



Registration of a Charge

Company Name: **OPEC LIMITED**

Company Number: **03109614**



Received for filing in Electronic Format on the: **24/11/2021**

XAHWYT6B

Details of Charge

Date of creation: **22/11/2021**

Charge code: **0310 9614 0003**

Persons entitled: **YORKSHIRE BUILDING SOCIETY**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 14 HARLOW MOOR DRIVE
HARROGATE HG2 0JX**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **LESTER ALDRIDGE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3109614

Charge code: 0310 9614 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd November 2021 and created by OPEC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th November 2021 .

Given at Companies House, Cardiff on 25th November 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



MORTGAGE DEED (NON CHARITIES)

WE, SOCIETY	Yorkshire Building Society
PRINCIPAL OFFICE	Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ
DATE	The 22 nd day of November 2021
PROPERTY	The Freehold property known as 14 Harlow Moor Drive Harrogate HG2 0JX
Title Number	NYK3974
THE BORROWER	Opec Limited of Unit 2a Follifoot Ridge Business Park Harrogate HG3 1DP (Company No. 03109614)

Form of charge filed at the Land Registry under reference MD1427J

1. **THIS DEED** incorporates the Yorkshire Building Society Commercial Offer and Loan Conditions 2019 and Commercial Mortgage Conditions 2019 (as such conditions are set out in the Offer and Mortgage Conditions Booklet) (the "Conditions")
2. **THE BORROWER** covenants with the Society to pay and discharge on demand all monies and liabilities now, or at any time after the date of this Deed due owing or incurred by the Borrower to the Society whatsoever (in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety,) together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Society (the "Secured Liabilities").
3. As a continuing security for the payment or discharge on demand of the Secured Liabilities, the Borrower with full title guarantee:
 - 3.1 **charges** to the Society by way of first legal mortgage the Property together with all buildings, erections, fixtures, fittings and fixed plant and machinery and materials for the time being on the Property or to be erected on it or fixed to or incorporated in all buildings erected or to be erected on the Property and all improvements and additions to it.
 - 3.2 **assigns** to the Society the goodwill of the business carried on upon the Property ("the Business").
 - 3.3 **assigns** to the Society all Rental Income, and all other sums, payable under any Occupational Lease.
 - 3.4 **assigns** to the Society the full benefit of all Licences held in connection with the Business and also full right to recover and receive all compensation which may at the time become payable to the Borrower by virtue of the Licensing Act 2003 on account of non-renewal of any of the said licences under the provisions of the Licensing Act 2003 and the full benefit of all other Authorisations held in connection with the Business and all compensation which may become payable in respect of non-renewal of the same.
 - 3.5 **assigns** (so far as they are able) to the Society all the Borrower's right title interest and benefit present and future in to and under:
 - a) any covenants agreements rights securities obligations and indemnities in any way relating to the Property;
 - b) any share or membership rights in any management company relating to the Property;
 - c) the right to receive any amounts however arising paid or payable in relation to the Property or any damage or injury to it whether under statute or otherwise; and
 - d) the right to receive compensation under any statute by reason of any compulsory acquisition requisitioning or other exercise of compulsory powers in relation to the Property or any refusal, withdrawal or modification of planning permission relating to the Property or any control or limitation imposed upon or affecting the user of the same and if the Borrower receives any such amount the Borrower shall hold it in trust for the Society.
4. **THE mortgage** created by this Deed secures further advances but does not oblige the Society to make any further advances.
5. **THE Borrower** covenants with the Society to observe and perform the obligations and covenants of the Borrower as set out in the Conditions and if and so long as the Borrower is a member of the Society to observe the Rules of the Society so far as they are not inconsistent with or varied by the Conditions or this Deed.

6. 6.1 THE Borrower shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Society may reasonably specify (and in such form as the Society may reasonably require) in favour of the Society or its nominee(s):

- a) to create perfect, protect and maintain the security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Society provided by or pursuant to the Deed or by law; and/or
- b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by or under this Deed.

6.2 The Borrower shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Society by or pursuant to this Deed.

6.3 Any document required to be executed by the Borrower under this clause 6 will be prepared at the cost of the Borrower.

7. THE Borrower and the Society apply to the Land Registry for a restriction to be entered on the register of title to the Property as follows:

"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 _____ in favour of Yorkshire Building Society referred to in the Charges Register.

8. THIS Deed is governed by English Law. The Borrower irrevocably agrees to accept the non-exclusive jurisdiction of the English Courts.

EXECUTED as a Deed by the Borrower and delivered on the date of this Deed

EXECUTED as a Deed by

OPEC

LIMITED

acting by 2 Officers:

Director

Signature

Print Name

Louy McCall

Director

Signature

Print Name

JAMES JESLEY

SIGNED as a Deed by the Borrower in the presence of the witness

SIGNED as a Deed by the said

JAMES JUSLEY

SIGNED as a Deed by the said

LOU MCALL

In the presence of:

Witness:

(SIGNATURE)

In the presence of:

Witness:

(SIGNATURE)

Witness:

(PRINT NAME)

LAURA DUGDALE

Witness:

(PRINT NAME)

LAURA DUGDALE

Address:

(BLOCK CAPITALS)

Address:

(BLOCK CAPITALS)

SIGNED as a Deed by the said

SIGNED as a Deed by the said

In the presence of:

Witness:

(SIGNATURE)

In the presence of:

Witness:

(SIGNATURE)

Witness:

(PRINT NAME)

Witness:

(PRINT NAME)

Address:

(BLOCK CAPITALS)

Address:

(BLOCK CAPITALS)

OR

EXECUTED as a Deed by

OP&C

LIMITED

acting by

[Redacted Signature]

Director Signature

Loy McCall

Director Print Name

in the presence of

[Redacted Signature]

Witness Signature

LAURA DUGDALE

Witness Print Name

[Redacted Address]

Witness Address (BLOCK CAPITALS)

OR

EXECUTED as a Deed by _____

LIMITED

acting by

Director Signature

Director Print Name

in the presence of

Witness Signature

Witness Print Name

Witness Address (BLOCK CAPITALS)