In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

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 th instrument Use form MR

For further information, please refer to our guidance at

FRIDAY

R2M51WI0
RCS 29/11/2013 #226
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration 21 days** beginning with the day after the date of creation of the ch delivered outside of the 21 days it will be rejected unless it is acco court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record

1 Company details

For official use

Company number	0 8 5 1 7 4 8 2
Company name in full	1 REO PROPERTIES LIMITED

→ **Filling 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	d 1 5 m 1 1 y 2 0 1 3

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	AUCTION FINANCE LIMITED
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 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

60 PRESCOT ROAD
FAIRFIELD
LIVERPOOL
MERSEYSIDE
L7 0JA

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**

8 Trustee statement ❶

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

☐

❶ 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

MR01
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: T. UNWIN
Company name: CHEESMAN + CO
Address: 3rd Floor Cotton Buildings
3/ North John Street
Post town: Liverpool
County/Region: Merseyside
Postcode: L2 3RK
Country: G
DX: 14138 LIVERPOOL
Telephone: 0151 258 1212

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

This form has been provided free of charge by Companies House

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8517482

Charge code: 0851 7482 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2013 and created by 1 RED PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2013.

DX

Given at Companies House, Cardiff on 4th December 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

LEGAL CHARGE (CORPORATE INCLUDING FLOATING CHARGE)

This is an important document You should take independent legal advice before signing and sign only if you want to be legally bound If you sign and the Lender is not paid you may lose the assets charged In the case of registered land this document and any priority agreement with any other lender will be a public document

THIS DEED OF LEGAL CHARGE ("this Legal Charge") dated 15th November 2013 is given by the Mortgagor to the Lender upon the terms set out below

Mortgagor

1 Red Properties Limited (Company Number 08517482) whose registered office is at 73 Salcott Road, London, SW11 6DF

Lender Auction Finance Limited of Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW

Property

60 Prescot Road, Fairfield, Liverpool, Merseyside, L7 0JA

registered with [freehold/~~leasehold~~] [title absolute] under the Title Number LA217881

1 The Mortgagor with full title guarantee charges the Property by way of legal mortgage and creates other charges all as set out in clause 1 of the Mortgage Conditions with the payment of all monies payable by the Mortgagor to the Lender as set out in the same clause

2 This Legal Charge incorporates the Mortgage Conditions set out below in the Schedule

3 The Lender is entitled but not obliged to make further advances and any further advances are secured by this Legal Charge

4 The Mortgagor agrees to pay all monies due to the Lender on demand including interest and other Liabilities secured in accordance with clause 1 of the Mortgage Conditions

This Legal Charge has been executed as a Deed by the undersigned on the above date

EXECUTED as a **DEED** by the **MORTGAGOR** acting by ~~two directors or~~ one director ~~and the secretary~~ in the presence of	NICOLA BAUZONE	Director Signature Director Name Date
	PAUL HOVHANNISYAN Laytons Solicitors LLP Level 5 ~~2 More London Riverside~~ London SE1 2AP Tel 020 7842 8000 Fax 020 7842 8080	Witness ~~Director/Secretary~~ Signature Witness ~~Director/Secretary~~ Name Date

Form of charge filed at HM Land Registry under reference MD1380A

I certify that this is a true and accurate copy of the original.

Name

Position Secretary

Date 19/11/13

Cuesman & Company
Solicitors
3rd Floor Century Buildings
31 North John St
Liverpool
L2 6RG

SCHEDULE

Mortgage Conditions

1 The Mortgagor with full title guarantee charges all legal estates or interests in the Property which belong to the Mortgagor now or in the future to the Lender by way of legal mortgage (subject to the rights of any prior mortgagees) as a continuing security for the payment and discharge to the Lender of the Liabilities

2 The Mortgagor further charges to the Lender

- i by way of equitable mortgage (a) all equitable interests in the Property which now or may at any time in the future belong to him (b) any shares or membership rights which the Mortgagor holds in any company or association connected with the Property and (c) the goodwill of the Mortgagor relating to the business carried on at the Property, in each case with the payment of the Liabilities (but without prejudice to the validity of the legal charge on any legal estate or interest), and
- ii by way of floating charge, all the undertaking, property, assets and rights of the Mortgagor (present and future) wherever situate not effectively mortgaged or charged pursuant to clauses 1 and 2 i

3 The Mortgagor authorises the Lender to correct any incorrectly completed name or address and to insert the relevant date in this Legal Charge and/or the correct title number of the Property against its description for the purpose of identifying the Property and/or the registration of this Legal Charge as a registered charge

4 The Mortgagor further covenants with the Lender and agrees and declares as follows -

- i the Mortgagor will keep the Property insured with a reputable EU insurance company approved by the Lender against all risks for its full reinstatement value including site clearance and architects fees and with the interest of the Lender noted and authorises the Lender to claim on behalf of the Mortgagor and to give a good and valid receipt to the insurers for any monies receivable under such policy of insurance In default the Lender may effect such insurance as it sees fit at the expense of the Mortgagor and any sums paid under this clause shall be repayable to the Lender by the Mortgagor on demand,
- ii the Mortgagor will make payment of all insurance premiums as and when the same shall become due and on demand by the Lender deliver copies of the policies of such insurance and receipt for each premiums paid,
- iii the Mortgagor will hold in trust for the Lender any monies received under such policies of insurance and will apply the same towards payment and discharge of the Liabilities,
- iv the Mortgagor will protect, put and keep the Property and its fixtures and fittings in good repair and condition and not do anything which will devalue them and shall not make any structural alterations without the Lender's consent,
- v the Mortgagor shall not without the previous written consent of the Lender grant or accept a surrender of a lease, tenancy or licence in respect of the Property or any part of it or part or share with possession of it or any part of it,
- vi the Mortgagor shall send to the Lender forthwith a copy of any notice or demand, which affects or may affect the Property or his possession or use of it, served on him by any local authority or any other person or both,
- vii the Mortgagor shall perform each and every obligation required to be fulfilled by the Mortgagor in any Credit Agreement,
- viii the Mortgagor shall observe and perform all obligations (including restrictive covenants and payment of any rent or rent charge) for the time being affecting the Property,
- ix the Mortgagor shall observe and perform all obligations, restrictions and requirements which for the time being apply to the Property its use or occupation, whether imposed by English or EU law or regulation or by any other public or local authority or utility company and including any environmental regulation, code of practice or guidance issued by any UK or EU authority, government or agency,
- x the Mortgagor shall not do or omit to do anything which might make it more difficult or expensive to insure the Property or which could invalidate any insurance on the Property
- xi Where the Security is or includes any land, buildings or other real Property that benefits from or is the subject of an application for planning permission at any time during the term of the loan the Borrower hereby agrees as a condition of this loan proceeding to -
  - a develop the relevant property to the satisfaction of the Lender and in accordance with the timescales and conditions attached to the relevant planning permission ("the Works"),
  - b notify the Lender of all progress in connection with the Works including all planning related matters and to disclose to the Lender all documentation, notices (rent or received), correspondence, details of any meetings that relate to the Works or any ongoing planning application that in any way affects or relates to the Security The Borrower hereby waives any professional legal privilege in respect of the same,
  - c notify the Lender in writing of the action the Borrower is taking in relation to the Works at least 12 months (or as soon as possible after drawdown of the loan if there is less than 12 months available) prior to the lapse of any timescales connected to/triggering the relevant planning permission that authorises the Works,
  - d procure warranties in relation to the Works and in particular the standard of workmanship in favour of the Lender in a form acceptable to the Lender from any third party employed or consulted in connection with the Works,
  - e procure that in any third party contract associated with the Works the Lender has appropriate step in rights enabling the Lender to enforce any obligations owed by the Borrower as a party to such third party contracts in a format acceptable to the Lender,
  - f abide and cooperate with the Lender and abide by the Lender's decisions and directions in respect of all planning related and development matters connected with the Works or any part of the Security,
  - g abide by the Lenders directions in respect of the appointment, ongoing work and supervision of the Lender's surveyor who shall at the Lender's sole discretion oversee and review all matters connected to the Works on the Lenders behalf The Borrower agrees that the Lender's surveyor's appointment and any work undertaken by him is to be at the Borrower's cost on a full indemnity basis,
  - h without prejudice to any other cost of indemnity by the Borrower to the Lender the Borrower is to indemnify the Lender in all respects of all costs associated with the Works, any planning or development matters associated with the Security of the ongoing progress of the Works as the Lender sees fit,
  - i agree any further condition that the Lender sees fit to impose during the term of the loan in connection with the Works or the Security

5 In any case where the Property consists of registered land the Lender applies for a restriction to be entered on the Proprietorship Register in the following terms

"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 dated in favour of the Lender referred to in the charges register" and to the extent that the Lender's security shall fail to take effect by way of Legal Charge it shall take effect as an Equitable Charge, in which case,

- i by signing this Agreement the Borrower agrees to the registration of an agreed notice for the purpose of protecting the Lender's interest and to an entry in form N of Schedule 4 of the Land Registration Rules 2003 and,
- ii The Borrower authorises the Lender to sign any application for the registration of an agreed notice on behalf of the Borrower

6 Where this Legal Charge is not a first mortgage the Mortgagor shall comply with the terms and conditions of his first mortgage on the Property and shall use his best endeavours to obtain the consent of the first mortgagee to the registration of this Legal Charge at the Land Registry

7 If this or any other mortgage is in arrears the Lender may repay any prior mortgage in part or in its entirety and may agree any sums involved in doing so, any such agreement to be conclusively binding on the Mortgagor All money spent in doing so (including all costs and disbursements on an indemnity basis) shall be added to the Liabilities and shall bear interest at the Rate

8 Subject to clause 9, the Lender may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Liabilities as the Lender decides

9 The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property Whether or not the Lender opens any such account no payment received by the Lender 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 Liabilities outstanding at the time of receiving such notice

SCHEDULE (CONTINUED)

10 The statutory power of sale shall arise on the execution of this Legal Charge but without the restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 and shall become exercisable if and when the Lender makes a demand in writing for payment under this Legal Charge or if and when the Mortgagor fails to observe or perform any of the covenants or provisions contained in this Legal Charge or any order is made for the compulsory purchase or requisition of the Property or any prior mortgagee exercises any of its powers or institutes proceedings to enforce its security or if the Mortgagor became unable to pay his debts or has a trustee appointed in respect of any of his Assets or enters into an arrangement with creditors or has a petition or order for bankruptcy brought or made against him or a receiver, administrator, administrative receiver or liquidator is appointed over all or any part of the Mortgagor's assets

11 If the Lender shall enter into possession of the Property or of the rents and profits, it shall do so without being liable to the Mortgagor as mortgagee in possession

12 If the Lender takes possession of the Property as a result of default by the Mortgagor it may act entirely at its own discretion as to the time and manner of sale and may if it wishes grant or accept surrenders of leases of the Property, whether at a rent, without any premium or otherwise, and it may deal with part only of the Property or with different parts in different ways

13 If the Lender takes possession of the Property it may sell or otherwise deal with any furniture or goods which the Mortgagor has left there as the Mortgagor's agent and at the Mortgagor's expense but without liability to the Mortgagor for any damage or loss arising The Lender shall retain the net proceeds of sale on a separate account for the Mortgagor This clause shall not give the Lender any such right as would make this Legal Charge a bill of sale

14 We are not obliged to consider a request by you for a partial release of the Security involving the release of any particular Property, or part of the Property prior to the full and final redemption of the Liabilities However, at our absolute discretion, we may consider a request by you to release a particular Property or part of the Property from the Security The terms of such partial release of the Security are to be dictated at our absolute discretion and are to include such costs of us as we see fit in dealing with your request including the costs of any further valuations we desire and our legal fees

15 If the Mortgagor fails to do anything which he is required to do by this Legal Charge, the Lender may at its discretion remedy the failure and recover its costs of undertaking the same

16 The Lender may under the hand of any official or manager or by deed appoint or remove a receiver or receivers of the Property ("Receiver") and may fix and pay the fees of a Receiver but any Receiver shall be deemed to the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts, defaults and remuneration

17 All or any of the powers conferred on a Receiver by clause 18 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment

18 Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint Receivers may be exercised jointly or severally

- i to take possession of and generally manage the Property,
- ii to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment,
- iii to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land,
- iv to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with and dispose of the Property without restriction,
- v to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor,
- vi to take, continue or defend any proceedings and enter into any arrangement or compromise,
- vii to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bond issuer,
- viii to employ advisers, consultants, managers, agents, workmen and others and purchase or acquire materials, tools, equipment, goods or supplies;
- ix to borrow any money and secure the payment of any money in priority to the Liabilities for the purpose of the exercise of any of his powers,
- x to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property

19 If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove, store, sell and/or dispose of any such property The Receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Lender to the Mortgagor

20 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925

21 The Mortgagor by way of security irrevocably and jointly and severally appoints the Lender and any Receiver(s) appointed by the Lender to be his attorney to take any action which the Mortgagor is obliged or authorised to take under this Legal Charge or any Credit Agreement including signing and executing such instruments and documents or issue or defend any proceedings which may be required by the Lender pursuant to this Legal Charge or the exercise of its powers and the Mortgagor ratifies and confirms whatever any attorney does or purports to do as a result of this appointment in good faith

22 This Legal Charge is in addition to any other security (present or future) held by the Lender for the Liabilities and shall not merge with or prejudice such security or any other contractual or legal rights of the Lender

23 The Mortgagor shall at his own expense take whatever action the Lender may require (a) to make effective or protect any security intended to be created by this Legal Charge or (b) to facilitate the realisation of the Property or any other asset charged by this Legal Charge or the exercise of any right, power or discretion required by the Lender or any Receiver in connection with the Property or other charged assets

24 Any Mortgagor who is not the legal owner of the Property and to whom section 30 or 31 of the Family Law Act 1996 (the "Act") applies

- i releases to the Lender his rights of occupation under section 30 in respect of the Property,
- ii agrees with the Lender that the charges created by this Legal Charge shall rank in priority to the charge created under section 31,
- iii postpones to the rights of the Lender any statutory registration of such rights arising under the Act which may have been made prior to the registration of this Legal Charge

25 Any notice or demand to the Mortgagor under this Legal Charge shall be sufficiently served if it is sent by post or courier in a stamped addressed envelope to the Mortgagor at the home or business address of the Mortgagor (or any one or more of the persons constituting the Mortgagor) last known to the Lender or at the Property and proof of posting shall be deemed proof of service at 12 noon on the day following the day of posting provided first class mail or special delivery service or courier delivery is used or on the next day following if such services are not used

26 This security shall not be considered satisfied or discharged by any intermediate payment or the satisfaction of the whole or any part of the Liabilities but shall constitute a continuing security to the Lender (notwithstanding any settlement of account or other matter or action whatsoever) in respect of the Liabilities

27 The powers conferred upon the Lender by this Legal Charge are in addition to all statutory and other powers conferred upon mortgagees

28 The Lender may from time to time waive any breach of this Legal Charge or grant any time or indulgence to the Mortgagor without affecting the Lender's rights, powers or remedies

29 The floating charge created by clause 2ii is intended to be a qualifying floating charge as defined by paragraph 14 of Schedule B1 to the Insolvency Act 1986 (inserted by section 247 and schedule 16 to the Enterprise Act 2002)

30 The Lender shall from time to time by notice in writing to the Mortgagor convert any floating charge created by this Legal Charge into a fixed charge in respect of the Assets which are specified by such notice Any such floating charge shall automatically be converted into a fixed charge in respect of all the Assets if the Mortgagor ceases to carry on business or to be a going concern or if any voluntary arrangement or other moratorium or compromise with the Mortgagor's creditors, or any class of them, is proposed or put into effect, but so that this clause shall not apply to any Assets situated in Scotland

31 This Legal Charge shall be governed by and construed in accordance with English law

32 In this Legal Charge -

i the expressions "Mortgagor" and "Lender" where the context admits include their respective successors in title and assignees,

ii if two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to each such person both together and separately and the Mortgagor's obligations under this Legal Charge shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Lender of the other or others of them,

iii references to "Mortgagor" include any of the persons named as such on the front page of this Legal Charge, whether or not he owns a legal or equitable interest in the Property,

iv references to "Property" include any part of it and "Property" includes all covenants and rights affecting or concerning the same and all fixtures and fittings and (where the Property is leasehold) includes the term comprised in any extended lease which may be granted to the Mortgagor pursuant to the Leasehold Reform Act 1967 and any rights which the Mortgagor may have in respect of the Property under the Leasehold Reform, Housing and Urban Development Act 1993 or the Common hold and Leasehold Reform Act 2002,

v "regulated agreement", "partly regulated agreement" and "unregulated agreement" have the meanings ascribed to them in the Consumer Credit Act 1974 and the regulations under such Act and "Credit Agreement" means any such agreement with the Mortgagor (or any of them),

vi "Liabilities" means all monies (whether principal, interest, expenses or otherwise) due to the Lender by the Mortgagor (whether as principal, surety or otherwise) now or from time to time including all costs, liabilities and expenses properly suffered or incurred by the Lender in connection with this Legal Charge or any loan to the Mortgagor or any Credit Agreement and the enforcement of any rights of the Lender against the Mortgagor and interest on all such amounts at the Rate,

vii "Rate" means (in the case of unregulated agreements) the higher of 5% above the base rate for the time being of the Bank of Scotland or the highest rate payable under any Credit Agreement and (in any other case) the highest rate of interest payable under the relevant Credit Agreement,

viii "Assets" means all the property, assets, contractual and other rights and undertaking of the Mortgagor, wherever these are located and whether present of future,

ix 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,

x the masculine gender includes the feminine gender and the singular includes the plural and vice versa, headings shall not affect the interpretation of each provision,

xi references to statutes or regulations include references to any re-enactment, modification or replacement of them and to any regulations or Statutory Instruments made under them