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

## MR01

### Particulars of a charge



		Companies House
	A fee is payable with this form Please see 'How to pay' on the last page  You can use the WebFiling se Please go to www companiesho	
1	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 instrument. Use for	For further information, please refer to our guidance at
	This form must be delivered to the Registrar for registr 21 days beginning with the day after the date of creation of delivered outside of the 21 days it will be rejected unless it is court order extending the time for delivery	*A2CV9HE8* 2 18/07/2013 #3 \tag{*}
	You must enclose a certified copy of the instrument with this scanned and placed on the public record	COMPANIES HOUSE
Company number	Company details  0 5 2 6 7 5 8 8  1961 Ltd	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	specified or indicated by
Charge creation date	1/1/5 "0"> 1/2/0/1/3	
3	Names of persons, security agents or trustees entitled to Please show the names of each of the persons, security agents or trustee entitled to the charge	<del></del>
Name	Philip George Harns	
Name		
Name		
Name		
	If there are more than four names, please supply any four of these name 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	Description				
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details			
Description	Unit 11 Willersey Industrial Estate Willersey Worcestershire WR12 7RR	-			
5	Fixed charge or fixed security				
_	Does the instrument include a fixed 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	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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box  Yes  No				

	MRO1 Particulars of a charge			
8	Trustee statement •			
	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	●This statement may be filed after the registration of the charge (use form MR06)		
9	Signature	<u> </u>		
	Please sign the form here			
ignature	This form must be signed by a person with an interest in the charge			
	This with must be signed by a person with an interest in the charge			

### Presenter information We will send the certificate to the address entered below. All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address Contact name Grundy & Co Address **High Street** Chipping Campden Gloucestershire Postcode G L UK 01386 849290 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

### 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<sup>\*</sup> 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

You have entered the date on which the charge

You have shown the names of persons entitled to

You have ticked any appropriate boxes in Sections

Please do not send the original instrument, it must

☐ You have given a description in Section 4, if

was created

the charge

3, 5, 6, 7 & 8

appropriate

You have signed the formYou have enclosed the correct fee

be a certified copy.



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5267588

Charge code: 0526 7588 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2013 and created by 1961 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th July 2013.



Given at Companies House, Cardiff on 19th July 2013







County and District [or London Borough]: Gloucestershire & Cotswold

Title No:

GR107237

The Property:

Unit 11 Willersey Industrial Estate, Willersey, Worcestershire, WR12 7RR

**LEGAL CHARGE** 

Dated

Parties 1 The Borrower

1961 Ltd (Co Reg No. 05267588) whose registered office is at 6 Willersey Business Park, Willersey, Worcestershire, WR12 7RR

Grundy & Colicitors

Grundy & Co Solicitors

Island Cottage, High Street Chipping Campden GL55 6AL

2 The Chargee

Philip George Harris of Pondbury Green Upper Quinton

Stratford-on-Avon CV37 8SX

The Loan (receipt acknowledged) Ninety Thousand Pounds (£90,000)

Interest Rate

7% per cent per annum

**Payment Days** 

See Clause 2 below:-

The Property

Unit 11 Willersey Industrial Estate, Willersey, Worcestershire, WR12 7RR

- A. The Borrower charges the Property by way of legal mortgage and with full title guarantee with the payment to the Chargee of the principal money interest and other money (the Debt) to be paid by the Borrower.
- B. The Charge is not a charge made for securing a current account or further advances
- C The Charge incorporates the Mortgage Provisions printed overleaf.

This deed is signed as a deed or sealed and delivered as follows:-

	SIGNATURE OR COMPANY SEAL	WITNESS
ļ		
;		
	L.O STONE	
	BA -	
	T. J. STOWY	
,	( J. 3-18 WB	

#### **MORTGAGE PROVISIONS**

### 1. Interpretation

Where the context allows:-

- (a) "The Borrower" and "The Chargee" include the persons denving title under them
- (b) Obligations of more than one person are joint and several obligations
- (c) Expressions used on the front page of the Charge have the meanings there shown
- (d) References to the Property include references to any part of parts of the Property

### 2. Covenant for payment

The Borrower covenants with the Charges to pray the Charges interest on the Loan or on the part or parts thereof outstanding from the date beset to the date upon which the whole of the debt shall have been repaid and covenants with the Charges.

- a) to repay the normal transfer and the lateral transfer to be another on the first day of every month
- b) The first of and a proposal to the first of the first day of the month commencing after the date to and
- The Borower's entitled to repay the Loan at any part of the Loan outstanding shall be and repaid together with any capital still outstanding at

### 2. Regulate la recemption

decision ceases one month after the date of the Charge and in favour of a

### Community concerning the Property

The Board are covenaries so long as the Charge is outstanding -

- a To but and keep the Property in good and substantial repair
- to the Chargee) to its full value with responsible insurers and if this can be done without committing any breach of the provisions contained in the Prior Charge to have the interest of the Charge noted on the Policy Provided that so long as any money remains owing on the security of the Prior Charge and the Borrower shall keep the Property insured against loss and damage by fire and other contingencies pursuant to any covenant contained in the Prior Charge such insurance shall be accepted in or towards satisfaction (according as such insurance shall extend to the full value of the Property or to some part only of such value) of this covenant
- (c) To observe and perform the restrictive and other covenants and stipulations (if any) affecting the Property) under which the Property is held
- (d) Punctually to pay all rents and outgoings in respect of the Property
- (e) That the statutory powers conferred on a mortgagor in possession of leasing agreeing to lease and accepting surrenders of leases shall not apply to the Charge and the Borrower will not otherwise without the written consent of the Chargee grant or agree to grant any lease or tenancy of the Property
- (f) To occupy the Property for its own business and not to create any lease or tenancy or part with or share the occupation or possession of the property or any part thereof without the prior written consent of the Chargee which shall not be unreasonably withheld

5.	The Law of Property Act 1925 Section 93 (restricting the right to consolidate Mortgages) sha'll not apply to this Deed