

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling service.
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 the charge
instrument. Use form MR01.



A08 *A7HMKLF7* #183
30/10/2018
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 00891095 ✓
Company name in full GOWRINGS (ABINGDON) LIMITED ✓

0016 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 d 1 7 m 1 0 y 2 0 y 1 8 ✓

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 YACOB JACKEY FARFOORY ✓

Name ZEIN THOMPSON - MAYASSI ✓

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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Description

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.

Continuation page

Please use a continuation page if you need to enter more details.

Description

FREEHOLD PROPERTY AT 109,111 - part 121 (odd), 125 OCK STREET, ABINGDON, OX14 5DQ REGISTERED AT LAND REGISTRY WITH TITLE NUMBERS ON330309, ON60938 AND ON146417

5

Fixed charge or fixed security

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.

☒ 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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Trustee statement

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.

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X *Alan Taylor* X
SOLICITOR TO THE CHARGEE

This form must be signed by a person with an interest in the charge.

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**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 **STEPHEN CARTER**

Company name **ALAN TAYLOR & CO**

Address **14 BOWLING GREEN LANE**

Post town **LONDON**

Country/Region

Postcode **E C 1 R O B D**

Country

DX

Telephone **0207 251 3222**

**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: 891095

Charge code: 0089 1095 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2018 and created by GOWRINGS (ABINGDON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2018.



Given at Companies House, Cardiff on 6th November 2018



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 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: ON330309, ON60938 and ON146417
2	Property: 109, 111 – part 121 (odd), 125 OCK STREET, ABINGDON, OX14 5DQ
3	Date: 17 th October 2018
4	Borrower: GOWRINGS (ABINGDON) LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00891095 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
5	Lender for entry in the register: YACOB JACKIE FARFOORY and ZEIN THOMPSON - MAYASSI <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 England and Wales including any prefix:
6	Lender's intended address(es) for service for entry in the register: c/o 14 BOWLING GREEN LANE, LONDON EC1R 0BD

CERTIFIED A TRUE
COPY OF THE ORIGINAL
Ala Taylor
29.10.2018

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:

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

17.10.2018

in favour of YACOB JACKY FARFOORY and ZEIN THOMPSON – MAYASSI referred to in the Charges Register

9 Additional provisions

9.1 This Legal Charge secures all liabilities and obligations due owing or incurred by the Borrower to the Lender arising from the acceptance by the Borrower of the terms of the Lender's offer letter to the Borrower dated 3RD October 2018 (the "Contract") together with all interest thereon (if any) and all costs, charges losses and expenses incurred by the Lender in obtaining the Borrower's performance of its obligations and liabilities under the Contract or in connection therewith without limitation ("Secured Obligations") and as a continuing security for the performance of the Secured Obligations and in addition to paragraph 7 above the Borrower hereby charges in favour of the Lender with full title guarantee:

(a) by way of legal mortgage all buildings and fixtures (including trade fixtures, if any) at any time on the Property;

(b) by way of fixed charge all the present and future goodwill of any business carried on at the Property by or on behalf of the Borrower and the rent payable by any lessee of the Property and the benefit of all other contracts and guarantees relating to the Property; and

(c) by way of fixed charge the proceeds of any insurance from time to time affecting the Property.

and with full title guarantee assigns to the Lender:

(a) all its right in any insurance policy and the proceeds of any claims thereon;

(b) all amounts payable to the Borrower by way of rent licence fee service charge by any lessee or occupier of the Property or

any part thereof.

9.2 The Borrower covenants to observe and perform all conditions obligations and requirements of the Contract.

9.3 This security is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate performance, satisfaction, payment or other settlement made in respect of the Secured Obligations.

9.4 The Borrower will at its own expense promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Lender may reasonably require for perfecting and protecting the security created (or intended to be created) by this Deed or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Lender's rights hereunder. Any document required to be executed by the Borrower pursuant to this clause 9.4 will be prepared at the cost of the Borrower.

9.5 During the continuance of the security created by this Deed, the Borrower will not, without the prior consent in writing of the Lender:

- (a) create or agree or attempt to create or permit to subsist (in favour of any person other than the Lender) any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect ("Security Interest") over the whole or any part of the Property; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time), sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Property or any interest therein or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Property.

9.6 The Borrower undertakes to the Lender that:

- (a) It will keep the Property in good and substantial repair and will not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Lender of the security constituted by this Deed;
- (b) It will observe and perform all covenants and stipulations from time to time affecting the Property (including, without limitation, any lease) or the mode of user or the enjoyment of the same, make all payments, carry out all registrations or renewals and generally use all reasonable endeavours to preserve and maintain the Property;
- (c) It will punctually pay and indemnify the Lender and any

receiver against all present and future rents, rates, taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of the Property or any part thereof or by the owner or occupier thereof;

(d) It will keep the Property comprehensively insured against all usual risks to its full replacement value;

(e) It will manage the Property in accordance with the principles of good estate management and promptly notify the Lender of any material default of any lessee or other occupier of the Property;

(f) It will observe and perform all conditions obligations and requirements of the Contract (including without limitation the Secured Obligations).

9.7 The Borrower will promptly on request deposit with the Lender (or as it shall direct):

(a) all deeds and documents of title relating to the Property; and

(b) all such other documents relating to the Property as the Lender may from time to time reasonably require.

9.8 The Lender may retain any document delivered to it pursuant to clause 9.7 or otherwise until the security created by this Deed is released and if, for any reason it ceases to hold any such document before such time, it may by notice to the Borrower require that the relevant document be redelivered to it and the Borrower shall immediately comply (or procure compliance) with such notice.

9.9 The Borrower will indemnify the Lender and will keep the Lender indemnified against all losses and reasonable costs, charges and expenses properly incurred by the Lender as a result of a breach by the Borrower of its obligations under the Contract or this Deed (other than those which arise due to the Lender's negligence or wilful default). All sums the subject of this indemnity will be payable by the Borrower to the Lender on demand and if not so paid will bear interest at the rate of 4% over the Bank of Scotland base rate prevailing from time to time (the "Default Rate"). Any unpaid interest will be compounded with monthly rests.

9.10 The Borrower will fully indemnify each of the Lender and any Receiver appointed hereunder on demand from and against any expense (including legal fees), loss, damage or liability which the Lender (or any Receiver) may incur in connection with the modification, amendment, release and/or enforcement or attempted enforcement of, or preservation of the Lender's (or any Receiver's) rights under, this Deed or in relation to any of the Property, including any present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent jurisdiction in connection with the execution or enforcement of this Deed or in consequence of

any payment being made pursuant to this Deed (whether made by the Borrower or a third person) being impeached or declared void for any reason whatsoever.

9.11 The amounts payable under clause 9.10 above shall carry default interest at the Default Rate as well after as before judgement, from the dates on which they were paid, incurred or charged by the Lender or the Receiver (as the case may be) and shall form part of the Secured Obligations and accordingly be secured on the Property under the charges contained in this Deed. All such default interest shall be compounded on the last day of each month.

9.12 In the event that the Borrower:

being an individual

9.12.1 proposes or enters into any composition or arrangement with his creditors generally or any class of his creditors; or

9.12.2 is the subject of any judgement or order made against him which is not complied with within 7 days or is the subject of any execution distress sequestration or other process levied upon or enforced against any part of his undertaking property assets or revenue; or

9.12.3 is the subject of a bankruptcy petition or bankruptcy order; or

9.12.4 is the subject of an application or order or appointment under the Insolvency Act 1986 Section 253 or Section 273 or Section 286; or

9.12.5 is unable to pay or has not reasonable prospect of being able to pay his debts within the meaning of the Insolvency Act 1986 Sections 267 and 268; or

being a company

9.12.6 is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up such company; or

9.12.7 an incumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or administrative receiver is appointed of the whole or any part of the undertaking property assets or revenue of such company; or

9.12.8 stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123; or

9.12.9 without the prior consent in writing of the Lender ceases or threatens to cease to carry on its business in the normal course; or

9.12.10 any event occurs or proceedings are taken with respect to the Borrower in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events mentioned in clause 9.12

then and in any of such cases the Lender may at any time take any steps to enforce this security including but without limitation by exercise of its power of sale or by appointment of a Receiver or Trustee in Bankruptcy or any equivalent person in accordance with the terms of this Charge.

9.13 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this Charge at any time after the date hereof.

9.14 The Lender may appoint or remove a Receiver of the Property and may fix and pay the fee of a Receiver but any such Receiver shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for the Receiver's acts defaults and remuneration.

9.15 All or any of the powers conferred on a Receiver by this Charge may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.

9.16 Neither the Lender nor any receiver shall be liable in respect of all or any part of the Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful acts of default and recklessness. Without prejudice to the generality of the foregoing, entry into possession of the Property shall not render the Lender or the receiver liable to account as mortgagee in possession and if and whenever the Lender enters into possession of the Property, it shall be entitled at any time at its discretion to go out of such possession.

9.17 Section 93(1) of the Law of Property Act 1925 shall not apply to this Deed.

9.18 Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally:-

9.18.1 To take possession of and generally manage the Property and any business carried on at the property

9.18.2 To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment

9.18.3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land

9.18.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the Property

9.18.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Borrower.

9.18.6 To take continue or defend any proceedings and enter into any arrangement or compromise

9.18.7 To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen

9.18.8 To employ advisers consultants managers agents

workmen and others and purchase or acquire materials tools equipment goods or supplies

9.18.9 To borrow any money and secure the payment of any money in priority to the sums owed by the Borrower hereunder for the purpose of the exercise of any of his powers

9.18.10 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property.

9.19 The Borrower grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property to the Borrower at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property. The Receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expense incurred in the sale and that amount shall be a debt due from the Lender to the Borrower.

9.20 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925.

9.21 The Borrower irrevocably appoints the Lender and any Receiver severally to be the Attorney of the Borrower (with full power of substitution and delegation) in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this deed or the exercise of any of their powers.

9.22.1 Any notice or demand by the Lender may be sent by post or fax or delivered to the Borrower at the Borrower's last known address.

9.22.2 A notice or demand by the Lender by post shall be deemed served on the day after posting.

9.22.3 A notice or demand by the Lender by fax shall be deemed served at the time of sending.

9.23 This Deed shall be governed by and construed in accordance with English Law.

9.24.1 The expressions "Lender" and "Borrower" shall where the context so admits include their respective successors in title and assigns.

9.24.2 If two or more persons are included in the expression "Borrower" then the use of that word herein shall be deemed to refer to such persons both together and separately and the obligations of the Borrower shall be joint and several and each of them shall be primarily liable by way of indemnity for the liabilities to the Lender of the other.

9.24.3 References to "Property" includes any part thereof and includes any share from time to time held by the Borrower in any management company of the Property.

9.24.4 Interest will be calculated both before and after demand

or judgement on a daily basis and compounded on such days as the Lender may select.

9.25 If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not be affected or impaired in any way.

9.26 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

9.27 Each of the provisions of this Deed shall be severable and distinct from one another and if one or more of such provisions is invalid illegal or unenforceable the remaining provisions shall not in any way be affected.

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
GOWRINGS (ABINGDON) LIMITED
acting by *GEORGE ALLIN*
Director
in the presence of:

R. Com
Kate Gower
Solicitor
High Street
HM Law LLP, 126, Oxford Street, London W1A 1DA.

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.