

LL MR01

**Particulars of a charge created by a Limited Liability
Partnership (LLP)**

N/m



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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 the
instrument Use form LL M

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

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



A276765B

A17

27/04/2013

#380

COMPANIES HOUSE

SATURDAY

1 LLP details

LLP number

LLP name in full

VINEYARD STREET LLP

For official use

→ **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

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 West One Loan Limited (Co No 5385677)

3 Penta Court, Station Road Borehamwood WD6 1SL

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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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

A fixed charge over the properties known as (i) 10-14 Vineyard Street Colchester Essex C02 7DG and (ii) 16 Vineyard Street Colchester Essex C02 7DG

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

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 LLP?

☐ **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**

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Trustee statement ¹

You may tick the box if the LLP 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 LL MR06)

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Signature

Please sign the form here

Signature

Signature

X

X

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

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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 LLP's Registered Office address.

Contact name Simon Noonoo

LLP name

Address Richards Solicitors

5th Floor Premier House

112 Station Road

Post town Edware

County/Region Middlesex

Postcode H A 8 7 B J

Country UK

DX 51364 Mill Hill

Telephone 0208 731 5929



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register
- ☐ 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 £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 LLPs registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC360290

Charge code: OC36 0290 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2013 and created by VINEYARD STREET LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 27th April 2013

Given at Companies House, Cardiff on 2nd May 2013



DX



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

MORTGAGE DEED
for a
BRIDGING LOAN

DATE:

16 April 2013

Account No

PARTIES

The Lender

West One Loan Limited (Company Registration Number 5385677) of 3 Penta Court Station Road Borehamwood WD6 1SL

The Borrower

Vineyard Street LLP, (Company Registration Number OC360290) South Barn, Sudbury Road, Castle Heddingham, Halstead Essex CO9 3AG

(1)

The Property

All that freehold property situate at and known as: **10-14 Vineyard street, Colchester CO2 7DG** and registered at H M Land Registry under title number EX809215 and (ii) 16

Term

12 months

Vineyard Street Colchester CO2 7DG, registered at Land Registry under title number EX809219

The Mortgage Advance

£174,500 00

Standard Flat Rate of Interest

2.80 % per month

Reduced Rate of Interest

1.40 % per month

Standard Monthly Payments of Interest

£4,886 00

Reduced Rate Monthly Payments of Interest

£2,443 00

Number of monthly payments to be made

12

The Loan Repayment Day

12 months from the date hereof


- 1 The Borrower covenants on demand to pay to the Lender all monies and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Lender by the Borrower pursuant to this Mortgage Deed and/or the Offer Letter relating to this transaction and the Borrower will pay the loan interest by the standard monthly payments specified above on the basis set out in the Offer Letter relating to this transaction
- 2 If the Borrower shall at all times during the Term pay the instalments due from time to time within seven days of their falling due for payment and there are no arrears of interest outstanding then the Lender shall accept the Reduced Rate Monthly Payments of Interest in place of the Standard Monthly Payments of Interest
- 3 Where, after the Loan Repayment Day has passed, the Borrower fails to discharge the balance of all monies due to the Lender then the Lender shall charge and the Borrower shall pay interest at the Standard Flat Rate of Interest until all monies due to the Lender have been paid in full
- 4 The Mortgage is subject to the terms and conditions set out in the Schedules and the Borrower covenants that it shall observe and perform all covenants obligations and conditions on its part as set out in the Schedules
- 5 The Borrower acknowledges receipt of the Mortgage Advance and the Borrower with full title guarantee charges the Property by way of legal mortgage to the Lender as a continuing security with payment of all monies payable to the Lender by the Borrower hereunder or which at any time become due to the Lender on any account or howsoever arising

- 6 Where the Property comprises registered land (or is land that will be subject to a first registration at H M Land Registry) the Borrower hereby applies to the Chief Land Registrar to enter on the Register a restriction that (except under an order of the Registrar) no disposition by the registered proprietor of the property shall be registered without the consent of the Lender or other registered proprietor for the time being of this Mortgage
- 7 The terms of any offer of advance relevant to this transaction shall be deemed incorporated therein
- 8 For the purpose of securing the interest of the Lender in the Property (and any other property charged by this Mortgage Deed), and the performance of its obligations to the Lender, whether under this Mortgage Deed or otherwise, the Borrower irrevocably and by way of security appoints the Lender and the receiver (as may be appointed by the Lender from time to time) jointly and also severally to be its attorney and attorneys (with full power to appoint substitutes and to sub- delegate, including power to authorise the person so appointed to make further appointments, in both cases with regard to all or any part or parts of the Property (and any other property so charged)) on its behalf and in its name or otherwise, to execute any document or do any act or thing which the Borrower is obliged to the Lender to execute or do, whether under this Mortgage Deed or otherwise, or which the Lender or any such receiver (or its substitute or delegate) may, in its or his absolute discretion, consider appropriate in connection with the exercise of any of the powers of the Lender or any such receiver, and without prejudice to the generality of its power to appoint substitutes and to sub-delegate the Lender may appoint any such receiver as its substitute or delegate and any person appointed the substitute of the Lender shall, in connection with the exercise of the said power of attorney, be the agent of the Borrower

IN WITNESS whereof these presents have been executed as a deed and entered into the day and year first herein written

Signed as a Deed by
Vineyard Street LLP

Acting by its - a designated
Member - the
presence of
Mark H. Smith
Director
Ty Co. Smith
Secretary - or Secretary
CSM
So h. Smith

) 
) **DESIGNATED MEMBER**

Director

Director/Secretary

Schedule 1

(Mortgage Conditions)

1. **THE BORROWER'S POWER TO LEASE**

Powers of leasing, granting tenancies, accepting surrenders of lease or granting licences to occupy will not be exercisable by the Borrower without the previous consent in writing of the Lender

2. **DEFAULT**

Default shall occur when (a) any capital, interest, administration fees, costs, expenses and any other liability arising under this Mortgage Deed or any other document ancillary to the loan secured by this Mortgage Deed is not paid by its due date, or (b) in the event of repayment not taking place on the Loan Repayment Date In addition to the Lender's rights and remedies set out below Borrower shall pay interest from the date due until actual payment in full at the Standard Flat Rate The Standard Flat Rate of interest will be charged on all overdue bridging accounts on a monthly basis with monthly rests, commencing one month in arrears, after the expiry of the Term

3. **EARLY SETTLEMENT**

The minimum chargeable term will be 1 month and thereafter may be redeemed at any time upon the Borrower giving not less than 14 days' prior notice subject to Clause 4 of the Facility Letter with the interest calculated to the next payment date

4. COSTS

- (1) All costs and expenses (including the cost of any legal proceedings) incurred by the Lender in connection with the Mortgage Deed or the collection of any monies due under it will be payable by the Borrower on a basis of full indemnity and will be recoverable from him on demand
- (2) The Lender may also recover from the Borrower on demand a reasonable administration fee in respect of any internal expenses reasonably incurred by the Lender -
 - (a) in determining whether any and if so what steps are required to remedy any actual or apprehended breach by the Borrower of any of the covenants and obligations imposed on him by these conditions,
 - (b) in communicating with the Borrower or with anyone acting on his behalf or with the Lender's own professional advisers in relation to any actual or apprehended breach by the Borrower of any of those covenants and obligations
- (3) Any sum which has become payable under paragraph (1) and (2) above shall until payment be added to the total amount owed by the Borrower to the Lender and become a charge on the Property

5. TRANSFER

The Borrower hereby authorizes (so far as any such authority is required) the transfer of the benefit of this Mortgage Deed by the Lender to any person firm or Company and after any transfer the transferee shall have the benefit of all covenants and provisions contained in the Mortgage Deed [or in the Facility Letter] and may at any time thereafter exercise all rights and remedies of the Lender hereunder

6 THE BORROWER

If there are two or more persons comprised in the Borrower all covenants and obligations contained or implied in this Mortgage Deed on the part of the Borrower shall be deemed to be joint and several covenants and obligations on their part and the covenant in clause 1 and the remaining covenants, charges and provisions of this Mortgage Deed shall extend and apply to any monies owing by any one or more of such parties to the Lender whether solely or jointly with any other of the parties or with any other person

7 INSURANCE

Save as otherwise agreed by the Lender in writing comply with the following obligations with respect to insurance

- (1) keep all the Property insured to its full replacement value including architects', surveyors', engineers' and all other professional fees and the costs of demolition, any debris removal and in the case of tenanted property against three years' loss of rent with insurers approved in writing by the Lender, against loss or damage by fire, explosion, aircraft (or articles dropped from them), storm, tempest, flooding, malicious damage, subsidence and containing such provisions for the protection of the Lender as the Lender may reasonably require, earthquake, together with such other risks as the Lender may from time to time specify, in every case unless the Borrower is specifically released from this obligation by the Lender in writing either in the joint names of the Borrower and the Lender or (as the Lender may require) with the interest of the Lender noted in the policy and with the policy in any event
- (2) promptly pay all premiums and other sums payable in respect of all insurances effected under this Mortgage Deed and produce (or if required deliver) to the Lender on demand all or any of the policies and the receipts for the last premiums payable thereunder or provide other evidence satisfactory to the Lender as to the terms of insurance and payment of premiums,
- (3) hold any monies received by the Borrower on any insurance of the Property (whether maintained under this Mortgage Deed or not) upon trust to apply them or where such monies are not received by the Borrower to procure that the same are applied either in

replacing or repairing the property in respect of which the monies are received (any deficiency being made good by the Borrower or (as the Lender may require) in or towards discharging the monies, obligations and liabilities hereby secured,

- (4) PROVIDED THAT where the Property is leasehold and the terms of the lease are such that compliance with the foregoing would contravene such terms, then if at all times the interest of the Lender is noted on the policies of insurance and they give cover against such risks as the Lender shall require and all contain in favour of the Lender such provisions for the protection of the Lender as the Lender may reasonably require and insurance is to the full replacement value of the Property or any building of which it forms part, the Lender will accept, in compliance with the terms of this provision the insurance maintained in accordance with the lease under which the Borrower holds the Property, together with separate insurance of any items thereon which are hereby charged but not covered by insurance maintained in accordance with such lease

8

OBLIGATIONS AS TO PROPERTY

The Borrower must

- (1) keep the Property in good and substantial repair and condition and also maintain in proper working order and replace and renew when necessary any fixtures and complete without delay and in such period as the Lender may reasonably require and in a proper manner any buildings in the course of construction on the Property,
- (2) observe and perform all covenants or other matters affecting the Property and not enter into or grant or allow to arise any encumbrances affecting the Property,
- (3) comply with all statutory and other requirements affecting the Property,
- (4) (if the Property is leasehold)
 - (a) observe and perform all of the covenants conditions or other obligations on the part of the lessee to be so observed and performed pursuant to the lease of the Property,
 - (b) use its best endeavours to procure the observance and performance by the landlord under such lease or leases of the covenants stipulations and conditions on the part of such landlord to be observed and performed thereunder,
 - (c) give immediate notice in writing to the Lender and full copy documents if the Borrower receives any notice under section 146 Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any such lease or leases,

9.

INTERPRETATION

In this deed (unless the context requires otherwise)

- (1) the words "including" and "include" and words of similar meaning do not limit the general effect of the words which precede them,
- (2) references to "Property" include any part of it as the circumstances may require,
- (3) words importing persons include firms, companies and bodies corporate, words importing the singular include the plural and vice versa, and words importing any one gender include either other gender,
- (4) the headings are for reference only and are not to be referred to when interpreting it,
- (5) unless otherwise specified any reference to any legislative provision includes any subsequent re-enactment or amendment of that provision, and

- (6) an obligation on the part of the Borrower not to do something includes an obligation not to allow it to be done

Schedule 2

(The Lender's Rights and Remedies)

- (1) For the purpose of the Law of Property Act 1925 the mortgage money secured by the Mortgage shall become due immediately after the date of the Mortgage
- (2) The statutory power of sale applies to the Mortgage free from the restrictions imposed by Section 103 of the Law of Property Act 1925
- (3) Section 109 of the Law of Property Act 1925 (relating to the appointment etc of receivers) applies to the Mortgage as if the words "not exceeding 5% on the gross amount of all money received" were omitted from sub-section (6) and as if sub-section (8)(iv) read "in payment of the moneys (whether for interest or otherwise) in arrear or accruing due under the Mortgage
- (4) At any time after an event of default under paragraph 2 of Schedule 1 the Lender may without any notice to or concurrence of the Borrower -
 - (a) take possession of the Property,
 - (b) exercise its power to appoint a receiver (who may be an officer or employee of the Lender),
 - (c) grant any lease or tenancy of the Property at such rent (with or without payment of a premium) and for such period and generally on such terms as the Lender may in its absolute discretion think fit,
 - (d) accept surrenders of leases or tenancies affecting the Property on such terms as the lender in its absolute discretion think,
 - (e) exercise all the statutory powers conferred on mortgages by the Law of Property Act 1925 with all the statutory incidents of such powers
- (5) The Borrower shall not acquire any superior interest or extended lease without the prior written consent of the Lender
- (6) Interest at the Standard Flat Rate shall accrue due and be payable by the Borrower upon any monies in arrear or upon any disbursements debited to the mortgage accounts pursuant to paragraph 4 of Schedule 1
- (7) On any sale of the Property by the Lender or any receiver appointed by if the Lender may deduct from the sale proceeds
 - (i) the balance of the principal and interest accrued due,
 - (ii) any costs and expenses pursuant to paragraph 4 of Schedule 1,
 - (iii) interest as provided herein,
 - (iv) all costs and expenses of sale
- (8) Upon taking possession of the Property the Lender may sell any chattels remaining upon the Property which the Borrower has failed to remove after 14 days and credit the proceeds to the mortgage account
- (9) The Lender shall not be liable to the Borrower for any damage caused to the Property as a result of taking possession whether or not the Borrower is subsequently allowed back into possession
- (10) Any life policy endowment or other mortgageable policy of insurance the benefit of which shall be identified by the Lender as being vested in the Borrower shall be deemed charged hereby to the Lender The Borrower hereby appoints the Lender as his Attorney to carry out all acts and to sign or execute all documents as Landlord relating to any tenancy created by the Borrower with the Lender's prior consent provided that the Lender shall only exercise the Power of Attorney in the event of breach by the Borrower of any of the conditions or borrower's obligations hereunder

Schedule 3

The Receiver's Powers

Any receiver appointed by the Lender shall at his absolute discretion be entitled to exercise the powers conferred by the Law of Property Act 1925 and, in addition to any powers conferred on him by statute or common law and without prejudice to the generality of the foregoing, the powers set out in this Schedule

- 1 To take possession of, get in and collect all property charged by this Mortgage
- 2 To sell, exchange, license or otherwise dispose of or in any way whatsoever deal with the Property (or any other property so charged) for such consideration (if any), including shares, debentures or any other securities whatsoever, and upon such terms as he may think fit, and to concur in any such transactions
- 3 To make any lease which the Lender could make under its statutory powers as extended by this Mortgage Deed (*mutatis mutandis*) and to accept or agree to accept surrenders of leases or tenancies of the Property in such circumstances, for such purposes and upon such terms whatsoever as he may think fit, and also to vary the terms of any lease affecting the Property and to act in relation to any review of the rent under such a lease in such manner as he may think fit
- 4 To insure, repair, replace, exploit and develop the Property (or any other property so charged) in any manner
- 5 In connection with the exercise, or the proposed exercise, of any of his powers or in order to obtain payment of his remuneration (whether or not it is already due) to borrow or raise money from any person, including the Lender, without security or on the security of the Property and generally on such terms as he may think fit
- 6 To bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims and proceedings concerning the Property
- 7 To carry on or manage any business carried on at the Property with a view to sale or otherwise
- 8 In connection with the exercise of any of his powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Borrower or otherwise, as he may think fit, all documents, acts or things which he may consider appropriate
- 9 To effect or maintain indemnity insurance and other insurance and obtain bonds and performance guarantees
- 10 To redeem, discharge or compromise any security interest from time to time having priority to or ranking *par passu* with this Mortgage Deed
- 11 To exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Property (or any other property so charged) or incidental to the ownership of or rights in or to the Property (or any other property so charged) and to complete or effect any transaction entered into by the Borrower and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Borrower relating to or affecting the Property (or any other property so charged)
- 12 To exercise all powers as are described in Schedule 1 to the Insolvency Act 1986, whether or not the receiver is an "administrative receiver" as defined in the Insolvency Act 1986