

MR01**Particulars of a charge**

Laserform

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

You can use the WebFiling s
Please go to www.companies

☒ **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
instrument Use form MR08

WEDNESDAY



A11 *A3IJ4M7N* #295
15/10/2014
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. 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. **Do not send the original.**

1 Company details

Company number 0 5 4 1 5 3 1 4

Company name in full Allied Lancaster Limited

*4 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 d3 d0 m0 m9 y2 y0 y1 y4

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 Bank of Scotland Plc

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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Particulars of a charge

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

King Street and Common Garden Street, City Centre,
Lancaster LA1 1UP registered at H M. Land Registry
under Title Number LA711001

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 *DWF LLP*

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 James Szerdy

Company name DWF LLP

Address 5 St Paul's Square

Old Hall Street

Post town Liverpool

County/Region

Postcode L 3 9 A E

Country

DX 14128 Liverpool

Telephone 0151 907 3000



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. 5415314

Charge code: 0541 5314 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2014 and created by ALLIED LANCASTER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2014.

A handwritten signature, possibly 'D', in black ink.

Given at Companies House, Cardiff on 20th October 2014



Companies House



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



LEGAL CHARGE

by

ALLIED LANCASTER LIMITED

AND

BANK OF SCOTLAND PLC

[NOTE: MD Reference removed separate RX1 required on registration]

I certify that this is a true copy
of the original

Signed  DWF

Print Name & Department DANIELLE O'HARE
BANKING

Dated 13.10.14

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before signing this document.

This **LEGAL CHARGE** is made the 30 day of September 2014

BETWEEN

- (1) **The Owner:** as described in the Schedule below
- (2) **BoS.** **BANK OF SCOTLAND PLC** incorporated under the Companies Act and having its Registered Office at The Mound, Edinburgh EH1 1YZ including those deriving any title or interest from it, as defined in the Conditions

IT IS AGREED IN THIS DEED as follows

- 1 In this Charge the following words have the meanings set out below -

"Agreement for Lease" means an agreement to grant an Occupational Lease

"Borrower" means Elston Holdings Ltd (a company incorporated in the Isle of Man with company number 011391V)

"BoS" means Bank of Scotland plc

"Conditions" means BoS's Commercial Charge Conditions (2007 Edition),

"Facility Letter", **"Secured Liabilities"** and **"Rental Sums"** have the same meanings as in the Conditions,

"Lease Document" means

- (a) an Agreement for Lease,
- (b) an Occupational Lease, or
- (c) any other document designated as such by the Borrower and BoS.

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which the Property may be subject from time to time

"Property" means the property described in the Schedule below

- 2 The Owner agrees to pay to BoS the Secured Liabilities when BoS demands in writing

- 3 The Owner with full title guarantee charges to BoS as security for the Secured Liabilities -

- 3 1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property,
- 3 2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,
- 3 3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of this Charge,

- 3 4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Owner relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities,
- 3 5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under this Charge, and
- 3 6 if the Owner is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property
- 4 All of the provisions of the Conditions shall be deemed to apply to this Charge as though they were set out here in full
- 5 If the title to the Property is registered at H M Land Registry, the Owner applies to the Chief Land Registrar to enter upon the register of title to the Property a non-standard restriction as follows
- no disposition of the registered estate by the proprietor of the registered estate is to be registered or completed by registration without a written consent signed by the proprietor for the time being of the Charge dated in favour of Bank of Scotland plc referred to in the charges register or their conveyancer or without a certificate signed by the conveyancer of the proprietor for the time being of the registered estate that the provisions of clause 6 of the Legal Charge dated in favour of Bank of Scotland plc have been complied with or that they do not apply to the disposition
- 6 The Owner must not, without BoS's prior written consent
- 6 1 enter into any Agreement for Lease or grant or permit the assignment of any Occupational Lease (save where this is granted pursuant to an Agreement for Lease or a licence to assign existing at the date hereof), nor
- 6 2 determine, vary or accept the surrender of any Lease Document, nor
- 6 3 permit the assignment of any Lease Document which also constitutes a new tenancy or assignation, nor
- 6 4 agree to any downward rent reviews in respect of any Lease Document,
- provided that the above restrictions shall not apply in relation to any Lease Document where the annual rent is less than £50,000 and which is for a term of 15 (fifteen) years or less
- 7 The Owner confirms that it has received a copy of the Conditions
- 8 This Charge shall take effect as a Deed
- 9 A person who is not a party to this Charge shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Charge
- 10 This Charge shall be governed by and construed in accordance with English Law
- 11 This Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

IN WITNESS this Charge has been executed as a Deed and delivered on the date at the top of this Charge

THE SCHEDULE

- (A) **"The Owner"** means Allied Lancaster Limited
Registered number 05415314
of 1 Great Cumberland Place, Marble Arch, London, W1H 7AL
- (B) **"Property"** means the freehold property known as King Street and Common
Garden Street, City Centre, Lancaster, LA1 1UP
registered at H. M Land Registry under Title Number LA711001

SIGNED as a Deed by

ALLIED LANCASTER LIMITED

acting by.

Director

Director/Secretary

OR

SIGNED as a Deed by

ALLIED LANCASTER LIMITED

acting by

Director

FOR AND ON BEHALF OF
SOVEREIGN DIRECTORS
LTD

in the presence of -

Witness signature

Address

62 FALMOUTH MEADOWS
DUBLAS, ISLE OF MAN IM2 2LW

Occupation

ADMINISTRATOR

SIGNED as attorney for BoS by

Signature

Name

Designation

Address of BoS for registration and service

**Bank of Scotland plc
Credit Fulfilment
Level 5
110 St Vincent Street
Glasgow
G2 5ER**

BANK OF SCOTLAND

LEGAL CHARGE

by

ALLIED LANCASTER LIMITED

AND

BANK OF SCOTLAND PLC

[NOTE: MD Reference removed separate RX1 required on registration]

I certify that this is a true copy
of the original

Signed  DWF

Print Name & Department **DANIELLE G'HARE**
BANKING

Dated 13 10. 14

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SIGNED as a Deed by

ALLIED LANCASTER LIMITED

acting by

Director.

Director/Secretary

OR

SIGNED as a Deed by

ALLIED LANCASTER LIMITED

acting by.

Director .

In the presence of -

Witness signature

.

Address

.

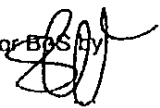
Occupation

SIGNED as attorney for BoS by

Signature

Name .

Designation


STEVEN KERR
Associate Director .

Address of BoS for registration and service

**Bank of Scotland plc
Credit Fulfilment
Level 5
110 St Vincent Street
Glasgow
G2 5ER**