

MR01

Particulars of a charge

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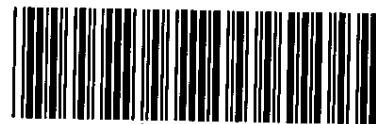
Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on 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 when the charge is
instrument. Use form MR02.

WEDNESDAY



A10 07/03/2018 #133
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 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 1 0 2 6 4 7 9 6

Company name in full Elite Property Acumen Ltd

3 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 2 3 0 2 2 0 1 8

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 Julie Tennant

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.

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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

25 Somerset Street, Silksworth SR3 1BS

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

Shahar (DMA LAW)

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 John Sheehan

Company name DMA Law

Address 4 High Chare

Post town Chester-le-Street

County/Region County Durham

Postcode D H 3 3 P X

Country

DX 60254 Chester-le-Street

Telephone 0191 388 7041

**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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10264796

Charge code: 1026 4796 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2018 and created by ELITE PROPERTY ACUMEN LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th March 2018.

Given at Companies House, Cardiff on 13th March 2018




Companies House



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

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

Signed.....
DMA LAW 23-02-2018

DMA LAW
DX 60254
CHESTER-LE-STREET

(1) JULIE TENNANT

and

(2) ELITE PROPERTY ACUMEN LIMITED
And
ROB BLUNDELL AND NAOMI PEYTON JONES

COMMERCIAL LOAN AGREEMENT

Catherine Allison & Co.
Solicitors
15A Margaret Street
Newry, Co. Down
BT34 1DE Northern Ireland
Ref: CA/JC/TEN0010005

COMMERCIAL LOAN AGREEMENT

This Agreement is made on the 23rd FEBRUARY 2018 between:

(1) JULIE TENNANT of 335 Monks Walk, Buntingford, Hertfordshire, SD9 9EA, England ("the Lender");

- (2) **ELITE PROPERTY ACUMEN LIMITED (No 10264796)** having its registered offices at **Swallow House, Parson Road, Crowther, NE37 1EZ**
ROB BLUNDELL and NAOMI PEYTON JONES of **ELITE PROPERTY ACUMEN LIMITED, 2nd Floor Office, 13-14 Northumberland Place, Teignmouth, Devon, TQ14 8BZ, England**("the Borrowers");

Recitals:

- (A)The Borrowers will purchase or have purchased the property known as **25 Somerset Street, Silksworth, Sunderland, SR3 1BS** comprised in Land Registry Title **TY22934** in the name of **Elite Property Acumen Limited ("the Company")** of which **Rob Blundell and Naomi Peyton Jones** are **Director and Shareholder** respectively and they have entered into this Agreement as Borrower to give personal security as Guarantor to the Lender and the Company (which Company is owned by **Rob Blundell and Naomi Peyton Jones**) are the registered owners of the said property (hereinafter referred to as "**the Property**").
- (A)The Lender is willing to make available to the Borrowers a loan in the principal amount of **£50,000** (Fifty thousand Sterling Pounds) on the terms and subject to the conditions of this Agreement.
- (A)The Parties wish to record in writing the terms and conditions of the agreement.
- (A)The individuals, namely **Rob Blundell and Naomi Peyton Jones** have joined on this Agreement personally to guarantee the said Loan repayment as they are both **Directors and Shareholders of the Company**.

It is agreed:

1. Interpretation

- 1.1 "**Agreement**" means this Loan Agreement;
- 1.1 "**Charge**" means the Restriction between the Lender and the Borrowers referred to in clause 9 of this Agreement;
- 1.1 "**Commencement Date**" means **14th February, 2018** being the date the funds are released to the Borrower or their solicitors, notwithstanding the Signature Date; or as such other day the lender agrees in writing.
- 1.1 "**the Company**" means **Elite Property Acumen Limited, (Company No 10264796)**;
- 1.1 "**Event of Default**" means any of the events of default referred to in clause 9 of this Agreement;
- 1.1 "**Final Repayment Date**" means **18th February, 2019** being twelve calendar months after the commencement date;
- 1.1 "**Loan**" means the total principal amount outstanding from time to time and any interest which accrued in terms of this Agreement;

- 1.1 **"Parties"** means the parties to this Agreement and **"Party"** will be construed accordingly;
- 1.1 **"Property"** means the property situate at 25 Somerset Street, Silksworth, Sunderland, SR3 1BS, England comprised in Title No TY22934 and such definition shall include reference to **"the Property"**;
- 1.1 **"Repayment Date"** means the dates as per Schedule 3.1 and Schedule 3.2 attached herewith;
- 1.1 **"Signature Date"** means the date on which the Party signing it last in time signs this Agreement;
- 1.1 **"Site Valuation"** means the independent monitoring quantity survey and valuation provided by the Borrowers.
- 1.1 **"Total Facility"** means the total principal and any outstanding interest amount which might have accrued in aggregate in terms of this agreement;
- 1.1 **"Valuation Report"** means any report or valuation requested at any time in writing by the borrower or lender.
- 1.1 In this Agreement, except to the extent that the context otherwise requires or as otherwise expressly stipulated:
- 1.16.1 words denoting any one gender include all other genders and words denoting the singular will include the plural and *vice versa*;
- 1.16.2 a reference to a **"clause"** and a **"Schedule"** is a reference to a clause of or Schedule to this Agreement;
- 1.16.3 headings are for ease of reference only and will not affect the interpretation of this Agreement.
- 1.17 When any payment falls due or any other obligation falls to be performed on a Saturday, Sunday or a day on which banks are not open for the transaction of normal business in the United Kingdom, then such payment will be made, or such obligation performed, on the next succeeding day on which banks are open for the transaction of normal business in the United Kingdom;

2. Loan

- 2.1 The Lender agrees to lend to the Borrowers, upon the terms and conditions of this Agreement, an amount of £50,000 (Fifty Thousand Sterling Pounds);
- 2.2 The Borrowers shall apply the Loan towards the completion of the purchase and/or the refurbishment of the Property and/or for such other purpose as the Lender may approve in writing from time to time.

- 2.3 The Borrower, namely, Elite Property Acumen Limited and Rob Blundell and Naomi Peyton Jones, will be jointly and severally liable for the Loan herein notwithstanding that the title to the Property is in the name of the Company and the individuals Rob Blundell and Naomi Peyton Jones hereby guarantee repayment of the Loan on the Repayment Date.

3. Drawdown

- 3.1 The Lender will make the loan funds available for drawdown on 19th February 2018.
- 3.2 The Lender will not be obliged to make the payment under clause 3 if between the *Commencement Date and the Signature Date* an Event of Default has occurred or is continuing to occur or in the Lender's sole discretion is likely to occur.

The Lender may require that the Property Valuation or Valuation Report of the Property is updated at any time prior to the repayment of the Loan.

4. Conditions precedent

4.1 This Agreement is conditional upon:

- 4.2 The execution by the Borrowers and delivery to the Lender of the Restriction in an agreed format to procure registration at the Land Registry of a Restriction on the title to the Property and a solicitor's undertaking from the Borrower's Solicitors to register this within thirty (30) days of completion.
- 4.3 Further, if called upon to do so, to validly execute and to register a Debenture against the Company at the CRO office in the UK in the format required by the Lender within 21 days of such request.
- 4.4 In the event that the conditions in clause 4.1 above are not satisfied this Agreement shall terminate and cease to be of effect and none of the Parties shall have any liability or claim against any other Party under or pursuant to the provisions of this Agreement.

5. Interest

- 5.1 The Loan shall bear interest at a simple annual rate of 10% from the Commencement date to the Repayment Date on the Loan of £50,000 Sterling. Interest will apply to all sums as they are drawn down which will be the date that funds are released to the Borrower and/or the Borrower's solicitors.
- 5.2 In the event that the Loan is not repaid by the Repayment Date, it will bear interest at a default rate of a simple annual rate of 15% from the day after the Repayment Date to the Final Repayment Date.
- 5.3 Interest charged in terms of this clause 5 will be calculated quarterly on the principal amounts

drawn down and will be payable on the Repayment Date, the date which the Loan is prepaid if applicable, or the date when the Loan is repaid after the Repayment Date should it be in default.

- 5.4 If at any time the Total facility exceeds 65% of the turnkey value of the Property, the Borrower undertakes to pay to the Lender such sums as are required in order to bring the Total Facility down to a level of 65% of the turnkey value of the Property.

6. Repayment

6.1 The Loan together with accrued interest and any other amount owing pursuant to this Agreement will be repaid in full as per Schedule 3.1 and Schedule 3.2 on the Repayment Date(s), or the Final Repayment Date if applicable, or any date prior to these dates should the Loan be prepaid in terms of clause 7 below, to the Lender's Solicitors client account at First Trust Bank, Hill Street, Newry, County Down, Northern Ireland, Sort Code: 93-83-78, Account Number: 81274123, such bank account of which the Lender will provide details in writing to the Borrower by no later than one business day before the Repayment Date or such date on which it receives notice from the Borrowers of their intention to prepay the Loan.

6.1 All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If a Party to this Agreement is compelled to make any such deduction, it will pay to the receiving Party such additional amounts as are necessary to ensure receipt by the receiving Party of the full amount which that party would have received but for the deduction.

7. Prepayment

The Loan, together with accrued and unpaid interest, or any part thereof may be prepaid by the Borrowers at any time after the date which is six months from the commencement date. There is a minimum interest payment of £5,000 Sterling regardless of the early payment date.

8. Events of default

In the event that:

- 8.1 The Borrowers fail to pay any sum under this Agreement when due, or the Borrowers are in material breach of any other provision of this Agreement;
- 8.1 An administration order is made in relation to the Borrowers or the Company, or a receiver or manager or administrative receiver is appointed of the Borrower or the Company, or any of the assets of the Borrower or the Company, or the Borrower or the Company enters into liquidation or any like events take place in relation to the Borrower or the Company in the jurisdiction of their registration, domicile or residence;
- 8.3 The Borrowers or the Company is or is deemed to be insolvent or unable to pay its debts and/or are declared bankrupt and/or enters into an Insolvency Arrangement with Creditors;

8.4 The Borrowers or the Company is in default under any other financial obligation to any other person; or

8.5 The Borrowers or the Company ceases to carry on business;

then the Loan will become repayable immediately on demand by the Lender and the security referred to in clause 9 will become immediately enforceable.

8.6 Any representation or warranty given by the Borrower to the Lender is or becomes incorrect including the representation that the Market Value of the Property as at the date hereof is £38,000 as per the valuation provided by RICS's Surveys Home Buyer Report dated 25th January, 2018 with reinstatement value of £98,000.

9. Security

9.1 As security for the obligations of the Borrowers under this Agreement the Borrowers agree to procure the charging of the Property outlined in Schedule 1 hereto in the manner detailed therein in favour of the Lender as ongoing security until such time as the Loan has been repaid in full.

9.2 The Charge referred to in clause 9.1 above shall be in the form set out at Schedule 1 to this Agreement

9.3 In exercise of its security, the Lender shall have the rights afforded to it by the Charge including but not limited to electing to sell or otherwise dispose thereof without notice to the Borrowers and hereby grants an irrevocable power of attorney to the Lender to do all such things and sign all such documents as may be required to so dispose of the Property and transfer full title thereof in order to give effect to its security.

9.4 The security constituted by the Charge shall be continuing and shall not be considered as satisfied or discharged by any intermediate repayment or prepayment of any part of the Loan or any other matter or thing whatsoever including the insolvency liquidation or administration of the Borrowers and shall be binding until the Loan has been unconditionally and irrevocably paid and discharged in full. Once repaid in full the Lender will file any discharge of the Charge/Restriction registered at the Land Registry within fourteen (14) days of receipt of full repayment.

9.5 Upon and after the acquisition of the Property by the Borrowers the Property will not be charged in favour of any party other than the Lender, and that the Property will not be encumbered in any way whatsoever nor will they during the term of this Agreement be made subject to any encumbrance other than the Charge.

9. Fees and costs

By signing this Agreement, the Borrowers guarantee that the following charges will be paid:

10. Legal fees of £1,200 plus VAT and outlays paid to the Lender's solicitors. This fee is payable on

the Commencement Date and will be deducted from the Loan advance and an invoice shall be provided addressed to the Lender payable by the Borrower

11. Representations and Warranties

You represent warrant and undertake to us, on the date of your acceptance of this letter and on each date that the Loan is available or outstanding (with reference to the facts and circumstances then existing), as follows:

- 11.1 The Borrowers and the Company is duly Incorporated and a validly existing individual or entity existing under the law of England and Wales and has/have power to carry on business as now carried on, to own and develop the Property and/or sell the Property and all other of your assets and borrow this facility;
- 11.2 this Agreement and the Charge (i) constitute your legal valid and binding obligations in accordance with their respective terms, (ii) have been duly authorised and executed by you and (iii) do not and will not breach in relation to a Borrower as a Limited Company your memorandum and articles of association or any agreement or obligation by which you are bound or violate any applicable law;
- 11.3 your obligations under this letter are your unconditional and unsubordinated obligations and rank at least with all other of your unsecured and unsubordinated indebtedness;
- 11.4 the Restriction referred to in the Schedule to this Agreement constitutes (or will when executed constitute) a valid security over the Property;
- 11.5 there are no pending or to your knowledge (after due and careful enquiry) threatened actions or legal proceedings affecting you which may have a material adverse effect on your business, assets or financial condition;
- 11.6 you are not in breach of or in default under any agreement or obligation relating to (or analogous to) financial indebtedness;
- 11.7 no event or circumstance referred to in clause 8 has occurred and is continuing;
- 11.8 your latest audited/unaudited financial statements give a true and fair view of your affairs and fairly present your financial position and your results and operations as at and for the period ended on the date up to which those financial statements were prepared and there has been no material adverse change in your business, assets or financial position since that date;
- 11.9 all factual information supplied to us in contemplation of this facility was true as at its date and did not omit anything material to be known by any proposed lender to you, no change has occurred since the date of the information already supplied which renders it untrue or misleading and all projections and statements of belief and opinion given by you to us were made in good faith after due and careful enquiry;
- 11.10 you have good and marketable title to all your assets including without limitation the Properties; and you will answer the Lender's solicitor's reasonable queries as to procure that the Restriction and/or Charge is duly registered at the Land Registry within 28 days of the

date on which the Loan is first advanced to you under this Agreement and you will provide a solicitor's undertaking to this effect on completion;

11.11 You will not permit any third party to use the Property other than those persons as are required for works of construction the Property or tenants.

11.12 You confirm and warrant that the Market Value of the Property as at the date hereof is £38,000 Sterling as per the valuation provided of RICS Surveys Home Buyer's Report dated 25th January, 2018 with reinstatement value of £97,000.

12 Undertakings

So long as the Loan is available or outstanding:

12.1 You will not without our prior written consent (which may in our absolute discretion be given or withheld or given subject to any condition or conditions):

12.1.1 except as contemplated by this Agreement, create or extend or permit to subsist any further encumbrance (being any mortgage, charge, pledge, lien, assignment, security interest, title retention arrangement or other encumbrance) over the Property. It being agreed that the Borrower intends to use the funds herein for the auction purchase of the Property without first charge at a price of £42,000 plus costs and the Borrower intends to refurbish and sell on the Property. The Borrower will seek prior approval before any other charge is created over the Property and the Lender can refuse such consent if there is a considered risk to the Lender's security.

12.1.1 except from your shareholders and under this facility, borrow or raise any money or incur credit or give any guarantees indemnities or other assurances against financial loss; consent cannot be held unreasonably and will not be required if Loan to Value is at the time of borrowing 65% or lower.

12.1.1 grant or agree to grant any lease, licence or other interest in or right to occupy the Property or any part of it or agree to any amendment, waiver, surrender, subletting, parting with possession of or rent review in respect of the Property or any part of it; or

12.1.1 make or permit any material amendment or addition to or variation of the Property other than in accordance with development proposals agreed by us

12.1.1 sell the Property or any part of it without prior agreement on sale price and net proceeds undertaking to be provided to the Lender.

12.1 you will obtain maintain and comply with all statutory consents;

12.1 you will promptly inform us of any event or circumstance referred to in clause 8 and of anything of which you become aware which, with the giving of notice or lapse of time or otherwise, might result in any such event or circumstance; and

12.1 you will provide us with all such information, documentation, evidence of identity and do all

such things as we may reasonably require to comply with all relevant anti-money laundering regulations and legislation.

13. General

14.1 The agreement shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive Jurisdiction of the English and Welsh Courts.

14.2 All notices in relation to this Agreement will be delivered by prepaid registered mail to the Parties at their addresses stated above.

14.3 This Agreement constitutes the full agreement between the Parties and no alteration to it will be valid unless in writing signed by or on behalf of all the Parties.

14.4 No waiver of any right under this Agreement will be effective unless reduced to writing and signed on behalf of the party intending to make such waiver.

14.5 The Borrowers agree to indemnify the Lender on a full indemnity basis against any costs incurred by the Lender to enforce the terms of this Agreement, both before and after judgement.


This Agreement has been entered into on the date stated at the beginning of this document.

SIGNED SEALED AND DELIVERED

BY

JULIE TENNANT


Executed for and on behalf of:

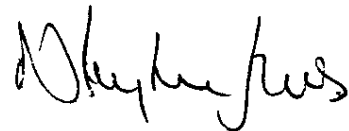

MATTHEW RANDLE

25 LINDSAY AVENUE
HITCHIN, SG4 9JA

ELITE PROPERTY ACUMEN LIMITED, by:
Director / Authorised signatory





MATTHEW RANDLE



25 LINDSAY AVENUE
HITCHIN, SG4 9JA

SIGNED SEALED AND DELIVERED
BY

ROB BLUNDELL


MATTHEW RANDLE

25 LINDSAY AVENUE
HITCHIN, SG4 9JA


SIGNED SEALED AND DELIVERED

BY

NAOMI PEYTON JONES

Naomi Peyton Jones

Matthew Randle

MATTHEW RANDLE

25 LINDSAY AVENUE
HITCHIN, SG4 9JA

SCHEDULE 1

Form of Restriction

Restriction in the form attached to be registered on the freehold of the Property situate at 25 Somerset Street, Silkworth, Sunderland, SR3 1BS, England comprised in Land Registry Title Number TY22934.

and

a Debenture and Charge registered in the U.K. Companies Office against Elite Property Acumen Limited if so requested.

SCHEDULE 2 .1

Interest Repayment Schedule

The Borrowers must pay the interest due on the Loan from the Commencement Date.

Schedule 2.2

Capital Sum Repayment Schedule

The Borrowers must pay the Capital Sum due twelve (12) calendar months from the Commencement Date.

(1) JULIE TENNANT

and

**(2) ELITE PROPERTY ACUMEN LIMITED
And
ROB BLUNDELL AND NAOMI PEYTON JONES**

COMMERCIAL LOAN AGREEMENT

Catherine Allison & Company
Solicitors
15a Margaret Street
Newry, Co. Down
Northern Ireland
Ref: CA/JC/TEN0010005