

00090123

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

MR01

Particulars of a charge



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable
Please see 'How to' in the last page

✓ 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 which is not
instrument. Use form MR02 for

SATURDAY



ABW6U0J5* Companies House
A14 28/01/2023 #231
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 09158778
Company name in full TRI-CORE DEVELOPMENTS LIMITED

For official use

→ 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 27/01/2023

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 WHYTELEAFE MANAGEMENT SERVICES LTD

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.

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.

Brief description

A charge over the freehold land and buildings thereon known as The Jubilee, Jubilee Terrace, York YO26 4YU, registered with H M Land Registry under title number NYK117074.

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.

☐

^①This 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

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
Pamela O'Brien

Company name
Redbird Conveyancing Ltd

Address
Office 5 Market Chambers, Market Place
Ramsbottom Lancashire

Post town
Ramsbottom

County/Region
Lancashire

Postcode
B L O 9 A J

Country

DX

Telephone
01706 281016



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

HM Land Registry

Legal charge of a registered estate

CH1

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

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.

Enter the overseas entity ID issued by Companies House for the borrower pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: NYK117074
2	Property: The Jubilee, Jubilee Terrace, York YO26 4YU
3	Date: 27th January 2023
4	Borrower: Tri-Core Developments Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09158778 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

CERTIFIED as a
true copy of the original

Redbird Conveyancing
Date: **27/1/23**

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.

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.

5 Lender for entry in the register: **Whyteleafe Management Services Ltd**

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix: **08115450**

For overseas companies

(a) Territory of incorporation:

(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

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

15/143 Ben Boyd Road, Neutral Bay, NSW 2089, Australia and michaellerner@hotmail.co.uk

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 the written consent of the proprietor for the time being of the Charge dated *27 January 2023* in favour of the Lender referred to in the Charges Register

9 Additional provisions

(1) The Property stands charged with the amounts owed by the Borrower to the Lender including interest and costs as detailed in an Agreement ("the Agreement") made on even date hereof between The Lender (1) and the Borrower (2) ("the Debt")

(2) In addition to the statutory covenants implied by law the Borrower covenants with the Lender as follows:-

(a) To pay and discharge to the Lender on demand all monies and obligations and liabilities of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another) which now are or shall at any time hereafter be due owing or incurred to the Lender by the Borrower

(b) To keep all Buildings comprised in the Property from time to time and all their appurtenances in good and substantial repair

(c) To repay to the Lender the Debt on or before one month from the date hereof which shall be the Redemption Date and the statutory power of sale hereunder as hereby varied or extended

shall be deemed to arise on that date PROVIDED THAT if the Borrower makes the interest payments to the Lender set out in the Agreement and observes and performs all other obligations in the Agreement the Lender shall accept payment of the Debt and the interest on it as set out in the Agreement

(d) If payment of the Principal Sum is not made twelve months from the date hereof to pay to the Lender as from that date the further interest and costs thereon until the payment thereof as detailed in the Agreement.

(e) To keep the Property and the fittings and fixtures therein insured against all risks normally covered by a householders comprehensive policy in the full value thereof for the time being in an insurance office of repute and to procure that a note of the Lender's interest is endorsed on the said Insurance Policy PROVIDED THAT if the Borrower shall at any time fail to insure the Lender may do all things needed to effect the same insurance cover.

(f) Not to do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice the said Insurance Policy.

(g) In the case of destruction or damage by any such risk to layout the monies received in respect of such insurance in rebuilding or reinstating the Property and to make out of the Borrower's own money any deficiency.

(h) To produce the policy of such insurance and a receipt for the last premium paid thereon to the Lender at any time on demand.

(3) Without prejudice to the generality of the provisions of that clause the Borrower's liability under clause 2(a) hereof will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

(a) the contemplation and institution of all proceedings and other action in connection with the enforcement preservation and protection of the security constituted by this deed;

(b) the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed;

(c) the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender;

(d) any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this deed or associated with it;

(e) any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower;

(f) the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of this security;

(g) the legal costs of the Lender in relation to the drafting of this document and the Loan Agreement; all disbursements required to be paid in relation to this document and the Loan Agreement including, but not limited to, all costs in relation to the continuation of this matter until the Loan has been repaid in full and this charge has been removed from the Register of the Title to the Property, together with the cost of any notice that has been served upon the Borrower under the terms of the terms of this document or the Loan Agreement

(4) The powers of sale and of appointing a receiver applicable to this deed shall become immediately exercisable by the Lender without the necessity of its giving notice to the Borrower in that behalf at any time or times after the happening of any of the following events:-

(a) If the Borrower shall commit any act of insolvency

(b) If the Borrower shall fail to perform and observe any of their obligations hereunder or under the Agreement.

(5) Section 103 of the Law of Property Act 1925 does not apply to the security constituted by this deed.

(6) The Borrower shall not at any time, except with the prior written consent of the Lender:

(a) create, purport to create or permit to subsist any security on, or in relation to the Property other than any security created by this deed or any security already in existence at the date hereof;

(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property; or

(c) create or grant (or purport to create or grant) any interest in the Property in favour of a third party other than any interest already in existence at the date hereof.

(7) Neither the Lender nor any Receiver shall 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 part 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 part of the Property for which a mortgagee in possession might be liable as such.

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.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

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.

10 Execution

EXECUTED as a Deed by The Borrower
acting by [a director and its secretary] [two directors]

Signature of Director: _____

Signature of [Secretary][Director]: _____



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9158778

Charge code: 0915 877 8 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th January 2023 and created by TRI-CORE DEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th January 2023 .

Given at Companies House, Cardiff on 31st January 2023



Companies House



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