

# MR01

## Particulars of a charge

042813 / 91



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

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 must be scanned and placed on the public record

THURSDAY



A08 02/05/2013 #155

COMPANIES HOUSE

### 1 Company details

Company number 07721321

Company name in full BCL Firmus Limited

→ **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 25/04/2013

### 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 Sara Moat & Martin Peacock as Trustees of the DM1  
Retirement Plan 1

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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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

The benefit of the indebtedness secured by a Charge by way of Legal Mortgage dated 25th April 2013 and made between BLC Firmus Limited and CSC Estates Limited in respect of 29 High Street, Princes Risborough, Bucks as registered at the Land Registry with Title Absolute under Title Number BM206211.

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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**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

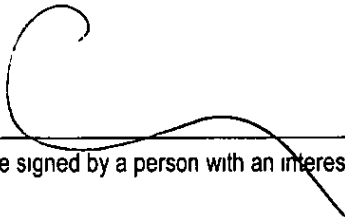
**Signature**

Please sign the form here

Signature

Signature

X



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 Penny Joshi

Company name CKET

Address

Post town

County/Region

Postcode

Country

DX DX 155120 HAMPSTEAD 5

Telephone 020 7431 7262



**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](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: 7721321

Charge code: 0772 1321 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th April 2013 and created by BCL FIRMUS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2013.

DX

Given at Companies House, Cardiff on 9th May 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Dated

25th April

2013

We hereby certify this to be  
A true copy of the original

**SUB-CHARGE OF A CHARGE**

given by

**BCL FIRMUS LIMITED**

in favour of

**SARA MOAT AND MARTIN PEACOCK AS TRUSTEES OF THE DM1 RETIREMENT PLAN 1**

CKFT Solicitors  
26-26 Hampstead High Street  
London NW3 1QA  
DX 155120 Hampstead 5  
Tel 020 7431 7262



IMPORTANT NOTICE: WE RECOMMEND THAT YOU TAKE INDEPENDENT LEGAL ADVICE  
BEFORE SIGNING THIS DOCUMENT

**SUB-CHARGE OF A CHARGE**

**THIS CHARGE** is made the 25th April **2013**  
**BETWEEN**

**(1) The Chargor** as hereinafter defined and

**(2) The Chargee** as hereinafter defined

**Definitions**

In this Charge the following words have the following meanings -

- Chargee:** **Sara Moat and Martin Peacock as Trustees of the DM1 Retirement Plan 1** whose address for service for the purposes of this Deed is at 1 Northumberland Avenue, London, WC2N 5BW
- Chargor:** **BCL Firmus Limited** (Company Number 07721321) whose address for service for the purposes of this Deed is at 1 Riverview, The Embankment Business Park, Heaton Mersey, Cheshire, SK4 3GN
- Chargor's Liabilities** all the Chargor's Liabilities to the Chargee of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another) together with the Chargee's charges and commission, Interest and Expenses
- Expenses:** all expenses (on a full indemnity basis) incurred by the Chargee or any Receiver at any time in connection with the Property, the Mortgage or the Chargor's Liabilities or in taking or perfecting this deed or in preserving, defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred
- Interest:** interest at the rate(s) charged to the Chargor by the Chargee from time to time
- Mortgage:** a mortgage of the Property dated 25 April 2013 and granted by the Mortgagor to the Chargor
- Mortgagor:** **CSC Estates Limited** of 65 Station Road, Chinnor, Oxfordshire
- Property:** 29 High Street, Princes Risborough, Bucks as registered with Title Absolute under Title Number BM206221
- Receiver:** any person who is appointed by the Chargee to be the receiver and manager of all or any part of the Property



**Required  
Currency**

the currency or currencies in which the Chargor's Liabilities are expressed from time to time

**1 Charge**

The Chargor covenants to discharge on demand the Chargor's Liabilities and as a continuing security for such discharge and with full title guarantee charges at law to the Chargee all principal, interest or other money now and in the future secured by the Mortgage together with the benefit of the Mortgage and any other security now and in the future held by the Chargor for the same indebtedness

**2 Repairs, alterations and insurance**

**2.1** The Chargor will procure that the Property is kept in good repair and condition and comprehensively insured on such terms as shall be to the Chargee's reasonable satisfaction for its full reinstatement cost and in default the Chargee (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property. The Chargor will deposit with the Chargee the insurance policy or, where the Chargee agrees, a copy of it

**2.2** The Chargor will procure that no alteration is made to the Property which would require planning permission or approval under any Building Regulations without the prior written consent of the Chargee

**2.3** The Chargor will hold in trust for the Chargee all money received under any insurance of the Property and at the Chargee's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Chargor's Liabilities

**3 Restrictions on charging, leasing, disposing and parting with possession**

**3.1** The Chargor will not, and will procure that no other party shall, without the Chargee's prior written consent:-

**3.1.1** create or permit to arise any mortgage, charge or lien on the Property or the Mortgage;

**3.1.2** grant or accept a surrender of any lease or licence of the Property, or

**3.1.3** dispose of or part with or share possession or occupation of or create any interest in the Property

**3.2** The Chargor applies, and agrees that the Chargee may apply, to the Chief Land Registrar for a restriction to be entered on the title register of the Property that no disposition of the registered charge dated 25 April 2013 referred to above is to be registered without a written consent signed by Sara Moat and Martin Peacock as Trustees of the DM1 Retirement Plan 1 of 1 Northumberland Avenue, London, WC2N 5BW

**4 Powers of the Chargee**

**4.1** Section 103 of the Law of Property Act 1925 shall not apply and the Chargee may exercise its power of sale and other powers under that Act or the Land Registration Act 2002 or any other Act or this deed at any time after the date of



this deed

- 4.2** The Chargee will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Chargee
- 4.3** Section 93(1) of the Law of Property Act 1925 shall not apply to this deed
- 4.4** In addition to any lien or right to which the Chargee may be entitled by law the Chargee may from time to time without notice and both before and after demand set off the whole or any part of the Chargor's Liabilities against any deposit or credit balance on any account of the Chargor with the Chargee (whether or not that deposit or balance is due to the Chargor)
- 4.5** Despite any term to the contrary in relation to any deposit or credit balance on any account of the Chargor with the Chargee that deposit or balance will not be capable of being assigned, dealt with, mortgaged or charged and will not be repayable to the Chargor before all the Chargor's Liabilities have been discharged but the Chargee may without prejudice to this deed permit the Chargor or make withdrawals from time to time
- 4.6** The Chargee may exchange or convert to the Required Currency any currency held or received
- 4.7** The Chargee may at any time assign, charge or otherwise dispose of, in whole or in part, the Chargor's Liabilities and the charge created by this deed or either or any part of them to any person

## **5 Power of Attorney**

- 5.1** The Chargor irrevocably appoints the Chargee and any Receiver and each one severally to be the attorney of the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed to sign or execute all deeds, instruments and documents or take, continue or defend any proceedings which may be required by the Chargee or any Receiver pursuant to this deed or the exercise of any of their powers or to exercise all or any of the powers, authorities and discretions conferred by this deed
- 5.2** The Chargor agrees to ratify and confirm anything done by the Chargee or any Receiver as the Chargor's attorney when exercising or purportedly exercising the powers conferred above

## **6 Appropriation**

- 6.1** Subject to clause 6.2 the Chargee may appropriate all payments received for the account of the Chargor in reduction of any part of the Chargor's Liabilities as the Chargee decides
- 6.2** The Chargee may open a new account or accounts upon the Chargee receiving actual or constructive notice of any charge or interest affecting the Property or the Mortgage. Whether or not the Chargee opens any such account no payment received by the Chargee after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Chargor's Liabilities outstanding at the time of receiving such notice



## **7 Preservation of other security and rights and further assurance**

- 7.1** This deed is in addition to any other security, present or future, held by the Chargee for the Chargor's Liabilities and shall not merge with or prejudice such other security or any contractual or legal rights of the Chargee
- 7.2** The Chargor will (at the Chargor's own cost) at the Chargee's request execute any deed or document and take any action required by the Chargee to perfect this security or further to secure on the Property and the Mortgage the Chargor's Liabilities

## **8 Memorandum and Articles of Association**

If the Chargor is a company the Chargor certifies that this deed does not contravene the Chargor's Memorandum and Articles of Association

## **9 Terms of the Mortgage**

The Chargor shall take all steps necessary to enforce the terms of the Mortgage

## **10 Waivers and Consents**

- 10.1** No failure by the Chargee to exercise, and no delay in exercising, any right or remedy under the charge created by this deed will operate as a waiver of any of them nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any of them or the exercise of any other right or remedy
- 10.2** Any waiver and any consent by the Chargee under the charge created by this deed must be in writing and may be given subject to any conditions

## **11 Indemnity**

The Chargor will indemnify and keep indemnified the Chargee against all actions, claims, losses and expenses which the Chargee or any agent of the Chargee may incur in connection with the Property

## **12 Payment of expenses**

The Chargor will on demand pay all Expenses

## **13 Notices**

- 13.1** Any notice or demand by the Chargee may be sent by post or fax or delivered to the Chargor at the Chargor's address last known to the Chargee or, if the Chargor is
- 13.1.1** a company, may be served personally on any of its directors or its secretary
- 13.1.2** a limited liability partnership, may be served personally on any of its members
- 13.2** A notice or demand by the Chargee by post shall be deemed served on the day after posting



- 13.3** A notice or demand by the Chargee by fax shall be deemed served at the time of sending

#### **14 Governing Law**

This deed shall be governed by and construed in accordance with English law

#### **15 Interpretation**


- 15.1** The expressions "Chargor" and "Chargee" where the context admits include their respective successors in title and assigns
- 15.2** If two or more persons are included in the expression "Chargor" then the use in this deed of the word "Chargor" shall be deemed to refer to such persons both together and separately and the Chargor's Liabilities shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Chargee of the other or others of them
- 15.3** References to "the Property" include any part of it
- 15.4** Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Chargee may select
- 15.5** Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected


#### **16 Interpretation**

- 16.1** A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**IN WITNESS** of which this Deed has been duly executed

**EXECUTED** as a Deed by the said **BCL FIRMUS LIMITED** acting under the authority of two Directors or one Director and its Secretary

  
Director

  
Director/Secretary