406930 / 13

In accordance with Sections 859A and 859J of the Companies Act 2006

# 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 WebF**
Please go to www comp

COMPANIES HOUSE

THURSDAY

*A29G2S2J*
A33 30/05/2013 #52

✓ **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**
You may not use this forr register a charge where t instrument Use form MR

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

For official use

| | |
|---|---|
| Company number | 0 2 2 2 5 5 5 1 |
| Company name in full | Paxhill Park Limited |

→ **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 2 d 9 m 0 m 5 y 2 y 0 y 1 y 3 |

## 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 | Robert Graham Briggs |
| 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

## 4 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

By way of legal mortgage all legal interest in Sports Ground, West Common Road, Bromley, BR2 7BY (Land Registry Number SGL682794) & Land on the East side of West Common Road, Hayes (Land Registry Number SGL682793)

## 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**

## 8 Trustee statement ❶

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

☐

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

## 9 Signature

Please sign the form here

Signature

Signature

X Tinkler Springall X

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

MR01
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 Dean Frasca

Company name Tinklin Springall Solicitors

Address

Post town

County/Region

Postcode

Country

DX 40603 Beckenham

Telephone 0208 402 7222

## 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



This form has been provided free of charge by Companies House

FILE COPY

# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2225551

Charge code: 0222 5551 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th May 2013 and created by PAXHILL PARK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th May 2013.

Given at Companies House, Cardiff on 3rd June 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

THIS **DEED** is made the 29 day of MAY 2013 BETWEEN

- (1) **Robert Graham Briggs of 92 Wilberforce Court, Westerham Road, Keston Kent BR2 6HU**('the Lender')

and

- (2) **Paxhill Park Limited (company number 02225551) of East Mascalls Lane Lindfield West Sussex** ('the Borrower')

**NOW THIS DEED WITNESSES** as follows.

CERTIFIED A TRUE AND COMPLETE COPY OF THE ORIGINAL
FRANKLIN SPRINGALL Solicitors
9 Rectory Road
Beckenham, Kent BR3 1JB

**1 Definitions**

- In this deed·

1 1 'the Advance' means £70,000.00,

1.2 'the Property' means Sports Ground, West Common Road, Bromley, BR2 7BY (Title Number. SGL682794) & Land on the East side of West Common Road, Hayes (Title Number. SGL682793)

1 3 'Repayment Date' means the day upon which the Property is sold

**2 Agreement for advance**

- The Lender agrees with the Borrower to lend the Advance to the Borrower upon the terms, conditions and provisions of this deed. No interest is to be payable on the Advance and the Advance is to be repaid on the Repayment Date

- The Borrower agrees for a Charge to be registered against the Property in favour of the Lender at HM Land Registry and Companies House.

**3 Repayment of advance**

3 1 In consideration of the Advance (receipt of which the Borrower acknowledges) the Borrower undertakes to repay the Advance to the Lender free from any legal or equitable right of set-off on the Redemption Date.

3.2 Notwithstanding the provisions of clause 3.1 the Borrower may at any time repay the Advance or so much of it as may be owing

**4 Borrower's representations and warranties**

- The Borrower represents and warrants to the Lender that the execution of and the observance and performance of his obligations under this deed does not and will not contravene any charge mortgage lease loan facility or other agreement

**5 Indulgence and waiver**

- The Lender may at any time, without discharging or in any way prejudicing this deed or any associated or collateral security or any remedy of the Lender under this deed or any associated or collateral security, grant to the Borrower or to any other person time, indulgence, further credit, loans or advances, or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing, or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person

**6 Demands and notices**

6 1 A demand or notice by the Lender under this deed shall be deemed to have been properly served on the Borrower if served.

6.1 1 personally on the Borrower, or

6 1.2 by first class letter post, telex or fax addressed to the Borrower at or by delivery to the usual or last known place of business.

6 2 Service shall be deemed to be effected

6 2 1 at 10 am on the second business day immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery,

6.2.2 when dispatched if given by telex or fax, and

6.2.3 when left at the property concerned if delivered

6 3 The methods of service described in clause 6.1 are in addition and without prejudice to any other method of service prescribed or permitted by law

## 7 Security

7.1 The Borrower, with full title guarantee, charges their interest in the Property and the business that is operated therein, to the Lender

## 8 Validity and severability

8.1 Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

8 2 If this deed is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason) the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the deed.

## 9 Interpretation

9.1 Unless the context otherwise requires

9 1 1 the singular includes the plural and vice versa,

9.1.2 references to persons include references to firms companies or corporations and vice versa, and

9.1 3 references in the masculine gender include references in the feminine or neuter genders and vice versa

9 2 Unless the context otherwise requires the expressions 'the Borrower' and ' the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them.

9 3 All agreements, undertakings, representations and warranties given or implied in this mortgage by more than one person shall be deemed to have been given jointly and severally by those concerned

9 4 The clause headings do not form part of this deed and shall not be taken into account in its construction or interpretation

9 5 Any reference to a clause or a paragraph or a schedule is to one in this deed so numbered or named

**10 Governing law and jurisdiction**

10.1 This deed shall be governed by and construed in accordance with English law

10 2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this deed and that accordingly any suit, action or proceeding arising out of or in connection with this deed may be brought in such courts

10 3 Nothing in this clause shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

**IN WITNESS** whereof the parties hereto have hereunto set their hands the day and year before written

Executed as a deed by **Robert Graham Briggs**

in the presence of

Signature of witness

Name (in BLOCK CAPITALS) ADAM RUTTER

Address. CEA BANK, 4 BEACONSFIELD ROAD BROMLEY, KENT BR1 2BP

Executed as a deed by **Paxhill Park Limited acting by a director**

in the presence of

Signature of witness

Name (in BLOCK CAPITALS) ADAM RUTTER

Address. CEA BANK, 4 BEACONSFIELD ROAD BROMLEY, KENT BR1 2BP