

MR01

Particulars of a charge

020928/0



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

☒ **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

This form must be delivered to the Registrar for registration with
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. Do not send the original

TUESDAY



A3KVSZH5

A16

18/11/2014

#380

COMPANIES HOUSE

1 Company details

Company number 0 8 1 5 8 6 8 2

Company name in full Beatus Property Limited

3

→ 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 0 3 9 9 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 Harpshaw Ltd (Company Number 3524874)

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

MR01

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

By way of legal mortgage all legal interest in freehold land known as Summit Care Services Ltd, Ty Brian, Salop Road, Wrexham, LL13 7AF

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


Peter L. Taylor LLB
SOLICITOR
128 Yorkshire Street
Rochdale

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 Peter L Taylor

Company name AST Hampsons Solicitors

Address 128 Yorkshire Street

Post town Rochdale

County/Region Lancashire

Postcode O L 1 6 1 L A

Country United Kingdom

DX 22810 Rochdale

Telephone 01706 653322



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: 8158682

Charge code: 0815 8682 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd November 2014 and created by BEATUS PROPERTY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th November 2014

DX

Given at Companies House, Cardiff on 21st November 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'

Give full name(s)

Complete as appropriate where the borrower is a company

Give full name(s)

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property WA937097
2	Property Freehold land known as Summit Care Services Ltd, Ty Brian, Salop Road, Wrexham LL13 7AF
3	Date 3rd November 14
4	Borrower Beatus Property Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 08158682 (for the avoidance of doubt on behalf of a loan made by the lender to Niall McGinnis) <u>For overseas companies</u> (a) Territory of incorporation (b) Registered number in the United Kingdom including any prefix
5	Lender for entry in the register Harpshaw Ltd <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 3524874 <u>For overseas companies</u> (a) Territory of incorporation (b) Registered number in the United Kingdom including any prefix
6	Lender's intended address(es) for service for entry in the register Bankside House Hadfield Street Dukinfield Cheshire SK16 4QX

We hereby Certify that this is a true copy of the original



Qualified Solicitors
ASTHA MOONS

28 17/11/14

Place 'X' in any box that applies

Add any modifications

Place 'X' in the appropriate box(es)

You must set out the wording of the restriction in full

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003

Insert details of the sums to be paid (amount and dates) and so on

7	The borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate No disposition of the registered estate by the registered proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated the 3rd day of November 2014 in favour of Harpshaw Ltd referred to in the charges register
9	Additional provisions 9.1 LPA - The Law of Property Act 1925 (as amended) CA1985 - Companies Act 1985 CA2006 - Companies Act 2006 The Borrower - means Beatus Property Ltd (for the avoidance of doubt on behalf of a loan made by the lender to Niall McGinnis) Event of Default - means non-payment of any sum secured under the provisions of this Legal Charge or payable under the Loan Agreement and/or any breach of the terms of this Legal Charge or the Loan Agreement Final Payment Date - 15th day of October 2016 Loan Agreement- means the loan offer agreement made between (1) the Lender and (2) Niall McGinnis (the Original Borrower) and dated the day of 2014 a copy of which is appended to this CH1 Payment Dates on the Sum Secured - 15th day of each month (see Loan Agreement) Sum Secured - the sum of £200,000 plus interest and costs in accordance with this legal charge and with the Loan Agreement. 9.2 In this Legal Charge, unless the context otherwise requires 9.2.1 references to any document being in the "agreed form" mean that document in the form agreed and, for the purposes of identification only, signed or initialled by or on behalf of the Borrower

and Lender,

- 9.2 2 references to a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the date of this agreement and any subordinate legislation made under the statutory provision before or after the date of this agreement, and in particular;
- 9.2 3 references to a person include individuals, bodies corporate, unincorporated associations, partnerships, joint ventures, trusts and government departments or agencies, and references to any of the same include the others;
- 9.2 4 the words "company", "body corporate", "subsidiary", "holding company", "subsidiary undertaking", "parent undertaking", "group undertaking" and "group" have the meanings set out in the CA1985 and the CA2006 (as appropriate), and
- 9 2 5 references to a company include any company or other body corporate, wherever incorporated or established,
- 9 2.6 references to the parties include their respective successors and assignees or transferees
- 9 3 References to Clauses or the Schedule are to clauses of, or the schedule to, this Legal Charge.
- 9.4 The Schedule forms an integral part of this Legal Charge and references to this Legal Charge include the Schedule to this Legal Charge
- 9.5 The headings to the Clauses are for convenience only and do not affect the construction or interpretation of this Legal Charge
- 9 6 The ejusdem generis rule of construction does not apply to this Legal Charge and accordingly the meaning of general words is not to be restricted by any particular examples preceding or following those general words.

9 7 Repair and Insurance

9.7.1 The Borrower shall

9 7 1 1 keep the Property insured against loss or damage by fire and other usual risks and such other risks as the Lender may require in the full amount of its insurable value in such name or names and in such offices as the Lender approves or at Lloyds

9 7 1 2 pay all premiums and money necessary to effect and keep up the insurance on the first day on which it ought to be paid.

9 7.1 3 have the interest of the Lender noted on the policy, and

9 7 1 4 if the Lender so requires deliver to the Lender the policy and the receipt for every premium payable in respect of it

9 8 If default is made at any time in keeping the Property in repair, effecting or keeping up insurance, or producing any policy or receipt to the Lender on demand, the Lender may put or keep the Property in repair, with power to enter upon the Property for that purpose but without in consequence becoming a mortgagee in possession, or may insure in any manner the Lender may think expedient All costs incurred by the Lender under this provision shall be deemed to be properly incurred by the Lender

9 9 All money received on any insurance whatsoever in respect of loss or damage to the Property, whether or not effected or maintained pursuant to this deed, shall be paid to the Lender or held in trust by the Borrower pending such payment to be applied in making good the loss or damage in respect of which the money is received or if the Lender so requires in or towards payment of the money for the time being secured by this deed

9.10 CONSOLIDATION

The restriction on the right of consolidating mortgage securities which is contained in section 93 of the Act shall not apply to this security

9.11 REPAYMENT

All money secured by this deed shall be payable on the Payment Dates and the Final Payment Date in accordance with the terms of the Loan Agreement Failing the payment of any installment of that money as and when it falls due, this security shall become immediately enforceable and the power of sale conferred upon mortgagees by the LPA shall become immediately exercisable without the restrictions contained in the LPA with respect to the whole or any part of the

Property as to the giving of notice or otherwise. In particular section 103 of the LPA shall not apply to this security. No purchaser from the Lender shall be entitled or required to enquire or shall be affected by notice as to whether demand has or has not been made.

9 12 INTEREST

Interest shall be payable in accordance with the provisions of the Loan Agreement.

9 13 LEASING AND SURRENDERS AND EASEMENTS

The Borrower shall not exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the LPA (or any substitution thereof) or by common law but the Lender shall be entitled to grant or accept surrenders of leases without restriction.

9 14 FURTHER ADVANCES

The Lender has the right to make and the Buyer has the right to receive further advances and any such further advances shall be included in the Sum Secured from time to time.

9 15 INDULGENCE

This security shall not be affected or prejudiced by the Lender:

9.15 1 holding or taking any other or further securities or guarantees from the Borrower,

9.15.2 varying, releasing, exchanging, enforcing or omitting or neglecting to enforce any such securities or guarantees or by varying, renewing or determining any credit, in each case either to the Borrower,

9 15 3 renewing bills of exchange, promissory notes or other negotiable instruments with the Borrower,

9 15 4 giving time for payment or granting any other indulgence to or making any other arrangement with or accepting any composition, from the Borrower, or any person or persons liable on any bills of exchange, promissory notes or other negotiable instruments or securities or guarantees held or to be held by the Lender, or

9.15.5 by any other act or thing that apart from this provision would or might afford an equitable defence to a surety.

9.16 POWER TO ENTER INTO MORTGAGE

The Borrower certifies that this mortgage does not contravene any of the provisions of the Memorandum or Articles of Association or other documents governing or comprising the constitution or incorporation of the

Borrower

9 17 DEMANDS

Any demand made by the Lender under this deed shall be in writing signed and may be served by leaving it at

or sending it through the post in a prepaid envelope addressed to the company, firm or person on whom the demand is to be made, at the address last known to the Lender as the registered or principal office or as the case may be place of business or abode of the Borrower, firm or person. A demand so served shall be effective, notwithstanding that it may later be returned undelivered, at the time it was so left or as the case may be at the expiry of 48 hours after it was posted excluding Saturdays, Sundays and Bank or Public Holidays.

9 18 Receivers Powers on Appointment

9 18.1 Statutory Powers

A Receiver shall have and be entitled to exercise all powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by the Insolvency Act 1986

9.18 2 Additional powers

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Borrower) to do every act and thing and exercise every power:

(a) which the Borrower would have been entitled to do or exercise if no Receiver had been appointed; and

(b) which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of the Property or for or in connection with the enforcement of the Encumbrances created by this deed or the realisation of the Property, and may use the name of the Borrower in connection with any exercise of such powers.

9 18.3 Exercise of powers by Lender

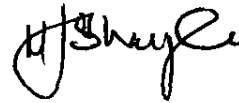
After the occurrence of an Event of Default and for so long as the same is continuing all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act 1986 may be exercised by the Lender whether or not the Lender goes into possession as mortgagee

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

Executed as a deed by Harpshaw Ltd acting by Mark Sharples a director in the presence of.

Signature



Director

Signature of witness

Name (in BLOCK CAPITALS) **Peter L. Taylor LLB**

Address **SOLICITOR
128 Yorkshire Street**

Executed as a deed by Beatus Rochdale Property Limited acting by a director in the presence of

Signature



Director

Signature of witness

Name (in BLOCK CAPITALS) **WHITFIELDS**

Address **MARION HOUSE
23/25 ELBOW LANE
FORMBY L37 4AB**

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.