Registration of a Charge

Company name: A H PARKER (LONDON) LIMITED

Company number: 05346594

Received for Electronic Filing: 05/10/2016



Details of Charge

Date of creation: 05/10/2016

Charge code: 0534 6594 0002

Persons entitled: DAVID OWEN

ANDREA MARGARET OWEN

EMPOWERED PENSIONS LIMITED AS TRUSTEES OF THE AH PARKER

(LONDON) LTD RBS SSAS

Brief description: FIRST RANKING FLOATING CHARGE ON ALL COMPANY ASSETS

WHEREVER THEY MAY BE SITUATED

Contains floating charge(s) (floating charge covers all the property or

undertaking of the company).

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 THE ELECTRONIC COPY INSTRUMENT

DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION

IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: LARS SINGLETON OF EMPOWERED PENSIONS LIMITED



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5346594

Charge code: 0534 6594 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th October 2016 and created by A H PARKER (LONDON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2016.

Given at Companies House, Cardiff on 5th October 2016

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





Date: 05/10/2016

the Lender: Empowered Pensions Limited and

David Owen and

Andrea Margaret Owen

and

the Borrower: A.H. Parker (London) Limited

Loan Agreement

Contents

1	Nature	of Facilities
	and the second of the second	and the control of th

- 2 Conditions Precedent
- 3 Representations and Warranties
- 4 Undertakings
- 5 Drawdown
- 6 Interest
- 7 Guarantee
- 8 Repayment
- 9 Method of Payment
- 10 Fees
- 11 Security
- 12 Default and Indemnity
- 13 Miscellaneous

Schedule 1 Events of Default

Schedule 2 Security Documents

Schedule 3 Further Obligations Covenants and Conditions

This Agreement is made on 05/10/2016

Between

David Owen and **Andrea Margaret Owen** of 8 Saddlers Close, Arkley, Barnet, Herts, EN5 3LU and

Empowered Pensions Limited as Trustees of the A H PARKER (LONDON) LTD - RBS SSAS (PSTR 00762867RX) Felcourt Farm, Felcourt Road, Felcourt, East Grinstead RH19 2RR (the Lender);

and

A.H. Parker (London) Limited (CRN 05346594) The Main Gate House, Redhill Aerodrome, Kings Mill Lane, Redhill, RH1 5JY (the Borrower)

and

David Owen (Guarantor)

Andrea Margaret Owen (Guarantor)

Recitals

- A. The Lender has agreed to provide a loan to the Borrower of £70,000.00 (seventy thousand pounds) (the Loan) subject to the terms and conditions of this Agreement.
- B. The Guarantor has agreed to guarantee the Indebtedness of the Borrower to the Lender subject to the terms and conditions of this Agreement.
- C. The Borrower shall repay the Loan together with interest.

Definitions and Interpretation

Assets means the Assets as defined in Schedule 2 hereof.

Business Day means a day (other than Saturday, Sunday and public holidays) when banks are generally open for business.

Default Rate means the interest rate payable as defined in clause 6.4 hereof.

Event of Default means any one of the events specified in Schedule 1 hereof.

Guarantee means the guarantee required under clause 7 hereof.

Indebtedness means the Loan together with all interest and all other amounts owing from time to time under this Agreement from the Borrower to the Lender.

Interest means the interest as defined in clause 6 hereof.

Interest Payment Date means the date defined in clause 6.2 which is the date on which the interest must be paid.

Loan means the principal amount advanced and outstanding under this Agreement.

Security Documents means the security documents as detailed in Schedule 2 hereof in the agreed form and entered into on or after the date of this Agreement.

Unless the context otherwise requires:

- 1, each gender includes the other;
- 2. the singular and the plural each includes the other;
- 3. references to clauses, schedules or appendices are to clauses or schedules of and appendices to this Agreement;
- 4. references to this Agreement includes its Schedules;
- 5. references to persons include individuals, unincorporated bodies, government entities companies and corporations;
- 6. clause headings do not affect their interpretation; and
- 7. references to legislation include any modifications or re-enactment thereof before the date of this Agreement.

Operative provisions

1. Nature of Facilities

1.1. The Lender hereby makes available to the Borrower the Loan upon and subject to the terms and conditions of this Agreement.

2. Conditions Precedent

- 2.1. The Lender shall not be obliged to provide the Loan unless the Lender has received:
 - (a) the duplicate of this Agreement signed by the Borrower;
 - (b) a Board Minute of the Borrower authorising acceptance and execution of the Agreement and grant and execution of the Security Documents and nominating one or more persons to sign and execute this Agreement and the Security Documents on behalf of the Borrower;
 - (c) a signed Debenture in an agreed form in favour of the Lender giving a first ranking floating charge over the Assets of the Borrower as more particularly described in Schedule 2 hereof (the **Security Documents**).

3. Representations and Warranties

- 3.1. The Borrower represents and warrants to the Lender at the date of this Agreement:
 - (a) Legal Status: the Borrower is a company duly incorporated validly existing and in good standing under the laws of England and Wales.
 - (b) **Assets**: the Borrower has power to own its assets and conduct its business as it is now being conducted.
 - (c) Approvals and non-contravention: neither the execution and delivery of this Agreement by the Borrower nor the exercise of its rights and the performance of its obligations under this Agreement:
 - (i) are prohibited by law, regulation or order;
 - (ii) require any approval, filing, registration or exemption;

- (iii) are prohibited by and do not constitute an event of default under and do not result in an obligation to create security under any document or arrangement to which it is a party.
- (d) **Binding Obligations**: the execution of this Agreement by the Borrower has been validly authorised and the obligations expressed as being assumed by it under this Agreement constitute valid, legal, binding and enforceable obligations of it enforceable against it in accordance with their terms.
- (e) **Corporate Powers**: neither the execution and delivery of this Agreement by the Borrower nor the performance or observance of any of its obligations under this Agreement will result in it breaching any of its corporate powers.
- (f) **No Default or Breach**: the Borrower is not aware of any default or breach under any law, statute, regulation, indenture, mortgage, trust deed, agreement or other instrument, arrangement, obligation or duty by which it is bound.
- (g) Security Interests: any further borrowing against the security as stated in schedule 2 is not allowable without the prior written consent of the Lender.
- (h) **Disputes**: no litigation or administrative or arbitration proceeding before or of any court, governmental authority or arbitrator is presently taking place pending or (to the best of the knowledge information and belief of the Borrower) threatened against or against any of the Assets which might have a material adverse effect on its business, assets or operations or might adversely affects its ability to perform its obligations under this Agreement and the Security Documents.
- (i) Authorisations: the Borrower has obtained all licences, permissions and consents required for the carrying on of its business in all relevant jurisdictions and the Borrower has complied with all conditions attaching to such licences, permissions and consents.
- (j) Ranking of Obligations: the Borrower's obligations under this Agreement rank at least above all its other present and future unsecured and unsubordinated obligations subject to certain categories of its other obligations which will in any event be preferred in a liquidation by virtue of mandatory provisions of statute.
- (k) **Borrowing Limit**: the borrowing of the full amount available under this Agreement will not cause any limitations on the powers to borrow of the Borrower or its directors to be exceeded.
- (I) Information: all information supplied by the Borrower to the Lender in connection with this Agreement is true, accurate and complete in all material respects and it is not aware of any material facts or circumstances which have not been disclosed to the Lender which might if disclosed adversely affect the decision of a person considering whether or not to lend to the Borrower.
- (m) **No Termination of Event**: no actual or potential Event of Default has occurred which has not been remedied or waived.
- (n) **Stamping**: no stamp, registration or similar tax is payable and no filing or registration is required in connection with the execution, performance and/or enforcement of this Agreement.
- (o) Compliance: the Borrower has obtained and will comply and ensure that all its subsidiaries comply with all applicable laws and regulations and the terms of all

permits, authorisations and licences (including amongst all other matters all laws, regulations, permits, authorisations and licences relating to intellectual property matters) required for carrying on its business in all relevant jurisdictions.

3.2. The Borrower will repeat the representations and warranties contained in this clause 3 on the date of drawdown.

4. Undertakings

The Borrower will:

- 4.1. not (unless in the ordinary course of the Borrower's business or without the prior written consent of the Lender) incur any borrowings or indebtedness nor give any guarantee or indemnity in respect of the borrowings or indebtedness of any other person.
- 4.2. not (unless with the prior written consent of the Lender) create or permit to subsist any mortgage, charge, pledge, lien, encumbrance or security interest of any kind whatsoever over the whole or part of any of its business and/or assets both present and future (including uncalled capital).
- 4.3. give the Lender notice in writing immediately upon becoming aware of the occurrence of any Event of Default or other event which with the giving of notice and/or lapse of time and/or upon the Lender making the relevant determination would constitute an Event of Default.
- 4.4. for so long as the indebtedness remains owing by the Borrower to the Lender keep the Lender fully and promptly informed to such extent and in such form and detail as the Lender may from time to time require with particulars of any matters concerned with and arising out of the activities of the Borrower;
- 4.5. not without having given prior written notice of the same to the Lender enter into any contract, transaction or arrangement other than is necessary to enable the Borrower to run its business from day to day;
- 4.6. not without the prior written consent of the Lender and whether by a single transaction or by a series of transactions (related or not) sell, transfer, lend or otherwise dispose of (in any such case otherwise than in the ordinary course of trading) the whole or any substantial part of the Assets or make any change in the nature of the business of the Borrower.
- 4.7. settle the debts incurred by it in the ordinary course of the business including (without limitation) trade creditors, in a timely manner;
- 4.8. conduct and carry on its business in a proper, efficient and business like or professional manner and not make any substantial alteration in the mode of conduct of that business and keep or cause to be kept proper books of accounts relating to such business.

5. Drawdown

- 5.1. The Borrower may (subject to the other provisions of this Agreement but in any case, at the sole discretion of the Lender) draw down the Loan on the date of this Agreement.
- 5.2. The Loan may not be drawn by the Borrower if an event of default as set out in Schedule 1 (Event of Default) has occurred or would result from drawdown of the Loan.

6. Interest

- 6.1. The Borrower will pay interest on the Loan at the rate of 12.5% per annum.
- 6.2. The Borrower shall pay interest on the Loan at the Interest Rate annually in arrears commencing 12 months from the drawdown date of the loan.
- 6.3. Accrued interest for the term of the Loan shall be payable on repayment of the loan.
- 6.4. If the Borrower does not pay any sum to the Lender on the due date for payment the interest shall immediately accrue on the overdue amount (including any interest) at a rate of 12.5% per annum, which shall accrue monthly and be payable on demand.

7. Guarantee

- 7.1. Repayment of the Loan shall be secured by a joint and several guarantee by the Guarantor in accordance with this clause 7.
- 7.2. In consideration of the Lender making the Loan to the Borrower the Guarantor at the request of the Borrower unconditionally and irrevocably guarantees to the Lender the discharge of the Loan.
- 7.3. If the Borrower defaults on the payment when due to the Lender under this Agreement the Guarantor will immediately on demand by the Lender unconditionally pay all monies due to the Lender under this Agreement without set-off, deductions or counterclaim as it if were the Borrower.
- 7.4. This guarantee will not be affected by any act, omission, matter or thing which but for this clause would reduce release or prejudice any of the Guarantor's obligations under this clause 7 (without limitation and whether or not known to it or the Lender).
- 7.5. If any payment by the Borrower or any discharge or release given by the Lender is avoided or reduced as a result of insolvency or any similar event, the liability of the Borrower and Guarantor shall continue as if the payment, discharge, release avoidance or reduction had not occurred and the Lender will be entitled to recover the value or amount of that security or payment. The Guarantor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor.
- 7.6. The obligations of the Guarantor will be in addition to and independent of all other security which the Lender may at any time hold in respect of any of the obligations of the Borrower under this Agreement.
- 7.7. Without prejudice to clause 7.2 hereof the Guarantor unconditionally and irrevocably agrees to indemnify and keep indemnified the Lender from and against all and any losses, costs claims liabilities damages demands and expenses suffered or incurred by the Lender and arising from the failure of the Borrower to satisfy the Loan or through the Loan becoming unenforceable invalid or illegal (on any grounds whether known to it or the Lender or not).

8. Repayment

- 8.1. The loan is to be repaid no later than 5 years from the date of this agreement.
- 8.2. The first repayment shall be made by the Borrower to the Lender no later than date of loan agreement plus one year and subsequent payments will be made no less frequently than annually.
- 8.3. The first repayment amount shall be equivalent to the balance outstanding on the repayment date divided by the number of repayment dates remaining including the then present and final repayment dates.
- 8.4. Subsequent repayment amounts shall be equivalent to the balance outstanding on the repayment date divided by the number of repayment dates remaining including the then present and final repayment dates.
- 8.5. Any changes in the interest rate chargeable will be apportioned on a daily basis from the day on which the change occurs.
- 8.6. The Borrower may be paid back in part. Any payment being allocated to interest in the first instance and the balance to the capital.
- 8.7. The Borrower may repay the Loan in whole provided that:
 - (a) they have given the Lender at least 5 days' notice in writing of their intention to repay;
 - (b) the repayment is made together with the accrued interest.
- 8.8. If the Borrower repays the Loan prior to the Repayment Date, the Borrower shall not incur a penalty on early repayment
- 8.9. Once the Loan is repaid no amount may be redrawn under this Agreement.

9. Method of payment

- 9.1. All payments made by the Borrower under this Agreement shall be made to the Lender on the due date without any deduction or withholding of tax unless the Borrower is required by law to make a payment subject to deduction or withholding of tax, in which case the amount payable by the Borrower will be sufficiently increased to ensure that the Lender receives and retains a net sum equal to that which it would have received had no deduction or withholding been made.
- 9.2. Any determination by the Lender of any amount of principal, interest or charges or an applicable interest rate shall, in the absence if manifest error, be conclusive and binding on the Borrower.

10. Security

- 10.1. The Borrower's obligations to the Lender under this Agreement shall be secured by a first ranking floating charge over the Assets of the Borrower as specified in Schedule 2 as per the obligations, covenants and conditions specified in Schedule 3 to this Agreement.
- 10.2. The Borrower and Lender agree that the Lender may satisfy any sum owed to the Lender under this agreement or any other agreement between the Lender and the Borrower entered into either prior to or subsequent to the date of this agreement from the proceeds of sale of any other property over which the Lender has a legal charge.

11. Default and indemnity

- 11.1. If an Event of Default occurs and has not been waived by the Lender in writing, the Lender may by notice in writing to the Borrower:
 - (a) declare that the Loan is due and payable together with accrued interest; and/or
 - (b) require repayment (immediately or otherwise as the Lender may require) of the Loan together with accrued interest; and/or
 - (c) require that interest is payable on the Loan at the Default Rate.
- 11.2. The Borrower will indemnify (and keep indemnified) the Lender on written demand against any loss or expense, including legal fees, which the Lender sustains or incurs:
 - (a) because of a default by the Borrower of any obligation assumed by them under this Agreement; or
 - (b) as a consequence of any Event of Default

12. Miscellaneous

- 12.1. Without any obligation upon the Lender to do so, the Lender shall be entitled to allow the Borrower extended time to pay or grant any other indulgence to the Borrower without affecting any of the rights of the Lender in whole or in part.
- 12.2. Unless the context otherwise requires, words denoting the singular only shall include the plural and vice versa.
- 12.3. All notices and other communications to any party hereto shall be deemed to have been duly given or made and delivered when delivered personally to the party or sent through the post to the registered office or last known address of the party to which such notice or other communication is required to be given or made under this Agreement.
- 12.4. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise on any person who is not named as a party to this Agreement.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Events of Default

Each of the following shall constitute an Event of Default under this Agreement:

- 1 the Borrower fails to comply with any terms of this Agreement;
- 2 any security granted by the Borrower ceases to be legal or effective (or any person so alleges);
- any other borrowings of the Borrower are not paid when due for payment or any creditor of the Borrower demands repayment of the same prior to their stated maturity;
- 4 any other circumstance or event occurs or arises which has or which will have a material adverse effect on:
 - (a) the ability of the Borrower to comply with its obligations under this Agreement; or
 - (b) the business, assets or financial condition of the Borrower.
- 5 The Borrower fails to maintain adequate insurance policies (if appropriate) to protect the value of the Assets against all reasonable risks;
- the Borrower ceases or threatens to cease to carry on its business or a significant part of it or suspends or threatens to suspend payment of its debts or is unable or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986;
- a proposal is made or a nominee or supervisor is appointed for the Borrower for a composition in satisfaction of its debt or for a scheme of arrangement of its affairs or other arrangement or any proceedings for the benefit of its creditors are commenced under any law, regulation or procedure relating to the reconstruction or readjustment of debt;
- any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Borrower (without the prior written consent of the Lender) or any other person to wind up or dissolve the Borrower or to appoint a liquidator; trustee, receiver, administrative receiver or similar officer to the Borrower or any part of its undertaking or assets;
- any attachment, distress, diligence, arrestment, execution or legal process (not being reasonably considered by the Lender to be defensible or vexatious, in good faith) is levied, enforced or sued against the Borrower or its assets or any person validly takes possession of any of the property or assets of the Borrower or steps are taken by any person to enforce any security right against any of the property or assets of the Borrower;
- 10 control of the Borrower passes to any person or persons (whether acting individually or in concert) who is or are not a shareholder in it immediately after the date of this Agreement.

Schedule 2: Security Documents

Documents	Assets
Debenture	A first ranking floating charge on all company assets wherever they may be situated.

Schedule 3: Further Obligations, Covenants and Conditions

1. Borrowers' Obligations

The borrower Covenants:

- 1.1. to pay or discharge the Loan to the Lender in accordance with this Agreement and
- 1.2. to pay interest to the Lender upon the terms set out in this Agreement

2. Charge

As security for payment of the Loan the Borrower (with full guarantee) hereby charges to the Lender:

2.1. by way of first ranking floating charge: the Assets

3. Protection of Lender's rights

3.1. the Borrower Covenants not, without the prior written consent of the Lender, to sell, lease, assign, charge or part ownership with any of the Assets.

4. Covenants

4.1. the Borrower covenants with the Lender to keep the Assets in good repair, condition

5. Insurance

- 5.1. If the Borrower is in default under any of the covenants set out in clause 4.1 above or the Event of Default (or any of the obligations under this Agreement), the Lender may at its sole discretion (but will not be obliged to) take steps which it consider necessary or desirable to remedy the default or make good its effects in whole or in part, and in particular but without limitation, may pay any amount which the Borrower ought to pay, in relation to the Assets and may put in place or renew any insurance.
- 5.2. The Lender shall be entitled to be paid the proceeds of any Insurance to which the Borrower is entitled (other than any indemnity against liability to a third party) and the Borrower hereby irrevocably instructs any insurer in respect of any such policy to pay such proceeds to the Lender and undertakes to the Lender to issue such further instructions to that effect as the Lender may require.
- 5.3. All monies received in respect of any Insurance whatsoever (other than indemnity against liability to a third party) shall, as the Lender in its sole discretion requires, be received or in or towards the discharge of the Loan.

6. Security Trustee and Receivers

6.1. In the Event of Default, or if the Lender so requests at any time, the Lender may appoint any person or persons ("the Security Trustee or Receiver") to be a receiver or receivers of all or any part of the Assets hereby charged. An appointment over part only of the Assets shall not preclude the Lender from making any subsequent appointment over any other part of the Assets.

- 6.2. The appointment of the Security Trustee or Receiver shall be in writing, and may be signed by any director or employee on behalf of the Lender. Where more than one person is acting at any time as the Security Trustee or Receiver, they shall have the power to act severally as well as jointly.
- 6.3. The Lender may from time to time determine the remuneration of the Security Trustee or Receiver (which shall not be subject to the limit in section 109 (the Law of Property Act 1925) and may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Assets of which is the receiver and at any time (before or after any person shall have vacated office or ceased to act as the Security Trustee or Receiver in respect of any of the Assets) appoint a further or receiver or receivers over all or any part of the Assets.

7. Application of proceeds/payment of moneys

7.1. The Lender may, without prejudice to any other rights it may have, at any time and from time to time place (and keep for such time as it may think prudent) any monies received, recovered or under or by virtue of this Loan on a separate or suspense account to the credit of the Lender as the Lender, without any intermediate obligation on the Lender's part to apply the same or any part thereof in or towards the discharge of the Assets.

8. Protection provisions

- 8.1. In favour of any purchaser, the statutory powers of sale and of appointing a Security Trustee or Receiver which are conferred upon the Lender, and all other powers of the Lender, shall be deemed to arise and be exercisable immediately after the execution of this Loan.
- 8.2. No person dealing with the Lender, nor any person to whom it has delegated any of its powers, nor the Security Trustee or Receiver, shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, nor whether any event has happened to authorise the Security Trustee or Receiver to act or as to the propriety or validity of the exercise of any such power and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.
- 8.3. The receipt of the Lender or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other person and shall relieve him of any obligation to see the application of any monies paid to or by the direction of the Lender, Security Trustee or the Receiver.
- 8.4. Neither the Lender, Security Trustee nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective powers under this Loan.
- 8.5. Without prejudice to any other provision of this Loan, entry into possession of any Asset shall not render the Lender, the Security Trustee or the Receiver liable to account as mortgage in possession, or to be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable, and if and whenever the Lender or the Security Trustee or Receiver enters into possession of the Assets or any part thereof it shall be entitled at any time it thinks fit to go out of such possession.

- 8.6. The Borrower shall indemnify and keep indemnified the Lender, every Security Trustee or Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which any of them may suffer or incur arising in any way out of the taking or holding of this Loan, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Loan or the Assets.
- 8.7. The provisions of this clause shall continue in full force and effect notwithstanding any release or discharge of this Loan, or the discharge of any Security Trustee or Receiver from office.

9. Assurance

9.1. The Borrower shall, whenever requested by the Lender, immediately execute and sign all such deeds and documents and do all such things as the Lender may require at the Borrowers cost over the Assets specified by the Lender for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the monies, obligations and liabilities by this Loan.

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written

Signed on behalf of AH Parker (London) Ltd-RBS	David Owen (Oct 4, 2016, 5:53pm) David Owen (member trustee) Margaret Owen (Oct 4, 2016, 5:55pm) Andrea Margaret Owen (member trustee)
	Law SUL Lars Singleton (Oct 5, 2018, 1;12pm) Lars Singleton (Corporate trustee)
Signed on behalf of AH Parker (London) Limited	David Owen (Oct 4, 2016, 6:53pm) David Owen (Director) David Owen (Director) Margaret Owen (Oct 4, 2016, 5:55pm) Andrea Margaret Owen (Director)
Signed) David Owen (Guarantor)) David Owen (Guarantor)) As-(Ouse-) Margaret Owen (Oct 4, 2016, 5:55pm)) Andrea Margaret Owen (Guarantor)