

MR01

Particulars of a charge



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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

003263/26

☒ **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 n
instrument Use form MR08

THURSDAY



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02/04/2015

#69

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 02079614

Company name in full H E GROUP LTD

For official use

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→ **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 01/04/2015

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 EIRENE ANNE EDELEANU

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	Description	<p>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</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>
Description	<p>Merrivale Road Exeter Road Industrial Estate ✓ Okehampton ✓ EX20 1UD</p> <p>(Title number DN412848) /</p>		
5	Fixed charge or fixed security	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	

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Trustee statement ^⓪

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

☐

^⓪ This statement may be filed after the registration of the charge (use form MR06)

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Signature

Please sign the form here

Signature

Signature

X

Ernest Zdeleury

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	Rebecca Foxall
Company name	Barnington Solicitors
Address	St George's House 6 St George's Yard Castle Street, Farnham
Post town	Farnham
County/Region	Surrey
Postcode	GU14 7LW
Country	England
DX	
Telephone	01252 741751

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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 2079614

Charge code: 0207 9614 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st April 2015 and created by H E GROUP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd April 2015.

R

Given at Companies House, Cardiff on 15th April 2015



Companies House



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

Land Registry

Legal charge of a registered estate

CH1

We hereby certify that we have seen the original document and that this copy is a true likeness of the document provided to us

Barringtons 01.04.15
Barringtons Solicitors

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 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives

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 DN412848
2	Property Land and buildings at Merrivale Road, Exeter Road Industrial Estate Okehampton EX20 1UD
3	Date 1 April 2015.
4	Borrower H E Group Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 2079614 <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 Eirene Anne Edeleanu <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
6	Lender's intended address(es) for service for entry in the register Fairview 526 Tonbridge Road Mereworth Kent ME18 5JE

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.

7	The Borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input checked="" type="checkbox"/> 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 (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by Eirene Anne Edeleanu of Fairview 526 Tonbridge Road Mereworth Kent or her conveyancer
9	Additional provisions
9.1	<u>Definitions.</u> In this panel 9, the following terms shall have the following meanings' "Determining Event" means the earlier of the date that is three months after the date hereof and (i) the date on which Mr Edeleanu becomes bankrupt, has a receiving order made against him or enters into any arrangement or composition with her creditors; or (ii) the date on which a receiver of the Property or any part thereof is appointed (iii) the date on which any proceedings are instituted for the sale of the Property or otherwise "Interest" means interest on the Principal Sum calculated at the rate of 3% per annum, "Mr Edeleanu" means Hugh Robert Edeleanu the Respondent in the proceedings in the Principal Registry of the Family Division bearing case reference number FD12D04468 "Order" means the order of sitting in the Principal Registry of the Family Division in proceedings between the Lender and Mr Edeleanu bearing case reference number FD12D04468 and dated 10 June 2013, 10 December 11 "Principal Sum" means the lump sum referred to in and calculated by reference to paragraphs 2 and 3 of the Order, less any monies received by the Lender pursuant to the agreement reached between the Lender and Mr Edeleanu and referred to at paragraph 2 of the Order ; "Payment Date" means the later of three months from the date hereof and the date of a Trigger Event "Trigger Event" means the failure of Mr Edeleanu to comply with any part of paragraph 2 of the Order
9.2	<u>Declarations.</u> The Borrower and Lender declare that this Legal Charge

(a) is made pursuant to the Order,

9 3 Borrower's Covenant to Pay

The Borrower covenants with the Lender to pay

- (a) on the Payment Date the Principal Sum to the Lender, and
- (b) from the Payment Date and for such period thereafter as the Principal Sum remains outstanding, Interest on the Principal Sum,

provided always that:

- (i) the Borrower shall be at liberty to but shall not at any time (other than upon the happening of a Determining Event) be obliged to pay the Lender the Principal Sum (or Interest thereon) before the Payment Date, and
- (ii) In the event of a sale of the Property by the Lender as a result of a Trigger Event, Interest shall not accrue until the date of completion of the sale.

9 4 Borrower's Covenants regarding the Property

The Borrower covenants with the Lender

- (a) to keep the Property in no worse state of repair and condition than at the date of this second legal charge,
- (b) to insure and keep insured the Property against fire, and any other risks
- (c) upon receipt of written request from the Lender to produce a copy of the current buildings insurance policy to the Lender,
- (d) to properly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect.
- (e) not to do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice any Insurances relating to the Property
- (f) to observe and perform all covenants stipulations and conditions to which the Property, or the use of it, is or may be subject (and if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed and to diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not agree to waive, release or vary any of the same
- (g) not to grant or agree to grant any lease licence or tenancy of the Property (or any part thereof) without the Lender's consent in writing, *which shall not be unreasonably withheld.*
- (h) to respond to the Lender's reasonable requests for copies of any documents received by the Borrower in connection with the Property which are likely to have an affect on the Lender's security under this charge

9 5 Lender's Covenant to Discharge

The Lender covenants with the Borrower that once the Borrower has paid the Lender the Principal Sum the Lender will at the cost of the Lender immediately take all necessary action to procure the discharge of this second legal charge at the Land Registry

9 6 Postponement of Lender's Powers

The Power of Sale and other powers confirmed by Section 101 of the Law of Property Act (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 the Payment Date

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.

10 Execution

Signed as a deed by a director of
H E Group Limited
in the presence of:

Witness Sign

Witness Name

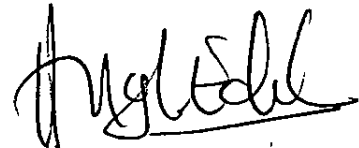
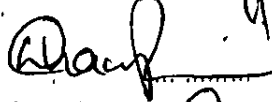

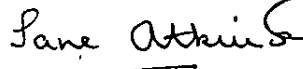
Witness Address

Signed as a deed by
Eirene Anne Edeleanu
in the presence of.

Witness Sign

Witness Name

Witness Address


(Director)

Linda Champion
40 H.E. Group Ltd.
The Whitewash Centre, Whitewash
Road, Strood, Kent
ME2 4DE

(Eirene Anne Edeleanu)

JANE ATKINS
CROSSWAYS HOUSE,
FARNINGHAM, KENT.
DA4 0DX.

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.