

# MR01

## Particulars of a charge

005422/13



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](http://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 for**

You may not use  
this form to register a charge  
created or evidenced by an  
instrument. Use form MR02

For information, please

[gov.uk](http://www.companieshouse.gov.uk)



03/03/2014

COMPANIES HOUSE

#57

This form **must be delivered to the Registrar for registration**

**21 days** beginning with the day after the date of creation of the charge.

If the form is 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 0 5 1 1 4 4 8 0 ✓

Company name in full The Abbott Partnership Limited ✓

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 2 0 0 2 2 0 1 4 ✓

### 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 Dr Robin John Marriott ✓

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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<b>4</b>	<b>Description</b>	
Description	<p>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</p> <p>(1) The freehold property known as land at 42 Wallingford Road, Cholsey, Wallingford, Oxfordshire, which property is registered with Absolute Title at HM Land Registry under title number ON295471 ✓</p> <p>(2) The freehold property known as land forming part of 42 Wallingford Road, Cholsey, Wallingford, Oxfordshire, which property is registered with Absolute Title at HM Land Registry under title number BK64970 and being the land comprised in two transfers dated 4 October 2013 and made between (1) Simon Alexander Queenborough and Benjamin Oliver Queenborough and (2) The Abbott Partnership Limited ✓</p>	<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>
<b>5</b>	<b>Fixed charge or fixed security</b>	
	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
<b>6</b>	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
<b>7</b>	<b>Negative Pledge</b>	
	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

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**Trustee statement<sup>1</sup>**

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

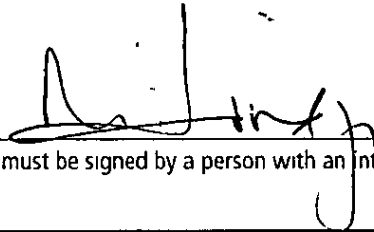
**Signature**

Please sign the form here

Signature

Signature

X



X

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

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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  
Michael Loveridge

Company name  
Michael A Loveridge LL B

Solicitor

Address  
40 Well Terrace

Post town  
Clitheroe

County/Region  
Lancs

Postcode  
B B 7 2 A D

Country  
UK

DX

Telephone  
01200 442600



**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 NR Belfast 1



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5114480

Charge code: 0511 4480 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th February 2014 and created by THE ABBOTT PARTNERSHIP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2014

Given at Companies House, Cardiff on 5th March 2014



**Companies House**



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

THIS LEGAL CHARGE is made the 20<sup>th</sup> day of February 2014 BETWEEN

- (1) **THE ABBOTT PARTNERSHIP LIMITED** (Company registration #05114480) whose registered office is c/o Villars Hayward, Boston House, 2a Boston Road, Henley-on-Thames, Oxfordshire RG9 1DY ('the Borrower') and
- (2) **ROBIN JOHN MARRIOTT** of 30 Oxford Road, Dorchester-on-Thames, Wallingford, Oxfordshire OX10 7LX ('the Lender')

#### RECITALS

- (1) The Borrower is registered at HM Land Registry as proprietor with title absolute of the property described in the Schedule to this deed free from incumbrances.
- (2) The Lender has agreed to make to the Borrower the Present Advance and also from time to time to advance to him the Further Advances on having repayment of all such advances with interest secured in the manner and on the terms set out below.

NOW THIS DEED WITNESSES as follows:

I certify this to be a true  
copy of the original document

.....  
**Michael A. Loveridge LLB**  
Solicitor, Clitheroe, Lancs.

#### 1 Definitions

In this legal charge:

- 1.1 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.2 "Insolvency Event" means in relation to the Borrower, any of the events referred to in paragraphs (a) to (f) of clause 3.1.
- 1.3 "Loan" means the loan to be made under this deed or the aggregate principal amount outstanding of the Present Advance and any Further Advances;
- 1.4 "Secured Liabilities" means all obligations and liabilities of the Borrower owed or expressed to be owed to the Lender under or in connection with this deed whether owed jointly or severally, as principal or surety or in any other capacity;
- 1.5 'Security' means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;
- 1.6 'the Further Advances' means any sums, not exceeding in the aggregate (exclusive of the Present Advance) £100,000.00 (one hundred thousand pounds) (each such advance being a "Further Advance"),
- 1.7 'the Interest Rate' means 10% a year;

1.8 'the Present Advance' means £100,000.00 (one hundred thousand pounds);

1.9 'the Principal' means the Present Advance and the Further Advances;

1.10 'the Property' means the property specified in the schedule below; and

1.11 'the Redemption Date' means the 31st day of January 2015.

## **2 Purpose**

The Borrower shall use the Loan for the purpose of funding property development but the Lender shall not be obliged to concern himself with the application of the Loan.

## **3 Payment of principal, interest and costs**

In consideration of the Present Advance now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) and of the covenant by the Lender contained in clause 4 the Borrower covenants with the Lender as set out below.

### **3.1 Principal**

The Borrower covenants with the Lender to pay the Present Advance to the Lender together with the Further Advances (such sums being collectively referred to as 'the Principal') on the Redemption Date or immediately on demand if:

- (a) a meeting of creditors of the Borrower is held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) is proposed by or in relation to that person;
- (b) a chargeholder, receiver, administrative receiver or other similar person takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) on the whole or a material part of the assets of the Borrower;
- (c) the Borrower ceases to carry on business or is deemed to be unable to pay its debts within the meaning of section 123 Insolvency Act 1986;
- (d) the Borrower or its directors or the holder of a qualifying floating charge or any of its creditors gives notice of their intention to appoint, appoints or makes an application to the court for the appointment of, an administrator;
- (e) a petition is advertised or a resolution is passed or an order is made for the administration or the winding-up or dissolution of the Borrower;
- (f) any event analogous to any of the above happens to the Borrower in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets;
- (g) the Borrower does not pay on the due date any amount payable under this deed at the place and in the currency in which it is expressed to be payable unless:
  - (i) its failure to pay is caused by administrative or technical error; and

- (ii) payment is made within three days of its due date.
- (h) the Borrower does not comply with any provision of this deed other than that referred to in paragraph (g) above; or
- (i) any representation or statement made, or deemed to be made by the Borrower in this deed or any other document delivered by or on behalf of the Borrower under or in connection with this deed is or proves to have been incorrect or misleading in any respect when made or deemed to be made.

### **3.2 Interest**

3.2.1 The Borrower covenants with the Lender to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate from the date of this deed on demand such interest to be payable as well after as before any demand or judgment or the administration or liquidation of the Borrower.

3.2.2 Interest shall accrue from day to day and be calculated on the basis of actual days elapsed and a 365 day year. Interest shall be calculated daily in respect of the then outstanding amount of Principal whether or not demanded.

### **4 Lender's covenant for advances**

4.1 Subject to the provisions of clause 4.2 the Lender covenants with the Borrower to make the Further Advances to the Borrower from time to time at the request of the Borrower.

4.2 The covenant by the Lender in clause 4.1 shall not be effective or enforceable unless at the time of the proposed further advance:

4.2.1 the Borrower has paid all interest previously falling due under this security within 14 days after the due date for payment; and

4.2.2 the Borrower has otherwise in all respects and at all times observed and performed his obligations under this deed in the opinion of the Lender.

4.3 The covenant by the Lender in clause 4.1 will cease to be effective or enforceable once the money secured by this deed has become due and payable.

### **5 Prepayment.**

The Borrower may at any time on seven days' notice to the Lender prepay the Loan or part only of the Loan and any accrued interest any time before the Redemption Date without penalty.



## **6 Legal charge**

The Borrower with full title guarantee charges the Property to the Lender by way of first legal mortgage as continuing security for the payment or discharge of the Secured Liabilities.

## **7 Borrower's representations and warranties**

The Borrower represents and warrants to the Lender that:

- 7.1 the present use of the Property is a permitted use within the provisions of the Town and Country Planning Act 1990;
- 7.2 the Borrower has not before the execution of this deed carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Town and Country Planning Act 1990 and in respect of which any requisite permission has not been obtained or any valid enforcement order may be made;
- 7.3 the execution of and the observance and performance of its obligations under this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement; and
- 7.4 the execution of and the observance of its obligations under this mortgage does not and will not contravene any of the provisions of its Memorandum and Articles of Association.

## **8 Borrower's covenants as to the Property**

The Borrower covenants with the Lender as set out below:

### **8.1 Insurance**

The Borrower shall keep the Property insured against fire and such other risks as appropriate for its full reinstatement value for the time being during the subsistence of this Charge and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and on demand produce to the Lender the policy of insurance and the receipt for any premium payable in respect of it.

### **8.2 Repairs**

The Borrower shall keep the Property in good repair and free from any charges by the local authority for works of private improvement or otherwise.

### **8.3 Covenants**

8.3.1 The Borrower shall pay all property taxes and any rent and comply with any covenants and other provisions affecting the Property in so far as they are to be paid or complied with by them and produce to the Lender on demand such evidence as the Lender reasonably requires of their compliance with this covenant.

8.3.2 The Borrower applies and agrees that the Lender may apply for a restriction to be entered on the register of the relevant Title Number that no disposition of the registered estate by the proprietor of the registered estate or by the proprietor

of any registered Charge is to be registered without written consent signed by the proprietor for the time being of the Charge created by this Deed.

#### **8.4 Restriction on leases**

The Borrower shall not without the Lender's written consent grant or agree to grant any lease or tenancy of the Property or any part of it or accept or agree to accept a surrender of any lease or tenancy of it.

#### **8.5 Negative Pledge**

The Borrower shall not create or permit to subsist any Security over the Property except for Security in favour of the Lender.

#### **8.6 Disposal**

The Borrower shall not sell, transfer, lease or otherwise dispose or purport to agree to dispose of the Property without the Lender's prior written consent, unless the Secured Liabilities have been discharged.

### **9 Undertakings**

Without prejudice to the Lender's right to demand repayment at any time, the Borrower shall, until all amounts owing under this deed are paid to the Lender and for so long as the Lender is under an obligation to make a Further Advance whether or not subject to any conditionality:

- not create or permit to subsist any charge lien or other encumbrance over the Borrower's property;
- immediately upon becoming aware of the occurrence of an Insolvency Event, notify the Lender of its occurrence and inform the Lender of any action taken or proposed to be taken in relation to such event;
- not take any other loan from any other person without the written consent of the Lender;
- not permit any person:
  - (a) to be registered as proprietor under the Land Registration Act 2002 of the Property nor create or permit to arise any interest referred to in schedule 1 or schedule 3 of such Act affecting the Property; or
  - (b) to become entitled to any proprietary right or interest which might affect the value of the Property;
- deposit with the Lender all deeds and documents of title relating to the Property.

### **10 Consolidation**

Section 93 of the Law of Property Act 1925 shall not apply to this deed.

### **11 Power of sale and appointment of a receiver**

11.1 Section 103 of the Law of Property Act 1925 shall not apply to this deed.

11.2 The statutory and other powers of sale and appointing a receiver shall arise on the date of this deed and shall become exercisable by the Lender without notice to the Borrower immediately if:

- the Lender demands payment of any money secured by this deed and repayable on demand and it is not paid immediately;
- any payment of any money payable by the Borrower under this deed is not paid on the due date whether demanded or not;
- the Borrower fails to comply with any of its obligations under this deed or any deed supplemental to it
- any of the events set out in clause 3.1 occur;
- any execution is levied upon the Borrower's goods or on the Property;
- any steps are taken by any person to enforce any rights in respect of the Property; or
- if the powers of sale or appointing a receiver become exercisable under any other security given before or after this deed by the Borrower to the Lender or to any other person or if any money payable to the Lender under any such other security is not paid within 14 days of the due date.

## **12 Exclusion of Liability**

12.1 Neither the Lender nor any receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Property whether or not it is in possession of the Property.

12.2 If the Lender or any receiver takes possession of the Property, it will not be liable to account to the Borrower for anything except actual receipts or be liable to the Borrower for any loss arising from any realisation of the Property or for any default or omission for which a receiver or mortgagee in possession would be liable.

12.3 The Lender or any receiver will not be liable to the Borrower for any loss or damage arising from:

- (a) any sale of the Property;
- (b) any act, default or omission of the Lender or any receiver in relation to the Property; or
- (c) any exercise or non-exercise by the Lender or any receiver of any power conferred upon it in relation to the Property by or pursuant to this deed or by the Law of Property Act 1925,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of the Lender or any receiver.

## **13 Notices**

13.1 Any notice given under this deed shall be in writing and may be served:

- personally;
- by registered or recorded delivery mail;

- by facsimile transmission (confirmed by post); or
  - by any other means which any party specifies by notice to the others.
- 13.2 Each party's address for the service of notice shall be their above mentioned address or such other address as they specify by notice to the others.
- 13.3 A notice shall be deemed to have been served:
- if it was served in person, at the time of service;
  - if it was served by first class post, on the second day after it was posted; and
  - if it was served by facsimile transmission, at the time of transmission.

#### 14 Borrower's defaults

- 14.1 If the Borrower fails to perform or observe any of its obligations under this deed the Lender shall be entitled but not obliged to take such steps as he thinks fit in or towards making good the Borrower's default without becoming liable as Lender in possession and for that purpose to enter the Property.
- 14.2 All money paid by the Lender in the exercise of his rights under this deed shall be money properly paid by him and the Borrower shall pay them to the Lender on demand with interest at the Interest Rate from the date of payment by the Lender until the date of payment by the Borrower.

#### 15 Further Assurance

When required by the Lender or any receiver the Borrower shall, at its own cost:

- (a) execute a charge by way of legal mortgage, assignment by way of security or fixed charge over the Property and such legal mortgage, assignment or charge shall secure the Secured Liabilities and contain a power of sale which arises immediately upon execution, provisions excluding s. 93 of the Law of Property Act 1925 and the restrictions contained in s. 103 of the Law of Property Act 1925 and such other provisions including any similar to those in this deed as the Lender may reasonably require;
- (b) execute any documents or do any other thing which the Lender or any receiver may require for perfecting or protecting any Security created by this deed or in connection with the exercise of any powers given to the Lender or any receiver under this deed;
- (c) convey, transfer, assign or otherwise deal with the Property in such manner as the Lender or any receiver may require in connection with any enforcement of any Security created by this deed; and
- (d) execute an assignment by way of fixed charge of its rights and interests in any present or future insurances in respect of the Property and the proceeds of such insurances in form and substance

-satisfactory to the Lender and do any other thing which the Lender or any receiver may require for perfecting or protecting such an assignment and the Lender's rights thereunder.

#### **16 Attorney**

The Borrower irrevocably appoints the Lender as its attorney to execute any deed or do anything which is required for any of the purposes of this deed or the exercise or enforcement of any of the Lender's rights and remedies under it.

#### **17 Discharge of Security**

Any discharge of the Borrower by the Lender in reliance on a payment or security received by the Lender will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Lender will be entitled to recover from the Borrower on demand the amount of the Secured Liabilities discharged by such payment or security.

#### **18 Redemption**

After the repayment or discharge in full of the Secured Liabilities and provided that the Lender is satisfied that it is not under any obligation to provide financial accommodation to the Borrower the Lender will at the request and cost of the Borrower release the Property from the Security created by this deed.

#### **19 Freedom from accountability**

If the Lender enters into possession of the Property or part of it he may from time to time at pleasure go out of such possession and shall not be liable to account as lender in possession while in fact out of possession if notice of such fact is within seven days after its happening served on the Borrower.

#### **20 Continuing Security**

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of monies due to the Lender.

#### **21 Interpretation**

21.1 Except where the context renders it absurd or impossible every reference to any party to this deed shall include his or her successors in title and personal representatives, by and against whom this agreement shall be enforceable as if they had been originally named as parties.

21.2 In this deed:  
— words expressed in any gender shall where the context so requires or permits include any other gender;

- words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa;
- words expressed in the singular shall where the context so requires or permits include the plural; and
- where any party is more than one person that party's obligations in this deed shall take effect as joint and several obligations;
- anything in this deed which applies to that party, shall apply to all of those persons collectively and each of them separately;
- the benefits contained in this deed in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately; and
- the receipt of the survivor of joint holders of this deed shall be a good discharge to the Borrower.

21.3 The headings to clauses are inserted for ease of reference only and shall not affect the construction of this deed.

21.4 References in this deed to anything which any party is required to do or not to do shall include her acts, defaults and omissions, whether:

- direct or indirect;
- on their own account; or
- for or through any other person; and
- those which they permit or suffer to be done or not done by any other person.

21.5 The effect of all obligations affecting the Borrower under this deed is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this deed an express limitation or modification.

21.6 This deed incorporates the terms of any agreement between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s.2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

21.7 Any undertaking made by or obligation imposed on the Borrower in this deed will continue in force until the Lender is satisfied that it has no further obligation to provide financial accommodation to the Borrower and all the Secured Liabilities have been irrevocably paid or discharged in full.

## **22 Governing law.**

This agreement (and any dispute or claim relating to it, its enforceability or its termination) is to be governed by and construed in accordance with English law.


IN WITNESS whereof this Legal Charge has been executed and delivered by the Borrower and the Lender as a deed the day and year first above written.

SCHEDULE

The Property

- (1) The freehold property known as land at 42 Wallingford Road, Cholsey, Wallingford, Oxfordshire, which property is registered with Absolute Title at HM Land Registry under title number ON295471
- (2) The freehold property known as land forming part of 42 Wallingford Road, Cholsey, Wallingford, Oxfordshire, which property is registered with Absolute Title at HM Land Registry under title number BK64970 and being the land comprised in two transfers dated 4 October 2013 and made between (1), Simon Alexander Queenborough and Benjamin Oliver Queenborough and (2) the Borrower

SIGNED as a deed by a director of THE ABBOTT PARTNERSHIP LIMITED in the presence of

Sign here

Print name <u>N CLARKE</u>

Signature of witness



Name (in BLOCK CAPITALS)

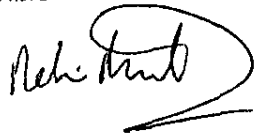
B WOOD

Address

14 GREEN LANE EWELENE

OX10 6DA

SIGNED as a deed by the said ROBIN JOHN MARRIOTT in the presence of

Sign here


Signature of witness



Name (in BLOCK CAPITALS)

J ROSCOE

Address

24 OXFORD ROAD, DORCHESTER ON THAMES

OXON OX10 7LX