



Registration of a Charge

Company name: **CAPTAIN PINE LTD**

Company number: **11104457**



X892FA3M

Received for Electronic Filing: **05/07/2019**

Details of Charge

Date of creation: **03/07/2019**

Charge code: **1110 4457 0002**

Persons entitled: **LEICESTER ESTATES LTD**

Brief description: **THE FORSTER COMMUNITY COLLEGE, 2 CAPTAIN STREET, BRADFORD, BD1 4EL AND LAND ADJOINING 2 CAPTAIN STREET, BRADFORD, BD1 4EL**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CALLIDUS LAW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11104457

Charge code: 1110 4457 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd July 2019 and created by CAPTAIN PINE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2019 .

Given at Companies House, Cardiff on 8th July 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Land Registry

Legal charge of a registered estate

CH1

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 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

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: YY97091 and WYK329102
2	Property: The Forster Community College, 2 Captain Street, Bradford, BD1 4EL and land adjoining 2 Captain Street, Bradford, BD1 4EL
3	Date: 3 July 2019
4	Borrower: CAPTAIN PINE LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11104457 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: LEICESTER ESTATES LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 04391173 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register: B OLSBERG & CO, Room 9, Enterprise House, 3 Middleton Road, Manchester, M8 5DT

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	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> 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 the written consent of the proprietor for the time being of the Charge dated [3 July 2019] in favour of LEICESTER ESTATES LTD referred to in the Charges Register.</p>
9	<p>Additional provisions</p> <p>1. The Property stands charged of the Principal Sum of £200,000 (Two Hundred Thousand Pounds) ("the Loan") plus any interest, costs and other sums due from the Lender to the Borrower from time to time.</p> <p>2. Interest of 1.5% per calendar month will be charged on and in addition to the Principal Sum and will be chargeable and payable upon redemption of the Loan whether redemption of the Loan occurs during or at expiry of the Term.</p> <p>3. The term of the Loan will be a fixed term from the date of this Deed expiring on the 31st October 2019 ("the Term").</p> <p>4. In addition to the statutory covenants implied by the law the Borrower covenants with the Lender as follows:-</p> <p>(a) to keep all buildings comprised in the Property from time to time and their appurtenances in good repair and condition.</p> <p>(b) to pay to the Lender on demand the Principal Sum.</p> <p>(c) to keep the Property and the fittings and fixtures therein insured against all risks normally covered by a comprehensive insurance policy in the full value thereof for the time being in an insurance office of repute PROVIDED THAT if the Borrower shall at any time fail to so insure the Lender may do all things needed to effect the same insurance cover.</p> <p>(d) in the case of destruction or damage by any such risks to lay out the monies received in respect of such insurance in rebuilding or reinstating the Property and to make up any deficiency out of the Borrower's own money.</p> <p>(e) to produce the policy of such insurance and a receipt for the last premium paid thereon to the Lender at any time on demand.</p>

3. The powers of sale relating to this Deed shall become immediately exercisable by the Lender without the necessity of him giving notice to the Borrower in that behalf at any time or times after the happening of any of the following events:-

(a) If the Borrower shall commit any act of bankruptcy or insolvency;

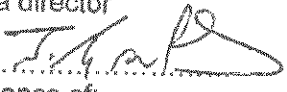
(b) If the Borrower shall fail to perform and observe any of his obligations hereunder;

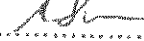
(c) Upon expiry of the Term.

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10 Execution

Executed as deed by
CAPTAIN PINE LTD
Acting as a director


in the presence of:-

Witness signature 

Witness name MARTIN J. H. A. P.

Address MMR Group
Broadhurst House
Bury Old Road
Salford M7 4QX

Occupation SECRETARY

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.