

010339 123.

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 service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://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

For further information, please  
refer to our guidance at:

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the  
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.



A18 \*A6907END\* #142  
30/06/2017  
COMPANIES HOUSE

### 1 Company details

Company number 0 2 9 3 6 5 3 6

Company name in full Sigma Estates Limited

70

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 2 3 0 6 2 0 1 7 ✓

### 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 Tor Pension Trustees Ltd

Name Roy Geoffrey Michael Pook

Name Jack Harry Pook

Name Emma Lara Pook

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.

# MR01

## Particulars of a charge

<b>4</b>	<b>Description</b>	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.	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Description	6 Franklin Road Brighton BN2 3AD (Title number ESX374810)		

<b>5</b>	<b>Fixed charge or fixed security</b>	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.  <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	
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<b>6</b>	<b>Floating charge</b>	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.  <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> <b>Yes</b>	
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<b>7</b>	<b>Negative Pledge</b>	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.  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
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MR01

## Particulars of a 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 **JULIAN HAWKES**

Company name **TOR PENSION TRUSTEES LTD**

Address **4 CANNON COURT**

**HIGH STREET**

Post town **LYMINGTON**

County/Region **HAMPSHIRE**

Postcode 

S	0	4	1	9	A	Q
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Country **UK**

DX

Telephone **020 8090 6575**

**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 £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:**

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

MR01

Particulars of a charge

8

**Trustee statement <sup>①</sup>**

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.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

9

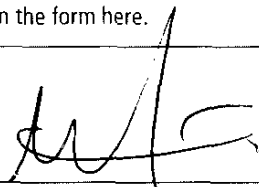
**Signature**

Please sign the form here.

Signature

Signature

X



X

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



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2936536

Charge code: 0293 6536 0070

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2017 and created by SIGMA ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th June 2017.

Given at Companies House, Cardiff on 7th July 2017



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# SECURED LOAN AGREEMENT

DATED 23 JUNE 2017

I certify this is a true copy of the original. M. J. T. H. W. C. S.  
28/6/17  
Director

TOR PENSION TRUSTEES LTD  
4 CANNON COURT  
HIGH STREET  
LYMINGTON  
HANTS SO41 9AQ

## 1 PARTIES

- 1.1 **Tor Pension Trustees Limited** whose registered office is situated at 4 Cannon Court High Street Lymington Hampshire SO41 9AQ
- 1.2 **Roy Geoffrey Michael Pook** of 75A Dyke Road Avenue Hove BN3 6DA
- 1.3 **Jack Harry Pook** of 44 Surrenden Crescent Brighton East Sussex BN1 6WF
- 1.4 **Emma Lara Pook** of 72 Fernwood Rise Brighton BN1 5EP
- 1.5 **Katie Alison Head** of 23 Surrenden Park Brighton East Sussex BN1 6XA
- 1.6 **Deborah Anita Pook** of 44 Surrenden Crescent Brighton East Sussex BN1 6WF
- 1.7 **Alan Pook** of 44 Surrenden Crescent Brighton East Sussex BN1 6WF
- 1.8 **Melissa Poppy Pook** of 75a Dyke Road Avenue Hove BN3 6DA
- 1.9 **My Lets Limited** of Amelia House Crescent Road Worthing West Sussex BN11 1QR
- 1.10 **Sigma Estates Limited** of Amelia House Crescent Road Worthing West Sussex BN11 1QR

## 2 DEFINITIONS

- 2.1 "Scheme" means the Investsave Pension Scheme
- 2.2 "Trustees" means Tor Pension Trustees Limited and Roy Geoffrey Michael Pook and Jack Harry Pook and Emma Lara Pook and Katie Alison Head and Deborah Anita Pook and Alan Pook and Melissa Poppy Pook
- 2.3 "Borrower" means My Lets Limited
- 2.4 "Guarantor" means Sigma Estates Limited
- 2.5 "Loan" means the sum of £350,000 (Three Hundred And Fifty Thousand Pounds)
- 2.6 "Capital" means the Loan or such amount of the Loan as remains outstanding from time to time including any amounts capitalised in accordance with clause 7.4. hereof
- 2.7 "Interest Rate" means 1.25 % per annum fixed for the term of the loan and interest shall accrue and be paid before as well as after any judgement
- 2.8 "Term" means a period of 5 years commencing on the date of this Agreement and ending at 6.00 pm on the day before the 5<sup>th</sup> anniversary of this Agreement
- 2.9 "Interest Period" means a period of one month the first Interest Period commencing on the date of this agreement and successive Interest Periods shall commence on the first day of each succeeding month
- 2.10 "Property" means the property situated at 6 Franklin Road Brighton East Sussex BN2 3AD with Land Registry reference ESX374810

- 2.11 In this Agreement wherever the context permits words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural and in both cases vice versa and any agreement on the part of two or more persons shall be deemed to be made by such persons jointly and severally and the terms used herein for the parties hereto shall mean and include their respective successors in title

### **3 RECITALS**

- 3.1 The Scheme acting by the Trustees has at the request of the Borrower agreed to make the Loan to the Borrower for the Term
- 3.2 The Borrower has agreed to accept and repay the Loan and pay interest in accordance with the provisions of this Agreement
- 3.3 The Guarantor has agreed to provide a first legal charge over the Property as security for payment of all monies due from the Borrower to the Trustees

### **4 OPERATIVE PROVISIONS**

- 4.1 In consideration of the Scheme making the Loan to the Borrower (receipt of which the Borrower hereby acknowledges) the Borrower agrees as follows:
- 4.1.1 To pay interest on the last day of each Interest Period at the Interest Rate in respect of such amounts as shall have been outstanding throughout that Interest Period including any amounts capitalised in accordance with clause 7.4. hereof
- 4.1.2 To pay on the last day of each Interest Period an amount such that the Capital is repaid in full over the remainder of the Term
- 4.1.3 Notwithstanding the other provisions hereof in any event to repay the Capital and pay the Interest by not later than the last day of the Term except that the Borrower and the Trustees may by mutual agreement extend the Term as they shall see fit
- 4.1.4 Whilst each party will be bearing its own legal and other costs in establishing this agreement, thereafter to reimburse the Scheme on demand all costs expenses and disbursements including legal fees incurred by the Scheme of and incidental to this Agreement
- 4.2 The Guarantor as legal owner with full title guarantee hereby charges in favour of the Trustees the Property by way of legal mortgage for such time as any sums are due from the Borrower to the Trustees from time to time or at any time under one or more loan agreements entered into between the parties and the Guarantor undertakes to do and execute all such acts and deeds as may be necessary to give effect to this provision

### **5 TERMINATION**

- 5.1 If the Borrower shall be in breach of any of the provisions of this Agreement the Scheme reserves the right to call in the Capital and Interest forthwith and no failure to exercise and no delay on the part of the Scheme in exercising any rights or powers or privileges hereunder shall operate as a waiver thereof nor shall any single nor partial exercise of any such rights or powers or privileges hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such rights or powers or privileges preclude any other or further exercise thereof or the exercise of any other rights or powers or privileges
- 5.2 Notwithstanding anything hereinbefore contained the Capital and Interest and monies due hereunder shall become immediately repayable if:
- 5.2.1 the Borrower makes default in the payment of any instalment of Capital and/or Interest or any other monies hereunder

- 5.2.2 an encumbrancer takes possession of or a Receiver is appointed over any part of the assets of the Borrower
- 5.2.3 any distress execution sequestration or other process is levied or enforced upon or issued against the property of the Borrower and not discharged within 28 days
- 5.2.4 the Borrower commits any breach of this Agreement and in the case of a breach capable of remedy fails to remedy the breach within 14 days of being required in writing by the Scheme to do so
- 5.2.5 the Borrower has been adjudged bankrupt or has made a composition or arrangement with his creditors
- 5.2.6 the Borrower has died and his estate falls to be administered in accordance with an order under section 421 of the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989 or each as subsequently amended

## **6 WARRANTIES**

- 6.1 The Scheme acts by the Trustees and the Trustees warrant that they are the trustees of the Scheme and that they are duly authorised to act in this transaction as trustees of the Scheme

## **7 GENERAL PROVISIONS**

- 7.1 During the continuance of this Agreement the Borrower shall be at liberty to create or to agree to create or to suffer to exist any mortgage or charge on the whole of any part of his assets as security for the repayment of monies borrowed in the ordinary course of his business whether from bankers or otherwise and the payment of interest commission costs charges and expenses due in respect thereof provided that any such mortgage or charge shall be subordinate to the charge given by the Borrower to the Lender
- 7.2 All payments of Interest by the Borrower to the Scheme shall be made free and clear of and without deduction of any alleged or actual set-off or counterclaim and without any deduction of any taxes levies imposts duties charges fees deductions or withholding of any nature now or hereafter imposed by any governmental authority in any jurisdiction or political subdivision or taxing authority thereof or therein unless the Borrower is compelled by law to deduct or withhold any such taxes levies imposts duties charges or fees
- 7.3 The Borrower shall have the right at any time on giving 14 days' notice in writing to the Scheme to make either partial repayments of the Capital or to repay the Capital in full together with Interest
- 7.4 At the commencement of any Interest Period if there is any unpaid Interest which should have been paid in respect of the immediately preceding Interest Period such unpaid Interest along with any unpaid costs expenses and disbursements shall be capitalised and shall thereafter bear Interest
- 7.5 Any notice required to be served hereunder shall be given personally or by sending the same by first class post to the last known address of the Borrower and to the Trustees at the address shown above and notice so given by post as aforesaid shall be deemed served 48 hours after it has been posted

IN WITNESS OF WHICH this agreement is executed as a deed and is delivered on the date stated above

SIGNED as a deed and delivered when dated, by  
MY LETS LIMITED acting by:

Ray G. M. Pook  
Name of Director

Katie A. Head  
Name of Director/Secretary

[Signature]  
Signature of Director

[Signature]  
Signature of Director/Secretary

SIGNED as a deed and delivered when dated, by  
TOR PENSION TRUSTEES LIMITED acting by:

Jouan Hutches  
Name of Director

[Signature]  
Signature of Director

in the presence of :

W	Signature	<del>[Signature]</del>
I		
T	Name	<del>PAIGE FIELD</del>
N		
E	Address	<del>7 HARDWICK WAY,</del>
S		
S		<del>HOVE, BN3 8BQ</del>

[Signature]  
Tom THORP  
64 MILFORD ROAD  
LYMINGTON, SO41 8DU

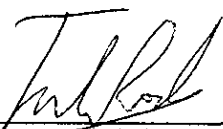
SIGNED as a deed and delivered when dated, by  
ROY GEOFFREY MICHAEL POOK

[Signature]  
(Signature of Roy Geoffrey Michael Pook)

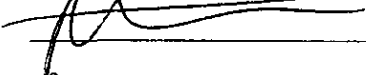
in the presence of :

W	Signature	<u>[Signature]</u>
I		
T	Name	<u>PAIGE FIELD</u>
N		
E	Address	<u>7 HARDWICK WAY,</u>
S		
S		<u>HOVE, BN3 8BQ</u>


SIGNED as a deed and delivered when dated, by  
JACK HARRY POOK

  
(Signature of Jack Harry Pook)

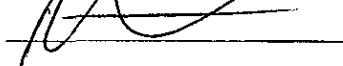
in the presence of :

W Signature   
I  
T Name PAIGE FIELD  
N  
E Address 7 HARDWICK WAY,  
S HOVE, BN3 8BQ  
S

SIGNED as a deed and delivered when dated, by  
EMMA LARA POOK

  
(Signature of Emma Lara Pook)

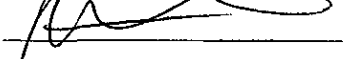
in the presence of :

W Signature   
I  
T Name PAIGE FIELD  
N  
E Address 7 HARDWICK WAY,  
S HOVE, BN3 8BQ  
S


SIGNED as a deed and delivered when dated, by  
KATIE ALISON HEAD

  
(Signature of Katie Alison Head)

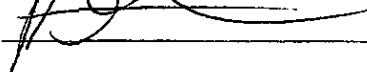
in the presence of :

W Signature   
I  
T Name PAIGE FIELD  
N  
E Address 7 HARDWICK WAY,  
S HOVE, BN3 8BQ  
S

SIGNED as a deed and delivered when dated, by  
DEBORAH ANITA POOK

  
(Signature of Deborah Anita Pook)

in the presence of :

W Signature   
I  
T Name PAIGE FIELD  
N  
E Address 7 HARDWICK WAY,  
S HOVE, BN3 8BQ  
S

SIGNED as a deed and delivered when dated, by  
ALAN POOK

in the presence of :  
Witness signature

  
Signature of Alan Pook

Name PAIGE FIELD  
Address 7 HARDWICK WAY,  
HOVE, BN3 8BQ  
Occupation PORTFOLIO MANAGER

SIGNED as a deed and delivered when dated, by  
MELISSA POPPY POOK

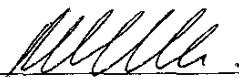
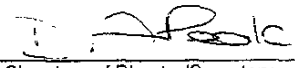
in the presence of :  
Witness signature

  
Signature of Melissa Poppy Pook

Name PAIGE FIELD  
Address 7 HARDWICK WAY,  
HOVE, BN3 8BQ  
Occupation PORTFOLIO MANAGER

SIGNED as a deed and delivered when dated, by  
SIGMA ESTATES LIMITED acting by:

Roy A.M. Pook  
Name of Director  
Deborah A. Pook  
Name of Director/Secretary

  
Signature of Director  
  
Signature of Director/Secretary