



Registration of a Charge

Company name: **47A LIMITED**

Company number: **08446631**



X68P0I2Y

Received for Electronic Filing: **16/06/2017**

Details of Charge

Date of creation: **16/06/2017**

Charge code: **0844 6631 0004**

Persons entitled: **JAMES RICHARD O'SHAUGHNESSY AND GRACE ELIZABETH O'SHAUGHNESSY**

Brief description: **LAND AND BUILDINGS ON THE NORTH SIDE OF COLNE ROAD HUDDERSFIELD (WYK821062)**

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: **SIMONA ZVINGILAITE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8446631

Charge code: 0844 6631 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2017 and created by 47A LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th June 2017 .

Given at Companies House, Cardiff on 19th June 2017

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



Companies House



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

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

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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 HM 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.

1	Title number(s) of the property: WYK821062
2	Property: Land and buildings on the north side of Colne Road, Huddersfield
3	Date: 16 JUNE 2017
4	<p>Borrower: 47A Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 08446631</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register: James Richard O'Shaughnessy and Grace Elizabeth O'Shaughnessy</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

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

RIDLEY & HALL

LEGAL LIMITED

35 Market Street, Huddersfield HD1 2HL

DATED 16 JUNE

2017

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.

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.

6 Lender's intended address(es) for service for entry in the register:

2 Orchard Close, Kirkburton, Huddersfield, HD8 0ZF

7 The borrower with

☒ full title guarantee

☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☒ 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 proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge in favour of James Richard O'Shaughnessy and Grace Elizabeth O'Shaughnessy dated 16 June 2017 2017 referred to in the charges register or their conveyancer.

9.1 Definitions

The following definitions will apply:

Default Interest: 9% of the Secured Sum per annum payable in monthly instalments of £1,312.50.

Event of Default: any event or circumstances listed in clause 9.10.

Interest: 7% of the Secured Sum per annum payable in monthly instalments of £1,020.83.

Repayment Date: the date which is 2 months after the date of service of the Repayment Notice such notice not to expire before 16 June 2018 or after 15 June 2019.

Repayment Notice: written notice served by either party on the other specifying the Repayment Date

Security Period: from and including the date hereof ending on and including 15 June 2019.

Secured Sum: £175,000.

9.2 Loan

The Lender has agreed to lend the Secured Sum to the Borrower for the Security Period on the terms of this Charge.

9.3 Interest Payments

During the Security Period the Borrower will pay Interest on the first day of each month.

9.4 Repayment

- a) After 16 April 2018 either party can serve a Repayment Notice on the other and the Secured Sum will be repayable by the Borrower to the Lender on the Repayment Date.
- b) Following service of a Repayment Notice if the Borrower has not repaid the Secured Sum on or before the Repayment Date then the Borrower will thereafter pay the Default Interest on the first day of each month until the Secured Sum has been repaid in full.
- c) If neither party has served a Repayment Notice the Borrower will continue to pay Interest on the first day of each month and the Secured Sum will be repayable on 15 June 2019.
- d) If the Borrower has not repaid the Secured Sum on or before 15 June 2019 interest will accrue at the Default Interest rate until the Secured Sum has been repaid in full.
- e) The Borrower shall on demand pay the Secured Sum together with any Default Interest to the Lender on an Event of Default and the security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

9.5 Enforcement powers

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 12. Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

9.6 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender shall be concerned to enquire:

- a) whether any of the Secured Sum has become due or payable, or remain unpaid or undischarged;

- b) whether any power the Lender is purporting to exercise has become exercisable or is properly exercisable; or
- c) how any money paid to the Lender is to be applied.

9.7 Privileges

The Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

9.8 No liability as mortgagee in possession

The Lender shall not be liable by reason of entering into possession of the Property or for any other reason to account as mortgagee in possession in respect of all or any of the Property, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Property for which a mortgagee in possession might be liable as such.

9.9 Conclusive discharge to purchasers

The receipt of the Lender shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Property or in making any acquisition in the exercise of their powers, the Lender may do so for any consideration, in any manner and on any terms that it or he thinks fit.

9.10 Events of Default

Each of the events or circumstances set out in clause 9.10.1 to clause 9.10.6 is an Event of Default.

- 9.10.1 The Borrower fails to pay any sum payable by it under this Legal Charge when due unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three business days of its due date.
- 9.10.2 The Borrower fails to comply with any provision of the this Legal Charge and (if the Lender considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 14 days of the earlier of:
 - (a) the Lender notifying the Borrower of the default and the remedy required; and
 - (b) the Borrower becoming aware of the default.
- 9.10.3 Any representation, warranty or statement made, repeated or deemed made by the Borrower in, or pursuant to, this Legal Charge is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.
- 9.10.4 The Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material

part of its business.

9.10.5

- (a) The Borrower stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due.
- (b) The Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (excluding the Lender) with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties).
- (c) A moratorium is declared in respect of any Indebtedness of the Borrower.
- (d) Any action, proceedings, procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower; or
 - (ii) a composition, compromise, assignment or arrangement with any creditor of the Borrower; or
 - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets.
- (e) The value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities).
- (f) Any event occurs in relation to the Borrower that is analogous to those set out in clause 18.5(a) to clause 18.5(e) (inclusive) in any jurisdiction.
- (g) clause 18.5(d) shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised. The ending of any moratorium referred to in clause 18.5(c) shall not remedy any Event of Default caused by that moratorium.

9.10.6

A distress, attachment, execution, expropriation, sequestration or other analogous legal process is levied, enforced or sued out on or against the Borrower's assets and is not discharged or stayed within 21 days.

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

Signed as a deed by
47A LIMITED acting by
a Director in the presence of:
in the presence of:

Director

Witness Signature:

Print name:

Address:

Occupation:

Signed as a deed by

JAMES RICHARD O'SHAUGHNESSY

in the presence of:

Witness Signature:

Print name:

Address:

Occupation:

Signed as a deed by

GRACE ELIZABETH

O'SHAUGHNESSY

in the presence of:

Witness Signature:

Print name:

Address:

Occupation:

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.

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

Signed as a deed by

47A LIMITED acting by

a Director in the presence of:

in the presence of:

Director

Witness Signature:

Print name:

Address:

Occupation:

Signed as a deed by

JAMES RICHARD O'SHAUGHNESSY

in the presence of:

Witness Signature:

Print name: **JULIE EVANS**

Address:

Schofield Sweeney LLP
72 New North Road
Huddersfield
HD1 5NW

Occupation:

Signed as a deed by

GRACE ELIZABETH

O'SHAUGHNESSY

in the presence of:

Witness Signature:

Print name: **JULIE EVANS**

Address:

Schofield Sweeney LLP
72 New North Road
Huddersfield
HD1 5NW

Occupation:

WARNING

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