

MR01

Particulars of a charge

306854/13

Laserform

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

☒ **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 a
instrument Use form

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

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery

 You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record **Do not send the original.**

FRIDAY



1 Company details

Company number 0 0 5 1 9 6 3 2

Company name in full Starline Holdings Limited

2 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 d0 d6 m0 m5 y2 y0 y1 y5

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 David Ellse

Debryn, Ridley Lane, Mawdesley, Ormskirk, L40 2RE

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

MR01

Particulars of a 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

Brief description

Land and Buildings being 9 Leafy Close, Leyland, PR25 3AG registered at the Land Registry with Title Number LA738995

✓

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

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

☐ Yes

☒ No

6

Floating charge

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

☐ Yes Continue

☒ 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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X 

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 Catherine Hylton

Company name Marsden Rawsthorn Solicitors Ltd

Address Faraday Court

Faraday Drive

Fulwood

Post town Preston

County/Region Lancashire

Postcode P R 2 9 N B

Country United Kingdom

DX 25404 FULWOOD 2

Telephone 01772 799600

**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: 519632

Charge code: 0051 9632 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th May 2015 and created by STARLINE (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2015.

17+

Given at Companies House, Cardiff on 27th May 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Land Registry

Legal charge of a registered estate

CH1

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 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

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. LA738995
2	Property 9 Leafy Close Leyland
3	Date 6 May 2015
4	Borrower Starline Holdings Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 00519632 <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 David Ellse <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 Debryn, Ridley Lane, Mawdesley, Ormskirk, Lancashire, L40 2RE

We certify this to be a true copy

Marsden Rawsthorn
Marsden Rawsthorn 14/05/15
Solicitors FULWOOD

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

- ☒ 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 (Form P)

No disposition of the registered estate by the proprietor of the registered estate is to be registered without the written consent signed by the proprietor for the time being of the charge dated in favour of David Ellse referred to in the charges register or their conveyancer

9 Additional provisions

CLAUSE

- 1 Definitions and interpretation
- 2 Loan
- 3 Covenant to pay
- 4 Interest
- 5 Grant of security
- 6 Perfection of security
- 7 Liability of the Borrower
- 8 When security becomes enforceable
- 9 Enforcement of security
- 10 Notices
- 11 Governing law

SCHEDULE

SCHEDULE 1 PROPERTY

SCHEDULE 2 REPRESENTATIONS AND WARRANTIES

- 1 Ownership of Property
- 2 No Encumbrances
- 3 Adverse claims
- 4 Adverse covenants
- 5 No breach of laws
- 6 No interference in enjoyment
- 7 No overriding interests
- 8 Avoidance of security
- 9 No prohibitions or breaches
- 10 Environmental compliance
- 11 Information for Valuations

SCHEDULE 3 POWERS OF THE LENDER

- 1 Power to remedy
- 2 Exercise of rights

SCHEDULE 4 EVENTS OF DEFAULT

- 1 Non-payment
- 2 Non-compliance
- 3 Misrepresentation
- 4 Insolvency

SCHEDULE 5 REPAYMENT

- 1 Repayment

ANNEX

ANNEX DECLARATION FOR EXEMPTION RELATING TO BUSINESS

BACKGROUND

- (A) The Lender has agreed to provide the Borrower with the Loan on a secured basis
- (B) The Borrower is the owner of the Property
- (C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan
- (D) The Loan will be repaid on the Repayment Dates

AGREED TERMS

1.1 Definitions

The definitions and rules of interpretation in this clause apply in this mortgage

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 event or circumstance listed in Schedule 4

Loan The sum of £270,000 00

Property the freehold property described in Schedule 1

Repayment Dates each of the dates specified in Schedule 5 for repaying the Loan in instalments

Secured Liabilities all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan and this mortgage together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities

Security Period the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

VAT value added tax

1.2 Interpretation

In this legal mortgage

- (a) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts,
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders,
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular,
- (d) a reference to a clause or Schedule is to a clause of, or Schedule to, this mortgage and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires,
- (e) a reference to this mortgage (or any provision of it) or any other document shall be construed as a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties,
- (f) a reference to a person shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person,
- (g) a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly), and

(h) clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage

1 3 Nature of security over real property

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 Borrower 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

1 4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this mortgage

1 5 Third party rights

A third party (being any person other than the Borrower, the Lender and its permitted successors and assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this mortgage

1 6 Schedules

The Schedules form part of this mortgage and shall have effect as if set out in full in the body of this mortgage Any reference to this mortgage includes the Schedules

2 LOAN

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of this mortgage

3 COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities on the Repayment Dates or, if earlier, on an Event of Default

4 INTEREST

4 1 An interest rate of 4% ("the Rate") to be accrued monthly and added to the Loan **[NB: PLEASE CONFIRM THAT INTEREST IS TO ACCRUE MONTHLY / ANNUALLY]**

5 GRANT OF SECURITY

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of first legal mortgage

6 PERFECTION OF SECURITY

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property

"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 dated

2014 in favour of David Ellse referred to in the charges register or their conveyancer "

7 LIABILITY OF THE BORROWER

The Borrower's liability under this mortgage in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground,
- (b) the Lender renewing, determining, varying or increasing any

facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person, or (c) any other act or omission, which but for this clause might have discharged or otherwise prejudiced or affected the liability of the Borrower

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this mortgage against the Borrower

8 WHEN SECURITY BECOMES ENFORCEABLE

The security constituted by this mortgage shall be immediately enforceable if an Event of Default occurs

After the security constituted by this mortgage has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the time, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property

9 ENFORCEMENT OF SECURITY

9 1 Enforcement of security

(a) 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

(b) Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage

10 NOTICES

10 1 Service

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

(a) in writing, delivered personally or sent by pre-paid first-class letter or fax, and

(b) sent

(i) to the Borrower at Debryn, Ridley Lane, Mawdesley, Ormskirk, Lancashire, L40 2RE

(ii) to the Lender at Debryn, Ridley Lane, Mawdesley, Ormskirk, Lancashire, L40 2RE

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

10 2 Receipt by Borrower

Any notice or other communication that the Lender gives shall be deemed to have been received

(a) if given by hand, at the time of actual delivery, and

(b) if posted, on the second Business Day after the day it was sent by pre-paid first-class post

A notice or other communication given as described in clause 10 2 on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day

10 3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt

11 GOVERNING LAW

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

Schedule 1 Property

Land and buildings being 9 Leafy Close Leyland PR25 3AG
Registered at the Land Registry with Title Number LA738995

Schedule 2 Representations and warranties

1 OWNERSHIP OF PROPERTY

The Borrower is the legal and beneficial owner of the Property and has good and marketable title to the Property

2 NO ENCUMBRANCES

The Property is free from Encumbrances other than Permitted Encumbrances and the Encumbrance created by this mortgage

3 ADVERSE CLAIMS

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it

4 ADVERSE COVENANTS

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property

5 NO BREACH OF LAWS

There is no breach of any law or regulation which materially adversely affects the Property

6 NO INTERFERENCE IN ENJOYMENT

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 NO OVERRIDING INTERESTS

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property

8 AVOIDANCE OF SECURITY

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise

9 NO PROHIBITIONS OR BREACHES

There is no prohibition on the Borrower assigning its rights in the Property and the entry into this mortgage by the Borrower does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Borrower or its assets

10 ENVIRONMENTAL COMPLIANCE

The Borrower has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences

Schedule 3 Powers of the Lender

1 POWER TO REMEDY

1.1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.

1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 3, the Lender and its 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.

2 EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 3 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.

WARNING

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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Schedule 4 Events of Default

1 NON-PAYMENT

The Borrower fails to pay any sum payable by it under this mortgage when due, unless its failure to pay is caused solely either by

1 1 An administrative error or technical problem and payment is made within five Business Days of its due date

1 2 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 NON-COMPLIANCE

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

2 1 The Lender notifying the Borrower of the default and the remedy required

2 2 The Borrower becoming aware of the default

3 MISREPRESENTATION

Any representation, warranty or statement made by the Borrower in relation to the Agreement or this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made

4 INSOLVENCY

4 1 The Borrower stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due

4 2 A petition for a bankruptcy order is presented or a bankruptcy order is made against the Borrower

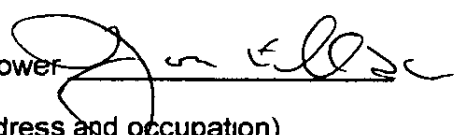
Schedule 5 Repayment

1 REPAYMENT DATES

The Borrower shall repay the Loan by making instalment payments on the Repayment Dates as attached to this mortgage
This Loan shall in all circumstances be repaid on or before 30 December 2024

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 the Borrower 
In the Presence of

Witness (signature, name, address and occupation)

L. Rimmer L. RIMMER

MEADOW COTTAGE

RIDLEY LANE MAWDESLEY

LY02RE

Preschool Assistant

Signed as a Deed by the Lender 
In the Presence of

Witness (signature, name, address and occupation)

L. Rimmer L. RIMMER

MEADOW COTTAGE

RIDLEY LANE MAWDESLEY

LY02RE

PRESCHOOL ASSISTANT