

MR01

Particulars of a charge



Companies House



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 where there is no
instrument. Use form MR02

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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
scanned and placed on the public record. **Do not send the original**



A17 *A7HRSH80* #18
01/11/2018
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 1 0 6 1 4 6 2 7 ✓

Company name in full Penstar Developments Limited ✓

0012 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 d 3 d 0 m 1 m 0 y 2 y 0 y 1 y 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 Penstar Developments Limited Pension Scheme ✓

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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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

4 Council House
Bytham Road
Creeton
Grantham
NG33 4PY

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).

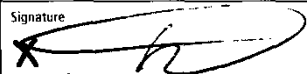
9

Signature

Please sign the form here.

Signature

Signature



MARK SCOTNEY AS SOLICITOR FOR
PENSTAR DEVELOPMENTS LIMITED

This form must be signed by a person with an interest in the charge.

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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 **Mark Scotney**

Company name **Double & Megson**

Address **11 Market Place**

Post town **Market Deeping**

County/Region **Lincolnshire**

Postcode **P E 6 8 E A**

Country

DX **11451 Market Deeping**

Telephone **01778 341494**



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: 10614627

Charge code: 1061 4627 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th October 2018 and created by PENSTAR DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2018.



Given at Companies House, Cardiff on 8th November 2018



Companies House



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

Land Registry

Legal charge of a registered estate

We hereby certify this to be
a true copy of the original
Double & Megson



Double & Megson
11 MARKET PLACE
MARKET DEEPING
Nr. PETERBOROUGH
LINCS, PE6 8EA
☎ (01778) 341494

CH1

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

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property: LL215049
2	Property: 4 Council House, Bytham Road, Creeton, Grantham NG33 4PY
3	Date: 30 October 2018
4	Borrower: Penstar Developments Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10614627 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: Andrew Ferguson and Whitehall Trustees Limited as trustees for the Penstar Developments Limited Pension Scheme <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of Incorporation: (b) Registered number in the United Kingdom including any prefix:

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

6	<p>Lender's intended address(es) for service for entry in the register:</p> <p>Andrew Ferguson of Heath House, Church Street, Carlby, Stamford, PE9 4NB and Whitehall Trustees Limited of 41 Greek Street, Stockport, Cheshire SK3 8AX</p>
7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>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 charged dated 30th October 2018 in favour of Andrew Ferguson and Whitehall Trustees Limited referred to in the Charges Register</p>
9	<p>Additional provisions</p> <p>1. The Lender shall lend the sum of one hundred and fifty-seven thousand pounds (£157,000) ("the Loan") to the Borrower receipt of which is hereby acknowledged by the Borrower.</p> <p>2. The Borrower agrees, acknowledges and covenants with the Lender to repay the Loan in full on the earlier of either:-</p> <p>(i) the disposal of the Property which shall include the sale of the Property or the grant of any lease in excess of seven years</p> <p>(ii) the Borrower being able to raise the capital to pay the Loan without a sale</p> <p>(iii) the Borrower becoming insolvent within the meaning of the Insolvency Act 1986</p> <p>(iv) the Borrower breaching any provision of, or fails to perform any of the obligations under the terms of this charge and the loan agreement annexed hereto ("the Agreement")</p> <p>3. The Borrower agrees, acknowledges and covenants with the Lender to pay interest on the Loan from the date hereof in accordance with the Agreement hereto entered into between the Lender and Borrower</p> <p>4. The Borrower covenants with the Lender as set out in this clause:-</p> <p>(i) the Borrower will keep all buildings, fixtures and</p>

fixtures, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition

- (ii) the Borrower will ensure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names, and against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time approve in writing and make all payments required for this purpose when they become due
- (iii) the Borrower will punctually pay and indemnify the Lender against all rents, rates, taxes levies, assessments, impositions and outgoings whatsoever which may be or may become imposed upon or payable in respect of the Property or any part of it
- (iv) the Borrower must not without the previous consent in writing of the Lender grant any lease or tenancy of the Property or any part of it exceeding a fixed term of 12 months or otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it
- (v) the Borrower will observe and perform the terms of all conveyances, grants, assignments, transfers, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower and the Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of the terms of the documents referred to in this sub clause

6. The Borrower further covenants with the Lender to pay the Loan to the Lender 1 year from the date hereof (this date being the legal redemption date and when the power of sale arises)

7. The Lender acknowledges that they have received or have had the chance to receive independent legal advice on the provisions and implication of this charge and their obligations under it

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

Signed as a Deed by
**Penstar Developments
Limited** acting by a Director
in the presence of

Signature of Director

[Signature]

Signature of witness.....

Name (in BLOCK CAPITALS)..... **MARK SCOTNEY**

Address.....
 **Double & Megson**
11 MARKET PLACE,
MARKET DEEPING
Nr. PETERBOROUGH
LINCS, PE6 8EA
SOLICITORS ☎ (01778) 341494

Signed as a Deed by
Andrew Ferguson
in the presence of:-

Signature

[Signature]

Signature of witness.....

Name (in BLOCK CAPITALS)..... **MARK SCOTNEY**

Address.....
 **Double & Megson**
11 MARKET PLACE,
MARKET DEEPING
Nr. PETERBOROUGH
LINCS, PE6 8EA
SOLICITORS ☎ (01778) 341494

Signed as a Deed by
Whitehall Trustees Limited
acting by a Director
in the presence of

Signature of Director

[Signature]

Signature of witness.....

Name (in BLOCK CAPITALS)..... **AMY WHITEHOUSE**

Address..... **88 SEARNES ROAD, MIDDLETON**
MANCHESTER, M24 4JD

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.