

MR01

Particulars of a charge



Companies House

101141/13.

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the Web
Please go to www.co



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13/05/2014

#199

COMPANIES HOUSE

☒ **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 when the charge is
instrument Use form MR08

TUESDAY

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 0 5 3 4 6 5 9 4

Company name in full A H Parker (London) Limited

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 1 2 0 5 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 A H Parker (London) - Retirement Benefit Scheme

(PSTR 0076287RX)

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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4

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 company assets wherever situated

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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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 *Lawson* 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 **Lars Singleton**

Company name **HFM Trustee & Administration**

Services Ltd

Address **PO Box 186**

Post town **Westerham**

County/Region **Kent**

Postcode **T N 1 6 9 B F**

Country **UK**

DX

Telephone **01959585003**



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: 5346594

Charge code 0534 6594 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th May 2014 and created by A H PARKER (LONDON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th May 2014.

Given at Companies House, Cardiff on 16th May 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS LOAN AGREEMENT is made on twelfth of May, two thousand and fourteen (12/05/2014)


BETWEEN:

A H Parker (London) – Retirement Benefit Scheme – Retirement Benefit Scheme (PSTR 0076287RX) of PO Box 186, Westerham, Kent TN16 9BF ("the Lender"),

and

A H Parker (London) Limited (Registration number 05346594) of 35 Holmesdale Road, Reigate, Surrey, RH2 0BJ ("the Borrower")

L Singleton
HFM Business Solutions Ltd

I Certify this to be a true copy
of the original


WHEREBY IT IS AGREED as follows

1 Facility

The Lender has agreed to make available with effect from 12th May 2014 to the Borrower a Facility of One hundred and thirty six thousand, six hundred and forty nine pounds Sterling (£136,649) subject to and on the following terms and conditions ("the Facility") and shall have the official identification reference AHP-RBS-L1-20140317

2 Purpose of Facility

This Facility is to be used for any purpose to which the Directors feel it is appropriate

3 Availability

The availability of the Facility is at all times subject to Clause 5 hereof and to the Borrower's compliance and with any and all restrictions, rules and regulations of any applicable regulatory authority from time to time in force

4 Interest

4 1 Interest will be calculated in respect of the amount outstanding for the time being under the Facility on the basis of the number of days elapsed and a 365 day year and at the rate of 12 5% per annum of the amount of the Facility then and from time to time outstanding Interest so calculated will be payable on the expiry date or earlier termination of the Facility pursuant to Clause 6 below

4 2 Payment of all monies due hereunder shall be made to the account of the Lender as follows -

Account Name	A H Parker (London) - RBS
Bank	Natwest
Account Number	70580979
Sort Code	60-02-48

5 **Drawdown**

The Facility may be drawn down in multiple tranches on the single condition that the entire facility be drawn down by 1st November, 2014

6. **Expiry of Facility**

This Facility will expire on the expiry of 5 years from the 12th May, 2014 Whilst it is the Lender's intention that the Facility shall remain available to the Borrower until that date and notwithstanding any other provision of this Agreement the Lender reserves the right to terminate the Facility at any time upon or following any failure of the Borrower to satisfy that conditions subsequent set out in Appendix 2 within 14 days hereof or any breach or non-observance by the Borrower or a Guarantor (as hereinafter defined) respectively of any of the terms of the Security referred to in Clause 7 below or upon the occurrence of any event of default as therein described by notice to the Borrower in writing On such expiry or termination all amounts then outstanding under the Facility, will be immediately due and payable without further notice or demand

7 **Security**

As security for the performance of the Borrower's obligations towards the Lender hereunder

- 7 1 The Borrower has executed in favour of the Lender the first ranking Floating Legal Charge over all the undertaking and goodwill of the Borrower and all its property assets and rights whatsoever and whosoever both present and future including its uncalled capital and unpaid invoices
- 7 2 The Borrower shall not create, by act of commission allow to be created, or by act of omission allow the creation of any charge on any asset of the company during the term of this agreement
- 7 3 David Owen of 48 Temple Avenue, London, N20 9EH (a "Guarantor") shall execute in favour of the Lender in the form annexed hereto a Personal Guarantee in the form of the respective draft annexed hereto

8 **Repayment**

- 8 1 All payments to be made by the Borrower hereunder shall be made in Pounds Sterling free and clear of and without the withholding or deduction for any and all present or future taxes, duties or other charges or other deductions of any nature whatsoever now or hereafter imposed or made In the event that any such payment is or becomes subject to any such tax or deduction, the Borrower will upon demand from time to time, pay to the Lender such additional amounts as the Lender may

certify to be necessary to enable to receive a net amount equal to the full amount which the Lender would have received but for such tax or deduction

- 8.2 The Facility will be repaid by the Borrower in no lesser amount than 20% of the full facility annually on the anniversary of the Loan Agreement date and in its entirety by 12th May 2019 after a term of five (5) years
- 8.3 The Borrower may prepay the whole of the Loan without penalty provided that the Borrower shall simultaneously pay to the Lender all interest and other sums due or owing on the amount prepaid
- 8.4 The Borrower may prepay any part of the Loan without penalty in tranches of not less than five hundred pounds £500.00
- 8.5 No amount of the Facility prepaid may be redrawn

9 Costs

The Borrower hereby undertakes to indemnify the Lender forthwith upon demand from and against all costs, fees, charges, taxes, expenses, liabilities and other amounts which the Lender may incur, sustain or pay in connection with the preparation negotiation registration implementation or enforcement of this Agreement and/or the Security Documents and/or in connection with the preservation or protection of the Lender's rights hereunder or thereunder and/or in connection with any consent or approval of the Lender required or requested under the provisions of the Agreement or any of the Security Documents and including in particular (but without limiting the generality of the foregoing) the fees and expenses of the Lender's solicitors and VAT thereon and of the Lender's surveyors and VAT thereon

10 Illegality

Notwithstanding anything herein contained, if any law or regulation or any change therein or in the interpretation or application thereof by any relevant competent authority or court shall make it (in reasonable opinion of the Lender) unlawful for the Lender to make, maintain, or fund the Loan, the Lender may by written notice to the Borrower (to expire not earlier than the latest day permitted by such law, regulation, change, interpretation or application) declare that the Lender's obligations hereunder shall be terminated forthwith, whereupon such obligations shall be so terminated and the Borrower shall repay the Loan at the expiration of such notice together with all accrued interest and all other monies (if any) outstanding hereunder

11 Assignment

The Borrower may not assign its rights and obligations hereunder in any event

12 Waiver

No failure to exercise nor delay in exercising on the part of the Lender any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative, and not exclusive of any rights or remedies provided by law.

13 Interpretation

13.1 In this Agreement the defined terms have the meanings set out in Appendix I, and each Appendix is incorporated into this Agreement.

13.2 Any reference in this letter to -

- a This "Agreement" or to any other agreement or document shall, unless the context otherwise requires, be construed as a reference to this Agreement or such other agreement or document as the same may from time to time be amended, varied, supplemented, novated or replaced,
- b The "Lender" shall be construed as a reference also to its successors and/or assigns,
- c A "Clause" or an "Appendix" shall, unless the context otherwise requires, be construed as a reference to a clause hereof or an appendix hereto,
- d An "Encumbrance" shall be construed as a reference to any mortgage, charge, pledge, lien or other security interest or encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title retention arrangements) or any other agreement or arrangement having a similar effect,

13.3 Any reference to "VAT" shall be construed as a reference to Value Added Tax including any similar tax which may be imposed in place thereof from time to time.

13.4 Clause and Appendix headings are for ease of reference only and do not affect the interpretation of this Agreement.

13.5 Any reference in this Agreement to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision (including all instruments, orders or regulations made thereunder or

I Certify this to be a true copy
of the original
L Singleton
HFM Business Solutions Ltd

deriving validity therefrom) as in force at the date of this Agreement and as subsequently amended, re-enacted, consolidated or replaced from time to time

- 13 6 No term of this Agreement or of the Security Documents is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement or any of such Security Documents

14 **Applicable Law**

This Agreement shall be governed and construed in accordance with the Laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English Courts

15 **Notices**

Any demand on or notice to any party hereunder shall be in writing and shall be effective when handed to such part or delivered to or mailed or sent by telegraph, telefax to such parties usual or last known address

16 **Warning**

The Borrower should be aware that the Property will be at risk if payments hereunder are not made on time

IN WITNESS whereof this Agreement has been duly executed on behalf of the parties hereto the day and year first before written

SIGNED by
Margaret Owen
Director


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