

MR01

Particulars of a charge



Companies House

039980/13

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 no
instrument Use form MR08

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
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
scanned and placed on the public record Do not send the original



A11 09/06/2016 #274
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 2 7 9 6 7 4 1 ✓

Company name in full L B Group Limited

For official use

→ 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 0 8 0 8 2 0 1 6 ✓

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 Richard Francis
24 Canbridge Road, Colchester, Essex CO3 3US

Name Trevor Lake ✓
11 Wentham Avenue, London NW10 3HT

Name Mike Lake ✓
Plummers Road, Fordham, Essex CO6 3UR

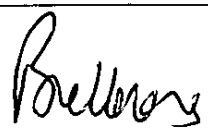
Name GAM Trustees Limited
The Cedars, 11 High Street, Fleckney, Leicester LE8 8AJ

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	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 Legal Charge over Unit 2 Columbia, Orion Avenue, Great Blakenham, Ipswich IP6 0LW comprised in Title Number SK320759 ✓	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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here 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 **Mary Anderson**

Company name **Brethertons LLP**

Address **Montague House**

2 Clifton Road

Post town **Rugby**

County/Region **Warwickshire**

Postcode **C V 2 1 3 P X**

Country

DX **11672 RUGBY**

Telephone **01788 557608**



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: 2796741

Charge code: 0279 6741 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th June 2016 and created by LB GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th June 2016

Q7

Given at Companies House, Cardiff on 16th June 2016



Companies House



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

DATED

8 June

2016

**RICHARD FRANCIS AND TREVOR LAKE AND MIKE LAKE and GAM TRUSTEES
LIMITED (1)**

L B GROUP LIMITED (2)

LEGAL CHARGE

(by reference to separate Loan Agreement)

relating to Unit 2 Columbia, Orion Avenue, Great Blakenham, Ipswich IP6 0LW

Brethertons LLP
Solicitors, Rugby
Ref MTA/JKB/84028

We hereby certify this to be a true
copy of the original

Brethertons LLP
Brethertons LLP Rugby

08/06/2016

LAND REGISTRY

LAND REGISTRATION ACT 2002

County and District Suffolk – Mid Suffolk

Title Numbers SYK320759

Property Unit 2 Columbia, Orion Avenue, Great Blakenham, Ipswich IPS
0LW

DATED the 18 day of June 2016

BETWEEN -

1 **RICHARD FRANCIS** of 24 Canbridge Road Colchester Essex C03 3US, **TREVOR LAKE** of 11 Wentham Avenue London NW10 3HT, **MIKE LAKE** of Penny Cottage, Plummers Road, Fordham, Essex C06 3UR and **GAM TRUSTEES LIMITED** (Company Registration Number 02696375) whose registered office is situated at The Cedars, 11 High Street, Fleckney, Leicester LE8 8AJ as the trustees of The Key 800 Pension Scheme pursuant to a Trust Deed and Rules dated 6 April 2006 (**‘the Lender’**) and

(2) **LB GROUP LIMITED** (Company No 2796741) of 82 East Hill Colchester COJ 2QW (**‘the Borrower’**)

PARTICULARS AND DEFINITION

13 "the Debt" all amounts due under the Loan Agreement of even date between the Lender (1) L B Group Limited ("the Borrower") (2) and liabilities whatever whenever and however incurred whether now or in the future due or becoming due from the Borrower to the Lender and all costs charges and expenses owed to or incurred directly or indirectly by the Lender in relation to this security or in relation to the exercise of any of the powers confirmed by or the enforcement of this security on a full and unlimited indemnity basis

1 4 'the Property' the Property described above

2 LEGAL CHARGE

The Borrower with full title guarantee charges the Property by way of first legal mortgage as a continuing security for the payment and discharge of the Debt

3. PAYMENT ON DEMAND

All money secured by this deed shall be immediately payable on demand at any time. Failing the immediate payment of any money so demanded this security shall become immediately enforceable and the power of sale conferred upon mortgagees by the Law of Property Act 1925 ("the Act") shall become immediately exercisable without the restrictions contained in the Act with respect to the whole or any part of the Property as to the giving of notice or otherwise. In particular section 103 of the Act shall not apply to this security. No purchaser from the Lender shall be entitled or required to enquire or shall be affected by notice as to whether demand has or has not been made.

4 COVENANTS BY BORROWER

The Borrower covenants with the Lender -

4.1 Use of the Property

To use the Property for offices and storage only and not without the prior written consent of the Lender to grant or agree to grant any lease or tenancy or part with possession of it or part of it.

4.2 To keep in repair

To keep all buildings for the time being comprised in the Property in good and substantial repair and the Property and every part of it free from any charges by any local or public authority.

4.3 To insure

To keep the Property insured for such amount and against such risks as the Lender shall from time to time require with a reputable insurance company and to make all payments required for the above purposes as and when such payments shall become due and on demand by the Lender to deliver to the Lender the policy or policies of such insurance and the receipt for each such payment.

4.4 Lender may effect insurance in default

That if the Borrower shall fail to comply with the provisions of clause 5.3 above the Lender may effect such insurance as it thinks fit at the expense of the Borrower and any sums paid by the Lender for this purpose shall be repayable by the Borrower to the Lender on demand.

4.5 Not to alter the Property

Not to contravene any provisions of the Town and Country Planning legislation and not without the Lender's prior written consent to make any alterations to the Property or carry out any development of the Property and within seven days of receiving any order, notice or other document relating to planning or any other matter affecting or likely to affect the Lender's security forthwith to give particulars of such order, notice or other document to the Lender.

4.6 Not to become bankrupt

Not to present or suffer to be presented an application for an interim order or a petition for a bankruptcy order within the meaning of the Insolvency Act 1986 or enter into any arrangement or composition with or for the benefit of the Chargor's creditors nor to suffer any distress or execution to be levied on the Chargor's goods.

4 7 To permit inspection

To permit the Lender to enter the Property and any buildings on it and inspect the Property and buildings at any time during the daytime on giving seven days previous notice in writing (save in emergency when no such notice shall be required)

4 8 Not to sell the equity of redemption in the Property

Not to sell incumber or otherwise deal with or agree to sell incumber or otherwise deal with the equity of redemption in the Property without the prior written consent of the Lender

5 APPLICATION FOR RESTRICTION TO BE ENTERED ON THE REGISTER

The parties to this Deed now apply to the Land Registry for a restriction in the following terms to be entered on the register of the Borrower's title relating to the Property

"No disposition of the registered estate other than a Charge by the proprietor of the registered estate is to be registered without a written consent signed by the Trustees for the time being of The Key 800 Pension Scheme or their conveyancer

6 POWERS OF LENDER

The Lender shall at any time after the date of this Deed have and be entitled to exercise the power of sale and other powers conferred on mortgagees by the Law of Property Act 1925 and Sections 93 and 103 of that Act (restricting the right to consolidate mortgages and regulating the exercise of a mortgagee's power of sale respectively) shall not apply to this security or to any sale of the Property made by virtue of this security

7 LIMITATION OF LIABILITY

The liability of GAM TRUSTEES LIMITED shall not be personal but shall be limited to the extent of the assets of The Key 800 Pension Scheme, but without prejudice to the full personal joint and several liability of the other parties to the account

8 INDULGENCE

This security shall not be affected or prejudiced by the Lender -

- 8 1 holding or taking any other or further securities or guarantees,
- 8 2 varying, releasing, exchanging, enforcing or omitting or neglecting to enforce any such securities or guarantees or by varying, renewing or determining any credit, in each case to the Borrower,
- 8 3 renewing bills of exchange, promissory notes or other negotiable instruments,
- 8 4 giving time for payment or granting any other indulgence to or making any other arrangement with or accepting any composition, in each case from the Borrower, or any person or persons liable on any bills of exchange, promissory notes or other negotiable instruments or securities or guarantees held or to be held by the Lender

or by any other act or thing that apart from this provision would or might afford an equitable defence to a surety

9 LENDER'S DEALINGS WITH MONEY RECEIVED

The Lender may at any time place and keep for such time as the Lender thinks prudent any money received, recovered or realised by virtue of this security or under any other guarantee or security to the credit either of the Borrower or such other person or transaction, if any, as it thinks fit, without any intermediate obligation on its part to apply it or any part of it in or towards the discharge of the money as stated above or so as to diminish any dividend or other advantage that would or might come to the Lender or to treat the liability of the Borrower as diminished

10 DEMANDS

Any demand made by the Lender under this deed shall be in writing signed by any of its officers and may be served by leaving it at or sending it through the post in a prepaid envelope addressed to the company, firm or person on whom the demand is to be made, at the address last known to the Lender as the registered or principal office or as the case may be place of business or abode of the company, firm or person. A demand so served shall be effective, notwithstanding that it may later be returned undelivered, at the time it was so left or as the case may be at the expiry of 48 hours after it was posted excluding Saturdays, Sundays and Bank or Public Holidays


IN WITNESS whereof the Borrower and the Lender have signed and delivered this Legal Charge as a Deed the day and year first before written

EXECUTED as a deed by

L B GROUP LIMITED

acting by two Directors or one Director

and the Company Secretary

.....

Director

.....

Director/Company Secretary

SIGNED as a DEED by
RICHARD FRANCIS

in the presence of:-

Name:


.....

PAUL MUSTOE

Signature:



Address:

17 ELM TREE LANE
LEAMINGTON BATH SUFFOLK COB4UL

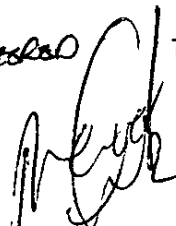
Occupation

~~CHARACTERED~~ TAX ADVISER

SIGNED as a DEED by
TREVOR LAKE

in the presence of:-

Name:


.....

PAUL MUSTOE

Signature:



Address:

17 ELM TREE LANE
LEAMINGTON BATH SUFFOLK COB4UL

Occupation

~~CHARACTERED~~ TAX ADVISER

SIGNED as a DEED by
MICHAEL LAKE

in the presence of:-

Name:


.....

JULIAN EWELL

Signature:



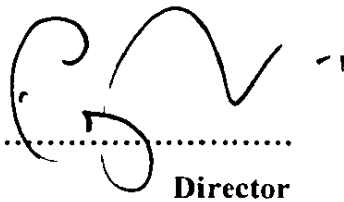
Address:

82 SAT HILL COLCHESTER

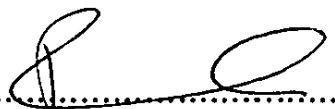
Occupation

PRACTICE MANAGER

**EXECUTED as a deed by
GAM TRUSTEES LIMITED
acting by two Directors or one Director
and the Company Secretary**



.....
Director



.....
Director/~~Company Secretary~~