

MR01

Particulars of a charge

030170/23

Oyez



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

A fee is 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 MR08

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

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
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will
scanned and placed on the public record. Do not send the original

THURSDAY



A60U7XLD

A18

23/02/2017

#267

COMPANIES HOUSE

1 Company details

Company number 03087611

Company name in full Beechdale Homes Limited

For official use

27

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 17/02/2017

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 Colin Ward Parker and Norman Norris as trustees
for the time being of The Agnes May Parker Trust

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

Land at 53 Woodside, Longstanton, Cambridge, CB24 3BU forming part of 53 Woodside, Longstanton, Cambridge, CB24 3BU registered at HM Land Registry with title absolute under title number CB352058

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 Thomson Webb + Field 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

Company name

Thomson Webb & Corfield

Address

16 Union Road

Cambridge

Post town

County/Region

Postcode

C B 2 1 H E

Country

DX

5840 Cambridge

Telephone

01223 578070



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3087611

Charge code: 0308 7611 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2017 and created by BEECHDALE HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2017

Dx

Given at Companies House, Cardiff on 3rd March 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Land Registry

Legal charge of a registered estate

CH1

We hereby certify this to be a true copy of the original
Thomson Webb & Co., Solicitors, Cambridge

Date 21/02/17

Signature *Mc*

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.

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.

1	Title number(s) of the property.
2	Property Land at 53 Woodside, Longstanton, Cambridge, CB24 3BU shown edged red on the plan and forming part of 53 Woodside, Longstanton, Cambridge, CB24 3BU registered at HM Land Registry with title absolute under title number CB352058
3	Date: 17 th February 2017
4	<p>Borrower Beechdale Homes Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 03087611</p> <p><u>For overseas companies</u> (a) Territory of incorporation.</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register</p> <p>Colin Ward Parker and Norman Norris as trustees for the time being of The Agnes May Parker Trust</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix</p> <p><u>For overseas companies</u> (a) Territory of incorporation.</p> <p>(b) Registered number in the United Kingdom including any prefix</p>
6	<p>Lender's intended address(es) for service for entry in the register.</p> <p>Colin Ward Parker: 37 Codmore Crescent, Chesham, Buckinghamshire, HP5 3LZ</p> <p>Norman Norris: 215 Chartridge Lane, Chesham, Buckinghamshire, HP5 2SF</p>

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

7 The borrower with

- ☒ full title guarantee
☐ limited title guarantee

charges the property by way of first 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 written consent signed by Colin Ward Parker and Norman Norris or their conveyancer.

9 Additional provisions

9. DEFINITIONS AND INTERPRETATION

The terms defined in this clause have the meanings specified:

9.1 'The Deferred Consideration'

'Deferred Consideration' means £445,700.10 plus interest accruing on a daily basis from the date of completion in accordance with the Deed of Variation of Contract of even date made between the Lender (1) and the Borrower (2)

9.2 'Event of Insolvency'

'Event of Insolvency' means -

- a The Borrower being insolvent or unable to pay its debts as they fall due for payment, or
- b. The Borrower entering into any composition or arrangement with its creditors generally; or
- c An order being made or resolution is passed or any analogous proceedings are taken for the winding up administration or dissolution of the Borrower, or
- d. Any liquidator trustee in bankruptcy receiver administrative receiver administrator or similar officer is appointed over or in respect of the Borrower

9.3 Insurance Policy: each contract or policy of insurance effected or maintained by the Borrower from time to time in respect of the Property

9 4 'Repayment Date'

'Repayment Date' means the earlier of:-

- 16th* *TWC*
- a The *16th* day of *August* 2017 (six months), or
 - b the working day notified by the Borrower to the Lender that the Borrower is ready and willing to pay the Deferred Consideration to the Lender

9 5 'Receiver'

'Receiver' means any receiver or manager of all or any part of the Property appointed by the Lender

10. REPAYMENT

The Borrower shall pay the Deferred Consideration upon the Repayment Date

11. BORROWER'S COVENANTS

The Borrower covenants with the Lender as follows:

11 1 To

- (a) punctually pay or cause to be paid and keep the Lender indemnified against, all present and future rents, rates, taxes, levies, charges, duties, assessments, impositions and other outgoings assessed, charged or imposed upon or in respect of the Property and, when required, produce to the Lender proof of such payment,
- (b) ensure compliance with all laws, statutes, statutory instruments, regulations and by-laws for the time being in force and all notices, orders and requirements of any competent authority, and all directives and codes of practice affecting the Property and give effect to all arrangements which any such authority may direct or recommend,
- (c) permit the Lender to enter any of the Property, without prejudice to the powers conferred by this deed and without becoming a mortgagee in possession, for any reasonable purpose on giving reasonable prior notice and to view the state of the same,
- (d) supply to the Lender, within 7 days of receipt, copies of any notice, order or proposal received by the Borrower from any competent authority or from any landlord or tenant affecting any of the Property in any material respect,;
- (e) notify the Lender, promptly on receipt, of any claim, notice or other communication received by it alleging non-compliance by it in relation to any matter referred to in this clause

11 2 Not to create any further legal charge of the Property either legal or equitable

11 3 To insure and keep insured the Property

11 4 The Borrower shall procure that a note of the Lender's interest is endorsed upon the Insurance Policy

11 5 The Borrower shall not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice the Insurance Policy

11 6 All sums payable under the Insurance Policy (whether or not the security constituted by this legal charge has become enforceable) shall be applied in making good or recouping the expenditure in respect of the loss or damage for which such monies are received or (to the extent that such application is not possible) in or towards discharge or reduction of the sums secured by this legal charge.

12. OTHER MATTERS Appointment and powers of a Receiver

12 1 Appointment of a Receiver

12 1 1 At any time after the charge created by or pursuant to this Deed has become enforceable, or if so requested by the Borrower, the Lender may appoint by writing any person to be a Receiver of all or any part of the Property.

12 2 Powers of Receivers joint and several

Where more than one Receiver is appointed, they shall have power to act separately unless the Lender in the appointment specifies to the contrary

12 3 Remuneration of of Receiver

The Lender may from time to time determine the remuneration of the Receiver

12 4 Further appointment

The appointment of a Receiver shall not preclude:

12.4 1 the Lender from making any subsequent appointment of a Receiver over all or any of the Property over which a Receiver has not previously been appointed or has ceased to act, or

12 4.2 a Receiver, while continuing to act, consenting to the appointment of an additional Receiver to act with it.

12 5 Status of Receiver as agent

A Receiver shall be the agent of the Borrower and the Borrower shall be solely liable for the Receiver's acts, defaults and remuneration, unless and until the Borrower goes into liquidation, after which the Receiver shall act as principal and shall not become the agent of the Lender.

12.6 Powers of Receiver

A Receiver shall have and be entitled to exercise in relation to the Borrower all the powers set out in Schedule I to the Insolvency Act 1986, and in particular, by way of addition and without limiting such powers, and without prejudice to the powers of the Lender, a Receiver shall have power either in its own name or in the name of the Borrower:

- 12.6.1 in connection with any sale or other disposition of the Property, to receive the consideration for the sale in a lump sum or in instalments and to receive shares by way of consideration,
- 12.6.2 to grant options, licences or any other interests in the Property,
- 12.6.3 to do all other acts and things which it may consider desirable or necessary for realising any secured asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
- 12.6.4 to exercise in relation to any of the secured assets all the powers, authorities and things which it would be capable of exercising if it was the absolute beneficial owner of the secured asset.

12.7 Limitation on Lender's liability

Neither the Lender nor any Receiver shall be liable:

- 12.7.1 for any loss, however caused, arising out of:
 - (a) any sale or other disposal of any of the secured assets and whether or not a better price could or might have been obtained by deferring or advancing the date of such sale or other disposal, or
 - (b) the exercise of or failure to exercise any of the Lender's powers under this Deed; or
- 12.7.2 to account as mortgagee in possession for any of the secured assets

12.8 Section 109 of the LPA 1925

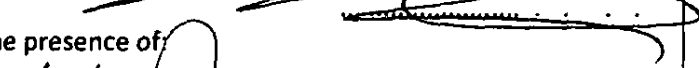
- 12.8.1 Section 109 of the LPA 1925 shall not apply to this Deed
- 12.8.2 The security constituted by this legal charge shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal charge) shall be immediately exercisable on the Repayment Date or an Event of Insolvency
- 12.9 Section 103 of the LPA shall not apply to this legal charge and the statutory power of sale and other powers given by the LPA (as varied or extended by this legal charge) shall as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this legal charge but the Lender shall not exercise such power of sale until the security constituted by this legal charge has become enforceable
- 12.10 After the security constituted by this legal charge has become enforceable the Lender may in its absolute discretion enforce all or any part of that security at the times 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

13 Execution

Signed as a deed by
BEECHDALE HOMES LIMITED by

a director in the presence of

Witness Signature 
Witness Name **Jackie Day**
Witness Address **10 KINGSTON PARK
BURNHILL ROAD, KINGS
CAMBRIDGE CB23 2AP**
Witness Occupation **PERSONAL ASSISTANT**

Signed as a deed by
COLIN WARD PARKER
in the presence of.

Witness Signature
Witness Name
Witness Address

Witness Occupation

Signed as a deed by
NORMAN NORRIS
in the presence of

Witness Signature.
Witness Name
Witness Address

Witness Occupation

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.

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