Borrower shall repay the Indebtedness together with the Interest on or before the Redemption Date.
- (b) The Borrower shall be entitled to repay the Indebtedness in part payments or in one full payment at any time on or before the Redemption Date.
- (c) If the Borrower fails to pay any amounts due under this agreement on or before the due date for such payment, interest of 5% per annum above the Bank of England Base Rate will be payable which will accrue daily on the unpaid amount from the due date to the date of payment.

9.4 Covenants

The Borrower covenants with the Lender in the terms set out in Schedule 1.

9.5 Powers of the Lender

The Lender shall have the powers set out in Schedule 2.

9.6 Enforcement of Security

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs whereupon it shall become immediately exercisable.

9.7 Costs

The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to suing for, or recovering, any of the Indebtedness including, without limitation, the costs of any proceedings in relation to this mortgage or the Indebtedness or incurred in or suffered by any default or delay by the Borrower in performing any of his obligations under this mortgage.

9.8 Continuing Security

This mortgage shall remain in full force and effect as a continuing security for the Indebtedness unless and until the Lender discharges this mortgage in writing.

9.9 Rights Cumulative

The rights and remedies of the Lender provided under this mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to, and not exclusive of, any rights and remedies provided by law.

9.10 Waivers

Any waiver of any right or remedy by the Lender under this mortgage or by law is only effective if given in writing and signed by the Lender and shall not be deemed a waiver of any other breach or default. It applies only in the circumstances for which it is given, and shall not prevent the Lender from subsequently relying on the relevant provision.

9.11 Further Exercise of Rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.

9.12 Delay

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver.

9.13 Redemption

Within 5 working days of receipt of the full Indebtedness, the lender will apply to the Land Registry for the removal of this charge and the restriction contained within it from the Borrower's registered title.

Schedule 1 – Covenants

1. The Borrower shall not at any time after the Commencement Date, except with the prior written consent of the Lender:
 - (a) create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage;
 - (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part

of, or any interest in, the Property; or

(c) create or grant any interest in the Property in favour of a third party.

2. The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this mortgage.
3. The Borrower shall use his reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Lender may require from time to time.
4. The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting the Property.
5. The Borrower shall keep the Property in good repair and condition.
6. The Borrower shall at his own expense insure and keep insured the Property to its full replacement value including professional fees with reputable insurers in the name of the Mortgagor or, at the Lender's request, the joint names of the Mortgagor and the Lender against all usual risks.
7. The Borrower shall apply any moneys received from insurance in discharge of his obligations under this mortgage.

Schedule 2 – Powers of Lender

1. The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of his obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of his obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.
2. In remedying any breach in accordance with paragraph 10 of Schedule 2, the Lender and his agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.
3. The rights of the Lender under paragraph 1 of this Schedule 2 are without prejudice to any other rights of the Lender under this mortgage. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

Schedule 3 – Events of Default

1. The Borrower fails to pay any sum payable by him under this mortgage when due, unless their failure to pay is caused solely either by:
 - (a) an administrative error or technical problem and payment is made within five business days of its

due date; or

- (b) an event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or which otherwise prevents either or both parties from complying with their obligations under this mortgage.

2. The Borrower fails (other than a failure to pay) to comply with any provision of this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within 14 business days of the earlier of:

(a) the Lender notifying the Borrower of the default and the remedy required; and

(b) the Borrower becoming aware of the default.

3. The Borrower is unable to pay its debts as they fall due or is insolvent.

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.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10 Execution

Executed as a deed by
As director of Church Court (Morley) Ltd
in the presence of:

Signature of Witness

Name (in block capitals) **Ian Land LL.B (Hons)**

Address

Member
Levi Solicitors LLP
33 St Paul's Street
Leeds LS1 2JJ

Occupation

Executed as a deed by
As director of Fsl Property Limited

in the presence of:

Signature of Witness

Name (in block capitals)

Address

Occupation

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.

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