

001032/23

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

MR01

Particulars of a charge



Companies House



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

A fee is be payable with
Please see 'How to pay' or



A60JU2CZ

A17

18/02/2017

#255

COMPANIES HOUSE

☒ **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 MR01

SATURDAY

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 by a
court order extending the time for delivery



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

1 Company details

Company number 03894556

Company name in full ERONBROOK LIMITED

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 02/02/2017

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 Stafford Borough Council

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.

MR01

Particulars of a charge

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	19 Hunters Row, Gaolgate Street, Stafford ST16 2BQ ✓		
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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ✓	
6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? ✓ <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes ✓ <input type="checkbox"/> 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. <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature	Please sign the form here Signature X Deborah A. Inig 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 Deborah Nigh

Company name summers nigh law llp

Address The Chapel

Little Brington

Post town Northampton

County/Region Northamptonshire

Postcode NN7 4HX

Country

DX

Telephone 0844 880 5372



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3894556

Charge code: 0389 4556 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2017 and created by EROBROOK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2017

C

Given at Companies House, Cardiff on 24th February 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 2 FEBRUARY 2017

ERONBROOK LIMITED

and

STAFFORD BOROUGH COUNCIL

LEGAL CHARGE

relating to

19 Hunters Row
Gaolgate Street
Stafford
ST16 2BQ

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

f Summers nigh law LLP

LAND REGISTRY
LAND REGISTRATION ACT 1925 - 2002

ADMINISTRATIVE AREA: STAFFORDSHIRE
PROPERTY: 19 HUNTERS ROW, GAOLGATE STREET, STAFFORD ST16 2BQ
TITLE NUMBER: SF380275

THIS DEED is made 2nd day of February 2017

BETWEEN.

- (1) **ERONBROOK LIMITED** (Company no 03894556) whose registered office address is at Kenwright & Lynch Solicitors, 2 Mitcham Road, Tooting Broadway, London SW17 9NA ("the Chargor"), and
(2) **STAFFORD BOROUGH COUNCIL** of Civic Centre, Riverside, Stafford ST16 3AQ "the Chargee")

RECITALS

- 1 The Chargor is indebted to the Chargee in respect of outstanding business rates for the property registered under leasehold title number SF380275, 19 Hunters Row, Gaolgate Street, Stafford ST16 2BQ ("the Property"), as at the date of this Charge in the sum of £28,726 67 pursuant to Liability Orders made as follows

No	Date	Liability Order Amount
1 1	15 October 2014	£18,285 40
1 2	21 October 2015	£11,988 68
1 3	1 June 2016	£18,851 75

- 2 The Chargor now owes the following sums to the Chargee
2 1 £28,726 67 in respect of outstanding business rates for the Property, and
2 2 £5,575 (inc VAT) in respect of legal fees and expenses incurred in Winding up Petition proceedings in the High Court of Justice, Number CR-2016-6787, to date
3 The Chargor is registered at HM Land Registry as proprietor, with title absolute, of the leasehold title to the Property

AGREED TERMS

- 4 In consideration for the Chargee agreeing not to advertise the Winding up Petition referred to in Recital number 2 2 above ("the Petition") and/or agreeing not to seek a compulsory Winding up Order upon the Petition and extending time to the Chargor to pay the outstanding sums due, as set out at Recital 2 above, in the total sum of £34,301 67, the Chargor hereby agrees and undertakes as follows
4 1 To pay, or procure the payment of, the full outstanding sum due to the Chargee by cleared funds by no later than 16 00 hours on 31 December 2017,
4 2 In the meantime to pay, or procure the payment of, payment by instalments at the rate of £3,000 per month commencing no later than 16 00 hours on 28 February 2017,

4.3 In the event that the Property is sold before 31 December 2017 the full outstanding balance due to the Chargee will be paid from the proceeds of sale of the Property within two working days of completion,

4.4 To secure payment of all sums owed to the Chargee by way of legal charge over the Property which will be signed by the Chargor than no later 16 00 hours on 20 January 2017 and registered against the title to the Property, at HM Land Registry, by no later than close of business on 27 January 2017

- 5 In the event that Chargor fails to comply with its obligations under clause 4 of this Deed the Chargee is entitled to take such enforcement action as it considers, in its absolute discretion, necessary and appropriate to recover all outstanding sums due from the Chargor together with accrued interest and all and any further legal fees and expenses incurred by the Chargee in this respect

NOW THIS DEED WITNESSES as follows

1 DEFINITIONS

1.1 In this legal charge

1.1.1 **"The Chargor's Obligations"** means the Chargor's obligations to pay to the Chargee all sums outstanding and due as detailed in Recital 2 above, together with all and any further legal fees and expenses incurred by the Chargee in relation to the collection of the outstanding debt due, by no later than 31 December 2017

1.1.2 **"Enforcement Event"** means any of the following

1.1.2.1 breach by the Chargor of any of the Chargor's obligations, or

1.1.2.2 the Chargor fails to comply with any term, condition, covenant or provision of, or to perform any of their obligations or liabilities under, this or any associated or collateral security, or

1.1.2.3 any representation or warranty given by the Chargor to the Chargee is or becomes incorrect, or

1.1.2.4 any Judgment or Order made against the Chargor by any Court is not complied with within 21 days, or

1.1.2.5 the property of the Chargor becomes subject to any forfeiture or execution, distress, sequestration or other form of process, or

1.1.2.6 the Chargor becomes subject to an Interim Order or makes a proposal for a voluntary arrangement under Part VIII of the Insolvency Act 1986 or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part, or

1.1.2.7 a petition is presented for the winding up or administration of the Chargor or the Chargor is placed into administration otherwise, or

1.1.2.8 if any event occurs which would affect the Chargor so as to render it unable to comply fully with its obligations to the Chargee pursuant to this Deed,

1.1.3 **"Interest Rate"** means interest applied to all outstanding sums due at the rate of 4% per annum above the Bank of England base rate from time to time,

1 1 4 "the Property" means the leasehold property registered at HM Land Registry under title number SF380275 known as 19 Hunters Row, Gaolgate Street, Stafford ST16 2BQ, and all buildings and fixtures on it,

1 1 5 The expressions "Chargor" and "Chargee" where the context admits includes their respective successors in title and assigns

2 Charge

The Chargor covenants with the Chargee to repay the outstanding sums due The Chargor with full title guarantee, as continuing security for payment of the outstanding sums now due and all other monies and liabilities which become payable by the Chargor under the terms of this Deed, charges the Property to the Chargee by way of legal mortgage

3 Consumer Credit Act 1974

This Legal Charge does not secure any moneys or liabilities owed under an agreement which is a regulated agreement within the meaning of the Consumer Credit Act 1974

4 Interest

Interest will become payable, at the Interest Rate, immediately in the event that any of the instalment payments provided for in this Deed are not paid on their due date

5 Chargor's Representations and Warranties

5 1 The Chargor represents and warrants to the Chargee that

5 1 1 the present use of the Property is a permitted use within the provisions of the Town and Country Planning Act 1990,

5 1 2 the Chargor has not before the execution of this Deed carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Town and Country Planning Act 1990 and in respect of which any requisite permission has not been obtained or any valid enforcement order may be made,

5 1 3 the Chargor has complied with environmental law and, in particular (but without prejudice to the generality of the representation and warranty, that no hazardous or toxic materials, substances, pollutants, contaminants or waste have at any time before the execution of this Deed been released into the environment or deposited, discharged, displaced or disposed of at or near the Property;

5 1 4 the execution of, and the observance and performance of, the Chargor's obligations under this Deed do not and will not contravene any other charge, mortgage, lease, loan facility or other agreement

6 Chargor's Covenants as to the Property

The Chargor covenants with the Chargee as set out below

6 1 Insurance

6 1 1 Duty to Insure

The Chargor will

(a) ensure the Property is kept insured for its full reinstatement value (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, building or reinstatement) with the interests of the Chargee noted on the policy or at the option of the Chargee in the name of the Chargor and the Chargee against loss or damage due to the usual comprehensive risks and with a reputable insurance company or underwriter,

- (b) make all payments required for this purpose as and when they become due and will when reasonably required by the Chargee deliver to it a copy of the policy of insurance and the receipt for each payment

6 1 2 Indemnity for Payment by the Chargee

If the Chargor fails to perform any of its obligations under this clause, and if the Chargee takes out insurance on the Property or any part of it, the Chargor will on demand pay to the Chargee all payments made by it and for that purpose will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand. All such money and interest shall be charged on the Property,

6 1 3 Application of Insurance Money

Any money received under any policy of insurance effected or maintained by the Chargor (whether or not pursuant to their obligations under this clause 6 1) shall, at the option and absolute discretion of the Chargee, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security and, if received by the Chargor, will be held on trust for the Chargee for this purpose

7 **Restrictions**

The Chargor shall not without the prior consent of the Chargee

- 7 1 Create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or other security interest in the Property other than this security,

- 7 2 Sell or otherwise dispose of the whole of the Property,

- 7 3 Sell or otherwise dispose of any part of the Property,

- 7 4 Grant any lease or tenancy of the whole or any part of the Property,

- 7 5 Grant any easement or right over the Property

8. **Covenant to Pay**

The Chargor covenants with the Chargee to pay the Chargee on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Chargee (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this Deed and the Chargor's Obligations (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest, from the date when the Chargee becomes liable for them until payment by the Chargor, at the Interest Rate

9 **Powers of the Chargee**

The Chargee may, without restriction, grant or accept surrenders of leases of the Property or any part of it,

- 9 1. Section 103 of the Law of Property Act 1925 shall not apply and the Chargee may exercise his powers of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed (but subject to 9 7),

- 9 2 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and in such condition as to the payment of the purchase price and otherwise as the Chargee may think fit,

- 9 3 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Chargee shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as they think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925, sections 99 and 100, shall be deemed to have been enacted with the omission of sections 99(18) and 100(12),

- 9 4 At any time after the security has become enforceable, and notwithstanding the appointment of any receiver, the Chargee may at its absolute discretion exercise any power which a receiver appointed by him could exercise,
- 9 5 *At any time after the security becomes enforceable, or at the request of the Chargor, the Chargee may by writing under hand appoint any person to be a receiver of all or any part of the Property,*
- 9 6 The Chargee may by deed appoint or remove a receiver or receivers of the Property, and may fix and pay the fees of a receiver, but any receiver shall be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for the receiver's acts, defaults and remuneration,
- 9 7 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or after the giving of notice or otherwise shall apply,
- 9 8 Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in section 103 of that Act) except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail,
- 9 9 All or any of the powers conferred on a receiver by clause 9 may be exercised by the Chargee without first appointing a receiver notwithstanding any such appointment,
- 9 10 The Chargee shall not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Chargee,
- 9 11 Section 93(1) of the Law of Property Act shall not apply to this deed,
- 9 12 The powers of the Chargee as set out in this clause 9 may only be exercised on or at any time after the occurrence of an Enforcement Event but may then be exercised without prior notice to the Chargor

10 Receivers

- 10 1 Any receiver appointed by the Chargee shall (in addition to all powers conferred on him by law) have the following powers (which in the case of joint receivers may be exercised jointly or severally)
- 10 1 1 to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Chargor or otherwise,
- 10 1 2 to sell (whether by public auction or private contract or otherwise) lease, vary, renew or surrender leases or accept surrender of leases (without needing to observe the provisions of the Law of Property Act 1925 sections 99 and 100) of or otherwise dispose of or deal with all or any part of the Property or of rights associated with all or any part of the Property or to confer in so doing whether in the name or on behalf of the Chargor or otherwise,
- 10 1 3 seize and sever all or any fixtures at or in the Property and sell the same separately from the Property or its site,
- 10 1 4 to carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment including work required by any Planning Agreement,
- 10 1 5 to carry into effect and to complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor,
- 10 1 6 *to take continue or defend any proceedings and enter into any arrangement or compromise,*
- 10 1 7 to insure the Property and works and effective indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsman,
- 10 1 8 to employ advisers consultants managers agents workmen and others,
- 10 1 9 to do (whether in the name of the Chargor or otherwise) all such other acts as they may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as they may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers and for these purposes the Chargor authorise the receiver to elect to waive exemption under the Value Added Tax Act 1994 schedule 10, paragraph 2(1) on behalf of the Chargors in respect of the Property
- 10 1 10 All money received by any receiver shall be applied
- (a) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts),

- (b) in payment to the receiver of such remuneration as may be agreed between the receiver and the Chargee at, or at any time and from time to time after, their appointment,
- (c) in or towards satisfaction of the amount owed on this and any prior security, and
- (d) the surplus (if any) shall be paid to the Chargor or any persons entitled to it

11. Power of Attorney

The Chargor by way of security irrevocably appoints the Chargee and any receiver severally to be the attorney of the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and, as the Chargor's attorney, to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Chargee or any receiver pursuant to this Deed or the exercise of any of their powers under or in relation to this Deed

12. Preservation Of Other Security And Rights And Further Assurance

- 12 1 This Deed is in addition to any other security present or future held by the Chargee for the Chargor's Obligations and shall not merge with or prejudice such other security or any contractual or legal right of the Chargee,
- 12 2 Section 6(2) of the Law of Property Act (Miscellaneous Provisions) Act 2004 shall not apply to this deed,
- 12 3 The Chargor shall at its own cost, at the Chargee's request, execute any deed or document and take any action reasonably required by the Chargee to perfect this security

13 Governing Law And Jurisdiction

- 13 1 This Deed shall be governed by and construed in accordance with English law,
- 13 2 It is irrevocably agreed for the exclusive benefit of the Chargee that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, action or proceeding arising out of or in connection with this Deed may be brought in such Court,
- 13 3 Nothing in this clause shall limit the Chargee's right to take proceedings against the Chargor in any other Court of competent jurisdiction

14. Re-Assignment

Upon and subject to the Chargor's Obligations being satisfied, whether by 31 December 2017 or earlier, the Chargee shall at the request of the Chargor (but subject to the rights and claims of any persons having prior rights thereto) discharge the security hereby created

15. Notices

- 15 1 Any notice or demand by the Chargee may be served personally upon the Chargor or may be sent by first class post or email or delivered to the Chargor's registered office address,
- 15 2 A notice or demand by the Chargee by post shall be deemed to be served on the second day after posting,
- 15 3 A notice or demand by the Chargee by fax or by email shall be deemed to have been served at the time of sending


16. Application To Land Registry

16 1 The Chargee shall, within 3 working days of the execution of this Charge, apply to HM Land Registry for this Charge to be registered against the Chargor's title to the Property,


16 2 The Chargor and the Chargee hereby apply to the Land Registry for the entry of the following restriction upon the proprietorship register of the title to the Chargor's Property

"Except under an Order of the Court no transfer or disposition by the proprietor of the land is to be registered without the written consent of Stafford Borough Council Revenues Department of Civic Centre, Riverside, Stafford, ST16 3AQ and c/o summers nigh law llp, The Chapel, Little Brington, Northampton NN7 4HX "

In witness whereof this document has been duly executed as a Deed and delivered the day and year first before written

EXECUTED as a DEED and delivered by ERONBROOK LIMITED acting by its Director Patrick McCormack	
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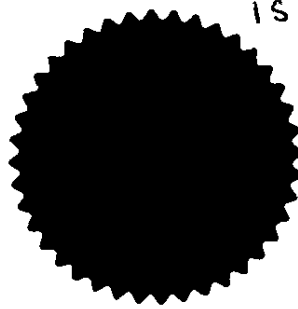
In the presence of

Witness Signature	
Witness Name	ANN CHATTEN
Witness Address	DIAMONDS OLDCASTLE, CO MEATH
Occupation	SECRETARY

THE COMMON SEAL of
STAFFORD BOROUGH COUNCIL

was affixed to this Deed in the presence of

M. Hill



15831