

130435/13

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

MR01

Particulars of a charge

Oyez

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
an 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 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**

THURSDAY



A46ESETN

A19 30/04/2015 #82
COMPANIES HOUSE

1 Company details

Company number 0 9 4 4 7 1 9 0
Company name in full A AND P PROPERTY DEVELOPMENTS LTD



For official use

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 2 1 0 4 2 0 1 5

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 THEAKSTON ESTATES 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 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

The freehold property known as Unit H8 Home Farm, Windlestone, County Durham

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



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

Sonia Hunter

Company name

Blackett Hart & Pratt LLP

Address

Westgate House

Faverdale

Post town

Darlington

County/Region

Co Durham

Postcode

D L 3 0 P Z

Country

Co Durham

DX

69285 Darlington 6

Telephone

01325 466794

**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: 9447190

Charge code: 0944 7190 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st April 2015 and created by A AND P PROPERTY DEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th April 2015

DT

Given at Companies House, Cardiff on 8th May 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

HM LAND REGISTRY

DISTRICT . DURHAM - DARLINGTON
TITLE NUMBER . DU256178 (part)
PROPERTY : Unit H8 Home Farm Windlestone County Durham

THIS LEGAL CHARGE dated 21st April 2015
is made between -

- (1) A AND P PROPERTY DEVELOPMENTS LTD (CRN. 9447190) whose registered office is at 80 Victoria Road, Darlington DL1 5JG ("the Borrower") and
(2) THEAKSTON ESTATES LIMITED (CRN 1558281) of Southlands, The Avenue, Eaglescliffe, Stockton on Tees, TS16 9AS ("the Lender")

NOW IT IS AGREED as follows-

1. Interpretation

In this Deed except where the context requires otherwise -

1.1 the following expressions have the following meanings:-

- 1.1.1 "Act" Law of Property Act 1925,
1.1.2 "Act of Insolvency" any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Borrower; or
the making of an administration order in relation to the Borrower, or
the appointment of an administrator in relation to the Borrower; or
the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Borrower; or
the voluntary winding-up in respect of the Borrower except a winding-up for the purpose of amalgamation or reconstruction

I hereby certify this to be a true and accurate copy of the original

Signed KSCOTT BPLAW
Blackett Hart & Pratt LLP

Blackett Hart & Pratt LLP
Solicitors
Westgate House, Faverdale
Darlington DL3 0PZ
Tel 01325 466794

of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies, or
the making of a winding-up order in respect of the Borrower, or
the striking-off of the Borrower or any guarantor from the Register of Companies, or
the Borrower otherwise ceasing to exist (but excluding where the Borrower or any guarantor dies), or

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a Borrower or guarantor incorporated or domiciled in such relevant jurisdiction

1 1 2	"Event of Default"	any of the events mentioned in Clause 6 1,
1 1 3	"Property"	the freehold property described in the Schedule hereto and every part of it,
1 1 4	"Receiver"	includes any person(s) appointed as receiver by the Lender under this Deed;
1 1 5	"Secured Amounts"	the moneys and liabilities which the Borrower covenants herein to pay and all costs and damages for breach of any such covenant,
1 1 6	"Security Interest"	any mortgage charge pledge lien right of set off or any security interest whatsoever,
1 1 7	"Principal Sum"	£109,250 00 (One Hundred and Nine Thousand Two Hundred and fifty Pounds)
1 1 8	"Payment Date"	10 th December 2015
1 1 9	"Interest Rate"	4% per year above the base lending rate of Barclays Bank Plc or such other Bank as the Lender may from time to time nominate in writing to the Borrower

1 1 10 "Security Period" the period starting on the date of this Deed and ending on the date on which all sums due under this Legal Charge have been paid

- 1 2 reference to the Borrower and the Lender includes persons deriving title under them respectively,
1 3 reference to the Property includes all rights and interests in the same and all buildings structures fixtures (including trade fixtures) and all fixed plant and equipment for the time being thereon,
1 4 reference to any document (including this Deed) shall be construed as a reference to that document as from time to time supplemented or varied,
1.5 reference to any statute shall include any statutory modification or re-enactment thereof

2. Covenant for Repayment

- 2 1 The Borrower covenants to pay to the Lender on the Payment Date the Principal Sum
2 2 The Borrower further covenants with the Lender to pay on demand all costs charges and expenses incurred by the Lender after the date of this deed in connection with this Charge together with interest from the date on which such payment or payments become due until actual payment at the Interest Rate and all other moneys and liabilities which may now or at any time hereafter become due owing or payable to the Lender under the provisions of this Charge
2.3 If any sums due to be paid by the Borrower to the Lender are not paid when they are due then the Interest Rate shall be 5% above the base lending rate of Barclays Bank plc (or such other Bank as the Lender may from time to time nominate in writing to the Borrower) for the period when such payments become due until actual payment

3. Legal Charge

- 3 1 The Borrower charges the Property with full title guarantee by way of legal mortgage in favour of the Lender for the payment and discharge of the Secured Amounts
3 2 The Borrower applies to the Chief Land Registrar for the registration against the registered title of the Property of a restriction that except under an order of the Registrar no disposition or dealing by the registered proprietor is to be registered without the consent of the Lender or its conveyancer

4. General Covenants

- 4 1 The Borrower covenants with the Lender
4 1 1 not to create or allow any Security Interest which ranks in priority to or pari passu with the charge in this Deed or (except with the prior written consent of the Lender which consent shall not be unreasonably withheld or delayed) any Security Interest which will rank after such charge,

- 4 1 2 except with the prior written consent (which consent shall not be unreasonably withheld or delayed) of the Lender not to sell lease licence or otherwise dispose of the Property or cause or permit any right over the Property to be acquired by any third party,
- 4 1 3 to maintain an insurance policy against fire and other risks in respect of the Property and any buildings thereon or in the course of construction thereon and in respect of any liability to any third party arising out of the building works or any plant machinery materials or other items kept on the Property by the Borrower and to supply a copy of the insurance policy and proof of payment of the premium to the Lender upon request and if required to request on endorsement of the Lender's interest upon the policy
- 4 1 4 punctually to pay all premiums in respect of such insurance and to hold any insurance monies received upon trust to apply them either in reinstating the damage suffered or as the Lender may require in or towards discharging the Secured Amounts,
- 4 1 5 punctually to pay all governmental municipal or other taxes duties rates and outgoings payable with reference to the Property and to comply with all covenants and all statutory and other requirements affecting the Property,
- 4 1 6 generally not to do anything to lessen the value of the Lenders interest in the Property
- 4 2 if the Borrower fails to comply with any obligation to the Lender under this Deed the Lender shall have power but shall not be obliged on behalf of the Borrower or otherwise to take such action as it considers appropriate to remedy or mitigate the consequences of such failure without thereby becoming liable as a mortgagee in possession

5. The Lenders Powers

- 5 1 Section 103 of the Act shall not apply to this Deed which shall be immediately enforceable and all statutory powers of mortgagees shall arise on execution of this Deed and be exercisable at any time after an Event of Default
- 5 2 The powers conferred by the Act are hereby extended to authorise the Lender to do anything which the Borrower could do in relation to the Property and in particular to exercise any of the powers mentioned in clause 6 4

6. Receiver

6 1 Events of Default

An Event of Default shall have occurred if -

- 6 1 1 the Borrower fails to pay the Principal Sum on the Payment Date or
- 6 1 2 the Borrower fails to pay to the Lender all the Secured Amounts immediately, or
- 6 1 3 the Borrower fails to comply with any of its other obligations under this Deed provided that if capable of remedy the Lender shall first have given not less than fourteen days notice requiring its remedy, or

- 6 1 4 the Borrower is deemed unable to pay his debts within the meaning of the Insolvency Act 1986, or
- 6 1 5 the Borrower enters into any arrangements or composition with or any assignment for the benefit of his creditors, or
- 6 1 6 any event or series of events whether related or not occurs which would be likely materially and adversely to affect the ability of the Borrower to perform its obligations to the Lender; or
- 6 1 7 an Act of Insolvency occurs.

6.2 Appointment

The Lender may by writing or by deed appoint (and thereafter remove or substitute) any person or persons to be receiver of the Property at any time after an Event of Default or if so requested by the Borrower. If more than one person is appointed they may act and exercise all their powers together or separately.

6.3 Capacity and Remuneration

The Receiver shall be the agent of the Borrower which alone shall be responsible for his acts and defaults and liable on any contracts entered into or adopted by him. His remuneration may be fixed by the Lender but shall be payable by the Borrower alone but shall in any event form part of the Secured Amounts.

6.4 Powers

Insofar as statute permits any Receiver (even though not an "administrative receiver" as defined in the Insolvency Act 1986) shall have the following powers -

- 6 4 1 all powers specified in the Insolvency Act 1986,
- 6.4 2 all powers conferred on a mortgagee in possession or receiver by the Act,
- 6 4 3 to grant or surrender any lease of the Property on any terms without being subject to the limitations in sections 99 and 100 of the Act,
- 6.4 4 to maintain alter improve or develop the Property and sever one part from any other,
- 6 4 5 on such terms as he may think fit to acquire any property assets or rights which he considers desirable for the improvement or realisation of the Property,
- 6 4 6 to redeem or compromise any Security Interest ranking prior to or pari passu with this Deed,
- 6 4 7 generally to do anything in relation to the Property which he may consider expedient as if he were the sole legal and beneficial owner of it.

7. Application of Proceeds

All monies arising from the exercise of the powers of the Receiver or the Lender (subject to any prior claims) shall be applied in the following order and Sections 109(6) and (8) of the Act shall not apply -

- 7 1 all monies raised or borrowed and all costs charges expenses and liabilities paid or incurred by the Receiver in the exercise of his powers,
- 7 2 the remuneration of the Receiver,
- 7 3 the Secured Amounts, and
- 7.4 the claims of those entitled to any surplus

8. Protection of Third Parties

- 8 1 No person dealing with the Lender or the Receiver shall be concerned to enquire whether any power has arisen become exercisable or is being validly exercised
- 8 2 The receipt of the Lender or the Receiver shall be an absolute discharge and the payer shall not be obliged to see to the application of monies paid to them

9. Protection of the Lender and Receivers

- 9 1 Neither the Lender nor the Receiver shall be liable to the Borrower in respect of any loss or damage arising out of the exercise or the attempted purported or failure to exercise any of their respective powers
- 9 2 Entry into possession of the Property shall not render the Lender or the Receiver liable to account as mortgagee in possession nor prevent the Lender at any time going out of such possession
- 9 3 The Borrower further covenants with the Lender (even if no Event of Default shall have occurred) upon demand to execute at the Lender's own cost any document or do any act or thing which may perfect or improve the charge intended to be created by this Deed or facilitate the exercise of any of the Powers of the Lender or the Receiver

10. Expenses and Indemnity

The Borrower further covenants with the Lender to -

- 10 1 to pay the reasonable and proper fees and disbursements of the Lenders Solicitors properly and all other costs and expenses incurred by the Lender in relation to the discharge of this Legal Charge
- 10 2 reimburse or pay and indemnify the Lender and the Receiver against all costs charges expenses losses and liabilities incurred by the Lender or the Receiver in connection with the exercise or purported exercise of any of their powers under or the enforcement or preservation of this Deed or because of any breach by the Borrower of any of its obligations to the Lender; and
- 10 3 pay all value added or similar tax payable on all monies payable under this Deed

11. Power of Attorney

The Borrower irrevocably appoints the Lender and the Receiver jointly and also severally to be his attorney (with full power of substitution) on behalf of the Borrower and in his name or otherwise to execute any document or do any act or thing which the Lender or the Receiver may in their absolute discretion consider appropriate in the exercise of any of their powers or which the Borrower is obliged to the Lender to execute or do whether under this Deed or otherwise

12. Examination of Property

The Borrower shall permit the Lender and any persons appointed by it to enter the Property at all reasonable times to view its state and condition and to enable the Lender to exercise its rights under clause 4.2

13 Further Provisions

- 13.1 If any provisions of this Deed become invalid or unenforceable under any law the validity and enforceability of the remaining provisions shall not be affected in any way
- 13.2 The Lender may assign all or any of its rights under this Deed
- 13.3 All notices shall be delivered by hand or sent by first class post or facsimile to the recipient's address as set out in this Deed or to such other address in Great Britain as may be substituted
- 13.4 Notices shall be deemed to have been received on the next business day after posting and if delivered or sent by facsimile on the day of delivery if a business day or if not the next business day
- 13.5 This Deed is governed by and shall be construed in accordance with the Law of England and Wales
- 13.6 A third party (being any person other than the Borrower, the Lender and any Receiver) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this legal mortgage

14. Release

On the expiry of the Security Period, the Lender shall, at the request of the Borrower, take whatever action is necessary to release the Property from the security constituted by this Charge

IN WITNESS whereof this Deed has been executed on the date specified above

THE SCHEDULE

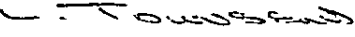
(The Property)

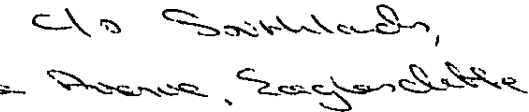
ALL THAT freehold land and buildings known as Unit H8 Home Farm Windlestone County Durham more particularly described and comprised in a Transfer of even date with this Legal Charge made between the Borrower (1) and the Lender (2)


SIGNED as a Deed by **A AND P PROPERTY DEVELOPMENTS LTD** acting by one Director in the presence of -


Director

Witness 

Name 

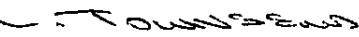
Address 
The Avenue, Eaglescliffe

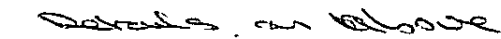
Occupation 
Office Manager

SIGNED as a Deed by **THEAKSTON ESTATES LIMITED** acting by one Director in the presence of -



Witness 

Name 

Address 
Details as above

Occupation