

MR01

Particulars of a charge

SATURDAY



RCS *R2CZ2D1M* #122
20/07/2013
COMPANIES HOUSE



Companies House

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 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 02879139
Company name in full BATH Grounds RENT ESTATE LIMITED

5 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 d1 d6 m0 m7 y2 y0 y1 y3

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 GORDON BLOOR

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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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

ALL FREIGHT OR LEASEHOLD
PROPERTY NOW OR AT ANY TIME
DURING THE CONTINUANCE OF THIS
SECURITY BELONGING TO THE COMPANY

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 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

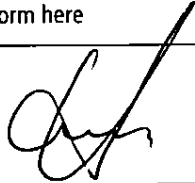
Signature

Please sign the form here

Signature

Signature

X



P J McCloy
Solicitor for
The Charges

X

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	P J McCloy
Company name	McCloy Legal
Address	
Post town	
County/Region	
Postcode	
Country	
DX	DX P2652 BRADFORD ON AVE
Telephone	



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. 2879139

Charge code: 0287 9139 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th July 2013 and created by BATH GROUND RENT ESTATE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2013.

DX

Given at Companies House, Cardiff on 23rd July 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 16th July 2013

BATH GROUND RENT ESTATE LIMITED

and

GORDON BLOOR

DEBENTURE

MCCloy Legal

Solicitors

4 The Shambles
Bradford on Avon
Wiltshire BA15 1JS

Tel: (01225) 866563
Fax: (01225) 867789
DX: 82652 Bradford on Avon

Ref: PJM/9987

WE CERTIFY THIS TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
MCCloy Legal 19/7/13
MCCLOY LEGAL
SOLICITORS
BA15 1JS UK
www.mccloylegal.com

THIS DEBENTURE is made the 16th day of July 2013

BETWEEN

- (1) BATH GROUND RENT ESTATE LIMITED (registered in England No. 02879139) whose registered office is at 4 The Shambles Bradford on Avon Wiltshire BA15 1JS ("the Company") and
- (2) GORDON BLOOR of Valley Spring Southstoke Road Bath BA2 5SP ("the Lender") (which expression shall include the Lenders successors and assigns)

1. LIABILITIES SECURED BY DEBENTURE

This Debenture shall be a continuing security to the Lender for the payment or discharge on demand of the following (whether any such liability shall be the sole liability of the Company or shall be a joint liability with any person firm or company) that is to say all present or future indebtedness of the Company to the Lender whatsoever and whether actual or contingent (including liabilities assumed by the Lender as surety or guarantor) 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 enforcement hereof or in relation to any such indebtedness or liabilities on a full and unlimited indemnity basis together in each such case with interest if demanded by the Lender:-

- 1.1 Payable at the higher of 7.25% and HSBC Bank Plc's base rate from time to time plus 4%
- 1.2 Calculated on a daily basis and payable by the Company in arrears on 6th April in each year
- 1.3 If the Company fails to pay any sum due to the Lender on the due date then at the rate of HSBC Bank Plc's base rate from time to time plus 8% accruing on a daily basis and compounded quarterly

2. PROPERTY AND ASSETS CHARGED BY DEBENTURE

The Company with full title guarantee and to the intent that the security created by this Debenture shall rank as a continuing security for all the liabilities described in clause 1 above:-

- 2.1 Charges by way of fixed equitable charge all estates or interests in any freehold or leasehold property now or at any time during the continuance of the security belonging to the Company
- 2.2 Charges by way of fixed charge all stocks shares or other securities now or at any time during the continuance of the security belonging to the Company in any of its subsidiary companies including without limitation its shareholding in Fiscal Properties (Somerset) Limited and Fiscal Investments Limited
- 2.3 Charges by way of fixed legal charge its goodwill
- 2.4 Charges by way of fixed charge all book and other debts now or at any time during the continuance of the security due or owing to the Company and
- 2.5 Charges by way of floating security its undertaking and all its other property assets and rights whatsoever and wheresoever situate present and future (including its uncalled capital)

The undertaking and all property assets and rights of the Company charged by or pursuant to any provision of this Debenture are referred to below as "the Charged Property"

3. CONVERSION OF FLOATING CHARGE INTO SPECIFIC CHARGE

The Lender may at any time by notice in writing to the Company convert the floating charge into a specific charge with reference to any assets specified in such notice and by way of further assurance of such specific charge the Company will

promptly execute over such assets a fixed charge in favour of the Lender in such form as the Lender shall require

4. COVENANTS BY COMPANY

4.1 *Provide information relating to its affairs;*

From time to time as required by the Lender to give to the Lender or to any accountant to be nominated by the Lender or any receiver appointed by the Lender such information relating to the business and affairs of the Company and its subsidiary companies and its or their property assets and liabilities as the Lender may require and to permit such inspection of the books of account and other books and documents of the Company and its subsidiary companies as may be necessary for the purpose of verification of such information and in particular (but without prejudice to the generality of the above) to send to the Lender a copy of its Directors report and audited accounts and those of each of its subsidiaries at the same time as they are issued to the shareholders entitled to them

4.2 *Company's obligations;*

4.2.1 Not without the previous consent in writing of the Lender (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent):

4.2.1.1 To sell mortgage or otherwise deal with its book or other debts or securities for money otherwise than for the purpose of getting in and realising them in the ordinary course of and for the purposes of carrying on its trading business (which expression shall not include the selling factoring or discounting by the Company of its book debts)

4.2.1.2 To sell the whole or except in the ordinary course of and for the purposes of carrying on its trading business any other part of the Charged Property

4.2.2 If called upon to do so by notice in writing from the Lender to execute a legal assignment in favour of the Lender of all or any of its book debts and other debts as specified in such notice

4.3 *Exceptional or unusual expenditure*

Not without the previous consent in writing of the Lender (and then only to the extent that such consent permits in accordance with any conditions attached to such consent) to make or incur any expenditure or liabilities of any exceptional or unusual nature

4.4 *Observe covenants in leases;*

To observe the rents reserved and to observe and perform all the covenants on the part of the lessee contained in the respective leases under which any leasehold properties for the time being comprised in the Charged Property are held

4.5 *Insurance provisions,*

To comply with the insurance provisions contained in paragraph 10.3 of the Facility Letter as if they were set out in full in this Deed

4.6 *Application for insurance money;*

To hold all monies received on any insurance whatsoever in respect of loss or damage to the Charged Property whether pursuant to the covenant contained in clause 4.5 above or otherwise on trust for the Company to be applied in making good the loss or damage in respect of which the money is received or in or towards discharge of the sums for the time being owing under this Debenture as the Company may in its absolute discretion require

4.7 *Creation of other charges etc;*

Not without the previous consent in writing of the Lender (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent) to create or attempt to create any mortgage pledge charge (whether fixed or floating) or other encumbrance on or over the whole or any part of the Charged Property or permit any lien to arise on or to affect any part and nor (save as mentioned above) to increase or extend any liability of the Company secured on any of the above forms of security

4.8 *Perfection of Debenture;*

To execute and do all such assurances and things as the Lender may reasonably require for perfecting the security constituted by this Debenture and after the monies secured by it shall have become payable for facilitating the realisation of the Charged Property or any part of it and for exercising all powers authorities and discretions conferred by this Debenture upon the Lender or any receiver appointed by the Lender

4.9 *Restriction on leasing and accepting surrenders;*

Not to exercise any of the powers of leasing or of accepting surrenders of leases conferred by Sections 99 and 100 of the Law of Property Act 1925 ("the Act" which expression shall include any re-enactment or amendment of the Act) or by common law or by any lease or tenancy agreement or reduce any sum payable under them and the Lender shall be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases without restriction

5. MONEY DUE ON DEMAND

Section 103 of the Act shall not apply and all monies secured shall be immediately payable on demand at any time or times and failing payment immediately of any monies so demanded this security shall become immediately enforceable and the power of sale conferred upon mortgagees by the Act immediately exercisable without the restriction contained in the Act as to the giving of notice or otherwise.

All such monies shall also become immediately payable without any demand and this security shall become immediately enforceable and such powers shall be exercisable without any such restrictions in any of the following events:

- 5.1 If a petition is presented in any Court or a meeting is convened for the purpose of considering a resolution for the winding-up of the Company (except in the case of a re-construction or amalgamation which has the prior written approval of the Lender under which the new or amalgamating company assumes liability under this Debenture and provides security for it in a form and amount approved by the Lender); or
- 5.2 If a Receiver is appointed of the whole or any part of the Charged Property or an encumbrancer takes possession of or exercises or attempts to exercise any power of sale in relation to the Charged Property or any part of it, or
- 5.3 If a judgment or order of any court is made against the Company for payment of any sum of money exceeding Seven hundred and fifty pounds and is not complied with within fourteen days or if a Writ of Execution is issued against or a distress execution or sequestration is levied or enforced upon or sued out against any of the property or the Company; or
- 5.4 If the Company stops payment or ceases or threatens to cease to carry on its business or substantially the whole of its business; or

5.5 If the Company shall fail to observe or commit a breach of any of the covenants and undertakings on its part herein contained; or

5.6 If the Company shall fail to observe or perform or shall commit any breach of any of the covenants undertakings and conditions or provisions of this Debenture and if capable of remedy shall not remedy such breach immediately after notice by the Lender to do so

6. APPOINTMENT OF RECEIVER AND POWERS

At any time after this security shall become enforceable or at the request of the Company the Lender may by writing under the hand of the Lender or his duly authorised agent appoint any person to be a receiver of all or any part of the Charged Property and none of the restrictions imposed by the Act in relation to the appointment of receivers or to the giving of notice or otherwise shall apply. The Lender may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver and may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any receiver so appointed. In this Debenture any reference to a receiver shall be deemed to include a reference to a receiver and manager. Any receiver so appointed shall be the agent of the Company for all purposes and the Company shall be solely responsible for his acts or defaults and for his remuneration and any receiver so appointed shall have power whether immediately or at any later time in addition to any powers conferred upon a receiver by statute or by common law:

6.1 *To take possession;*

To take possession of and get in all or any part of the Charged Property and for that purpose to take any proceedings in the name of the Company or

otherwise

6.2 *To carry on Company's business;*

To manage or carry on or concur in carrying on the business of the Company as he may think fit and for that purpose to raise or borrow money to rank for payment in priority to this security and with or without a charge on the Charged Property or any part of it

6.3 *To sell property etc;*

To sell (whether by public auction or private contract or otherwise) lease or vary or surrender leases or accept surrenders of leases of or concur in selling leasing varying or surrendering leases or accepting surrenders of leases of all or any part of the Charged Property on such terms and for such consideration (including consideration consisting wholly or partly of shares or securities or any other company) as he may think fit

6.4 *To settle disputes etc;*

To settle arrange compromise and submit to arbitration any accounts claims questions or disputes whatsoever which may arise in connection with the business of the Company or the Charged Property or in any way relation to this security to bring take defend compromise submit to arbitration and discontinue any actions suits or proceedings whatsoever whether civil or criminal in relation to the above matters to disclaim abandon or disregard all or any of the outstanding contracts of the Company and to allow time for payment of any debts either with or without security

6.5 *To give receipts;*

To give valid receipts for all money and execute all assurances and things which may be proper or desirable for realising the Charged Property

6.6 *To make calls on members;*

To make call conditionally or unconditionally on the members of the Company in respect of its uncalled capital with such and the same powers for that purpose of enforcing payment of any calls to be made as are by the Articles of Association of the Company conferred upon the directors of the Company in respect of calls authorised to be made by them and in the names of the directors or in that of the Company or otherwise and to the exclusion of the directors powers in that behalf

6.7 *To make arrangements and compromise;*

To make arrangements or compromise which he shall think fit and expedient in the interests of the Lender

6.8 *To realise property;*

To do all such other acts and things as he may consider necessary or desirable in his absolute discretion for the realisation of any of the Charged Property and

6.9 *To use the name of the Company;*

Generally to use the name of the Company in the exercise of all or any of the powers conferred by this Debenture

6 10 *Severance of plant and machinery*

In the exercise of the powers conferred by this Debenture to sever and sell plan and machinery and other fixtures separately from the property to which they may have been annexed

PROVIDED ALWAYS that any such Receiver in the exercise of his powers authority and discretion from time to time given and made by the Lender shall not be responsible nor shall the Lender be responsible for any loss occasioned as a result. No purchaser mortgagor mortgagee or any person or company dealing with a

Receiver appointed by the Lender shall be concerned to enquire whether any power exercised or purported to be exercised by him has become exercisable or whether any money is due on the security of this Debenture or as to the propriety or regularity of any sale by or any dealing with such Receiver but any such sale or dealings shall be deemed to be within the powers conferred by this Debenture and to be valid and effectual accordingly

7. APPLICATION OF MONEY IN RECEIVER'S HANDS

All money received by any Receiver shall be applied by him in the following order:-

- 7.1 In payment of the costs charges and expenses of and incidental to the appointment of the Receiver and to the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts)
- 7.2 In payment to the Receiver of such remuneration as may be agreed between him and the Lender at or at any time and from time to time after his appointment
- 7.3 In or towards satisfaction of the amount owing on the security and the surplus (if any) shall be paid to the Company or other persons entitled to it

8. POWERS CONFERRED BY THE LAW OF PROPERTY ACT 1925

The powers conferred on mortgagees or receivers by the Act shall apply to any Receiver appointed under this Debenture as if such powers were incorporated in this Debenture except insofar as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the Act and those contained in this Debenture the terms of this Debenture shall prevail

9. APPOINTMENT OF ATTORNEY

The Company irrevocably and by way of security appoints the Lender and any person nominated in writing under the hand of the Lender including every Receiver appointed under this Debenture as Attorney of the Company for the Company and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect and do any deed assurance agreement instrument act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this Debenture or which may be required or deemed proper for any of the purposes of this Debenture

10. INDEMNITY FOR RECEIVER

The Lender and every receiver attorney manager agent or other person appointed by the Lender under this Debenture shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers authorities or discretions vested in them or him under this Debenture and against all actions proceedings costs claims and demands in respect of any matter or thing done or omitted relating to the Charged Property and the Lender and any such receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred under this Debenture

11. COMPLIANCE WITH MEMORANDUM AND ARTICLES OF ASSOCIATION

It is certified that neither the execution of this Debenture nor the creation of any security under it or pursuant to it does or will contravene any of the provisions of

the Memorandum or Articles of Association of the Company

12. EFFECT OF DELAY OR OMISSION BY LENDER


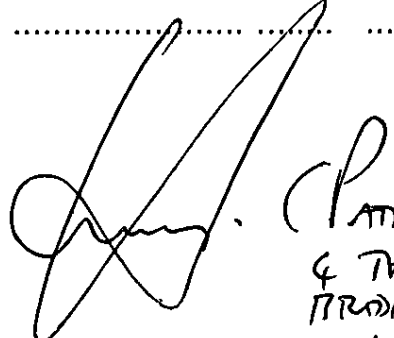
No delay or omission of the Lender in exercising any right power or privilege under this Debenture shall impair such right power or privilege or be construed as a waiver of such right power or privilege nor shall any single or partial exercise of any such right power or privilege preclude any further exercise of them or the exercise of any other right power or privilege. The rights and remedies of the Lender provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law

13. WAIVER OF TERMS AND CONDITIONS

The Lender may from time to time and at any time waive or authorise on such terms and conditions (if any) as shall seem expedient to the Lender any breach or proposed breach by the Lender of any of the covenants conditions provisions or obligations contained in this Debenture without prejudice to the rights of the Lender in respect of any subsequent breach of them

IN WITNESS whereof this Debenture has been executed by the Company the day and year first before written

Executed as a deed by BATH GROUND
RENT ESTATE LIMITED)
by the signature of Gordon)
Wooke being a Director)
and a person authorised to sign)
documents on behalf of the Company)
in the presence of.)


.....

(Patricia McCloy)
& THE ST MARYS
PROVIDOR AND AN
LTD PAISLEY
Sunderland