



Registration of a Charge

Company name: **MAHARISHI AYURVEDA HEALTH CENTRE RENDLESHAM LTD**
Company number: **02763873**



X96QP4L6

Received for Electronic Filing: **08/06/2020**

Details of Charge

Date of creation: **01/06/2020**
Charge code: **0276 3873 0017**
Persons entitled: **GRAY COOPER TREADWELL**
Brief description: **ALL THAT PROPERTY KNOWN AS 3 PEACE PALACE GARDENS,
GARDENIA CLOSE, RENDLESHAM, WOODBRIDGE IP12 2HG AS IS
CURRENTLY REGISTERED AT HM LAND REGISTRY UNDER TITLE
NUMBER SK389901**
Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**
Certified by: **ANTHONY JOHN WHITTELLE HARDY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2763873

Charge code: 0276 3873 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st June 2020 and created by MAHARISHI AYURVEDA HEALTH CENTRE RENDLESHAM LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2020 .

Given at Companies House, Cardiff on 9th June 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

BARKER GOTELEE
- SOLICITORS -
41 Barrack Square, Martlesham Heath
IPSWICH IP5 3RF
01473 611211

We hereby certify this to be a true &
complete copy of the original document

Signed Barker Gotelee
Date 5/6/20

DATED 01 June 2020

LOAN AGREEMENT

between

GRAY TREADWELL

and

MAHARISHI AYURVEDA HEALTH CENTRE RENDLESHAM LIMITED
and ANTHONY J W HARDY

THIS AGREEMENT is dated01 June 2020

PARTIES

- (1) Gray Treadwell of 295B Wainui Road, Silverdale, Auckland 0992, New Zealand
(Lender)
- (2) MAHARISHI AYURVEDA HEALTH CENTRE RENDLESHAM LIMITED
(Company Registration Number 02763873) of 30 Gardenia Close Rendlesham
Woodbridge Suffolk IP12 2GX and ANTHONY J W HARDY of 30 Gardenia Close,
Rendlesham, Woodbridge, Suffolk, IP12 2GX (Borrower).

AGREED TERMS

INTERPRETATION

1.1 The definitions in this clause apply in this agreement.

Availability Period: the period from the date hereof to 5 June 2020.

Business Day: a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London.

Event of Default: means any event or circumstance as specified in clause 7

Loan: the sum of £25,000.00 (twenty-five thousand pounds)

Security Property: means 3 Peace Palace Gardens Gardenia Close Rendlesham Suffolk as the same as is currently registered at HM land Registry under title number SK389901.

THE LOAN

2.1 The Lender has made a loan of £25,000.00 under a loan agreement of 17 April 2020. The Lender now grants to the Borrower a further Loan on the terms and subject to the conditions, of this agreement.

2.2 The Lender is not obliged to monitor or verify how any amount advanced under this agreement is used.

DRAWING

3.1 The Borrower may call for the Loan in a single amount on any Business Day during the Availability Period. To do this, the Borrower shall give the Lender at least two Business Day's prior notice of the date on which the Borrower wishes to draw down the Loan specifying the amount of the proposed loan, the Business Day on which it is to be made and

the bank account to which payment is to be made.

3.2 Any part of the Loan not drawn down during the Availability Period will automatically be cancelled.

INTEREST

4.1 The Borrower shall pay interest on the Loan at the rate of 7% per annum.

4.2 Interest shall accrue daily and shall be rolled up and added to the outstanding principal amount of the loan and paid upon repayment of the loan.

REPAYMENT

5.1 The Borrower shall repay the Loan and accrued interest at the earliest of the following events:

- a. 30 April 2021;
- b. The sale of the Security Property;
- c. An Event of Default occurring.

5.2 If any payment becomes due on a day that is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day.

5.3 All payments made by the Borrower under this agreement shall be made in full, without set-off, counterclaim or conditions save as required by law.

5.4 Without any obligation on the Lender to do so, the Lender shall be entitled to allow the Borrower extended time to pay or grant any other indulgence to the Borrower without affecting any of the rights of the Lender in whole or in part.

5.5 The Borrower shall absorb any exchange rate risk between British Pounds and New Zealand Dollars and shall calculate the Loan and accrued interest in British Pounds but repay it in New Zealand Dollars at a minimum exchange rate of 2.06 (£1.00 = 2.06 NZD).

SECURITY

6.1 As continuing security for the payment and discharge of the Loan and all interest and other costs due under this agreement the Borrower shall grant with full title guarantee to the Lender a second fixed legal charge over the Security Property ('the Legal Charge').

6.2 The Legal Charge shall be in the attached form.

6.3 The security shall be immediately enforceable after repayment of the Loan becomes due.

6.4 After the security has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the time, in the manner and on the terms it thinks fit,

and take possession of and hold or dispose of all or any part of the Property.

EVENTS OF DEFAULT

7.1 Each of the following events, is an Event of Default:

- a. The Borrower fails to pay any sum payable under this agreement on its due date, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within 3 Business Days of the due date;
- b. the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Borrower;
- c. the making of an application for an administration order or the making of an administration order in relation to the Borrower;
- d. the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Borrower;
- e. the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Borrower;
- f. the commencement of a voluntary winding-up in respect of the Borrower, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- g. the making of a petition for a winding-up order or a winding-up order in respect of the Borrower;
- h. the striking-off of the Borrower from the Register of Companies or the making of an application for the Borrower to be struck-off;
- i. the Borrower otherwise ceasing to exist (but excluding where the Borrower dies); or
- j. the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Borrower.

COSTS

8.1 The Borrower shall pay on demand the Lender's legal costs and disbursements connected with the negotiation and completion of this agreement and the Legal Charge.

COMMUNICATIONS AND JURISDICTION

9.1 All communications between the parties about the Loan shall be in writing and delivered by hand or sent by pre-paid first class post to the address given by each party at

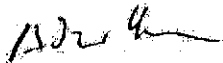
the top of this agreement and shall be deemed to have been received the following Business Day after posting provided it is not returned in the post undelivered.

9.2 This agreement shall be governed by, and construed and enforced in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.



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Signed by Lender



.....
Signed by Borrower