

MR01

Particulars of a charge

849 26/13

Oyez

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
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 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 must be scanned and placed on the public record. **Do not send the original.**



A15

A4MLCENT

19/12/2015

#136

1 Company details

Company number 04587585

Company name in full LAZERPOINT LIMITED

3 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 18/12/2015

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 KEITH VINCENT EMERY

Name NINA EMERY

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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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

92 ST JOHNS STREET, BRIDGWATER, TA6 5HY

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

☐ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ 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

☐

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 Ruthorfs . 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
DANIELLA TARBUCK

Company name
RUTHERFORDS LLP

Address
7/9 LADY BANK, TAMWORTH,
STAFFORDSHIRE

Post town

County/Region

Postcode
B 7 9 7 N B

Country
UNITED KINGDOM

DX
12654 TAMWORTH

Telephone
01827 311411



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: 4587585

Charge code: 0458 7585 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2015 and created by LAZERPOINT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2015.

Op

Given at Companies House, Cardiff on 30th December 2015



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 ST239230
2	92 ST JOHNS STREET, BRIDGWATER, TA6 5HY
3	Date 18 DECEMBER 2015
4	Borrower LAZERPOINT LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 04587585 <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 KEITH VINCENT EMERY & NINA EMERY <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 Jersey (b) Registered number in England and Wales including any prefix
6	Lender intended address(es) for service for entry in the register 101 Norton Park, Norton, Dartmouth, Devon, TQ6 0NH

Examined against the original
and found to be a true copy
RUTHERFORDS SOLICITORS ✓
6/9 LADYBANK TAMWORTH
STAFFORDSHIRE B79 7NB
Rutherford

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	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of a legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate</p> <p>No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietors for the time being of the charge dated the <u>18</u> day of <u>December</u> 2015 in favour of Keith Vincent Emery and Nina Emery referred to in the Charges Register or their conveyancer</p>
9	<p>Additional provisions</p> <p>9.1 DEFINITIONS</p> <p>9.1.1 In this Charge, except so far as the context otherwise requires</p> <p>"Act" means the Law of Properties Act 1925</p> <p>"Business Day" means any day except a Saturday or Sunday or a Bank Holiday in England and Wales</p> <p>"Insolvency Act" means the Insolvency Act 1986</p> <p>"Interest" means twelve monthly installments of £2,000 payable on the 28th day of each month thereafter until the end of the Term and Default Interest shall mean the sum of £1,000.00 per calendar month if any amount of the Secured Amounts or Interest are outstanding at the end of the Term and are late for payment, time being of the essence (the "Default Interest") The Default Interest shall be calculated and payable monthly in arrears until the amount under this Charge has been repaid in full</p> <p>"Powers" in relation to the Lender and the Receiver, means their respective powers, discretions and rights under this Charge, or the general law, or the Act, or the Insolvency Act</p> <p>"Property" means the property set out in panel 2 of this Transfer</p> <p>"the Receiver" means the receiver, manager or administrative receiver appointed by the Lender under or by virtue of this Charge and includes more than one such Receiver</p> <p>"Secured Amounts" means the sum of £100,000 (One hundred thousand pounds) plus the Interest of £24,000 plus charges and</p>

costs, together with the Default Interest (if any) which shall be payable until the monies under this Charge have been repaid in full and together with all monies and liabilities, whether actual or contingent, now or hereafter, due, owing or incurred to the Lender by the Borrower, in whatever currency denominated in any matter whatsoever

"Security Interest" means any mortgage, lien, pledge, charge or other security interest whatsoever, howsoever created or arising

"Term" shall mean 12 (twelve) calendar months from the 28th day of October 2015

9 1 2 References to the Lender and to the Borrower include references to the persons deriving title under them respectively

9 1 3 Any reference to an enactment is a reference to it as amended, or as re-enacted with or without modification

9.2 COVENANT TO PAY

The Borrower covenants with the Lender on demand to pay to the Lender the Secured Amounts

9.3 CONTINUING SECURITY

This Charge is made for securing the Secured Amounts and shall be a continuing security to the Lender, notwithstanding any settlement on account or other matter or thing whatsoever

9.4. COVENANTS

The Borrower further covenants with the Lender as follows

9 4 1 to keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition, and

9 4 2 to ensure the Property is kept insured for such amount or amounts to cover the rebuilding or reinstatement costs of the Property

9 4 3 The Borrower will not

9 4 3 1 without the previous consent in writing of the Lender enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part

9 4 3 2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it

9 4 3 3 without the previous consent in writing of the Lender cause or allow any person to be registered under the Land Registration Act 2002 as proprietor of the Property

9 4 3 3 without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security

9 5. POWER OF SALE

9 5 1 The Secured Amounts shall become due for the purposes of Section 101 of the Act, but for no other purpose, and the statutory power of sale and other powers of enforcement shall arise immediately after execution of this Charge,

9 5 2 Section 103 of the Act shall not apply, and all moneys hereby secured shall be immediately payable without any demand, and this security shall become immediately enforceable, and the powers of the Lender and the Receiver exercisable in any of the following events -

9 5 2 1 if the Borrower fails to pay the Secured Amounts when they fall due, or

9 5 2 2 if the Borrower shall fail to observe or perform, or shall commit any breach of any of the covenants, undertakings and conditions or provisions contained in this Charge, or

9 5 2 3 if a receiver be appointed of the whole or any part of the Property, or an encumbrancer takes possession of or any person, exercises or attempts to exercise any power of sale in relation to the Property, or

9 5 2 4 if the Borrower is an individual and a petition be presented for the bankruptcy of the Borrower, and/or a bankruptcy order is made against the Borrower, or

9 5 2 5 if the Borrower is an individual and an interim order is made for an Individual Voluntary Arrangement under Section 252 of the Insolvency Act in respect of the Borrower

9 5 3 The power of sale and the other powers conferred by the Act or otherwise are hereby extended and varied to authorise the Lender, at its absolute discretion, to do all or any of the things or exercise all or any of the powers which the Lender may think fit

9 5 4 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise

9 5 5 The powers referred to in or granted or varied or extended by this clause 9 5 shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise

9.6. APPOINT RECEIVER

9 6 1 At any time after the Lender power of sale has become exercisable, or if it is requested to do so by the Borrower, the Lender may, in writing, appoint one or more than one receiver of the 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. If more than one Receiver is appointed, the Receiver may act jointly or jointly and severally

9 6 2 The Receiver shall, so far as the law permits, be the agent of the Borrower, and the Borrower alone shall be responsible for his acts and defaults, and liable on any contracts or engagements made or entered into by him, and the Lender shall be in no way responsible for any misconduct, negligence or default of his

9 6 3 The powers of the Receiver shall continue in full force and effect, notwithstanding the liquidation or bankruptcy of the Borrower

9 6 4 The remuneration of the Receiver may be fixed by the Lender, but shall be payable by the Borrower alone, and the amount of such remuneration shall form part of the Secured Amounts and accordingly be secured

9 6 5 Without limitation, the Receiver has power, on behalf and at the cost of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to the Property, and in particular (but without limitation) any Receiver shall have full power at his absolute discretion -

9 6 5 1 to take possession of the Property, and for that purpose, to take any proceedings in the name of the Borrower or otherwise,

9 6 5 2 to sell (whether by public auction or private contract or otherwise), or otherwise dispose of, or in any way whatsoever, deal with all or any part of the Property for such consideration (if any), and upon such terms as he may deem fit,

9 6 6 The net proceeds arising from the exercise of the powers of the Receiver shall, subject to any claims ranking in priority to the Secured Amounts, be applied in or towards discharging in the following order of priority -

9 6 7 1 the amount of all costs, charges and expenses incurred, and payments made by the Receiver in connection with or as a result of the exercise of his powers, and the costs, charges and expenses of and incidental to his appointment,

9 6 7 2 the remuneration of the Receiver,

9 6 7 3 all other the Secured Amount in such order as the Lender may determine, and

9 6 7 4 the claims of those entitled to any surplus

9.7 PRIOR CHARGE

The Lender may, at any time, redeem any security having priority to this Charge, or procure the transfer thereof to the Lender, and may settle the accounts of the prior encumbrancer. Any accounts so settled shall be conclusive and binding on the Borrower. The Borrower shall, on demand, pay to the Bank all principal moneys, interest, costs, charges, losses, liabilities and expenses of and incidental to such redemption or transfer

9.8 INDULGENCE AND WAIVER

The Lender may at any time or times without discharging or

diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower, or to any other person, time or 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

9.9 ENFORCEABILITY

Each of the provisions of this mortgage 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

9.10 POWERS

In connection with the exercise of any of his powers, the Receiver shall have power to execute or do, or cause to be executed or done, on behalf of or in the name of the Borrower, or in the name of the Receiver, or otherwise as he may deem fit, all documents, acts or things which he may consider appropriate

9.11 NOTICE

Any notice or demand by the Lender hereunder shall, without prejudice to any other effective mode of making the same, be deemed to have been properly served on the Borrower if delivered or sent by first class letter post to the address set out herein, notwithstanding that it be undelivered or returned undelivered, and in proving such service, it shall be sufficient to prove that the notice or demand was properly addressed and posted Any such notice or demand, or any certificate as to the amount at any time secured hereby, shall be conclusive and binding upon the Borrower if signed by an officer of the Lender

9.12 LAW

This Charge is governed by English law The parties submit to the jurisdiction of the English courts

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 and DELIVERED as a Deed
by LAZERPOINT LIMITED
as the Borrower
in the presence of -



Name of Witness
Signature of Witness
Address

STEPHANIE LAWRENCE

Occupation

22 METHUEN DRIVE
SALISBURY SP12QH
EXECUTIVE PERSONAL
ASSISTANT

SIGNED and DELIVERED as a Deed
by the said **KEITH VINCENT EMERY**
as the Lender
in the presence of -



Name of Witness
Signature of Witness
Address

TESSA SANDERS-BARWICK
T. Sanders-Barwick
86 A SOVE TOWN
DARTMOUTH TQ6 0NH
graphic designer

SIGNED and DELIVERED as a Deed
by the said **NINA EMERY**
as the Lender
in the presence of -



Name of Witness
Signature of Witness
Address

TESSA SANDERS-BARWICK
T. Sanders-Barwick
86 A SOVE TOWN
DARTMOUTH TQ6 0NH
graphic designer

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.

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**Examined against the original
and found to be a true copy
RUTHERFORDS SOLICITORS
6/9 LADYEMME TAMWORTH
STAFFORDSHIRE B79 7NB
Rutherford's.**