

206712/13

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

MR01

Particulars of a charge



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 there is no instrument. Use form 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 the form is 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. The instrument must be scanned and placed on the public record



A07 03/07/2013 #188
COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 0 5 2 8 7 6 6 7

Company name in full FITZPATRICK REFERRALS LIMITED

8 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 2 8 0 6 2 0 1 3

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 PETER JOHN FREDERICK STOVOLD

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

MRO1
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

FREEHOLD LAND KNOWN AS BARN 4 HALFWAY LANE,
EASHING, GODALMING, SURREY

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 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

MR01
Particulars of a charge

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

¹ 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

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
PAUL REED

Company name
RUSSELL-COOKE LLP

Address
2 PUTNEY HILL

PUTNEY

Post town
LONDON

County/Region

Postcode
S W 1 5 6 A B

Country
UNITED KINGDOM

DX
DX 59456 PUTNEY

Telephone
020 8 394 6515



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 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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 5287667

Charge code: 0528 7667 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2013 and created by FITZPATRICK REFERRALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2013

DX

Given at Companies House, Cardiff on 4th July 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 28th June 2013

P J F STOVOLD (1)
and
FITZPATRICK REFERRALS LIMITED (2)
and
M N G FITZPATRICK (3)

LEGAL CHARGE

BARN 4, HALFWAY LANE,
EASHING, GODALMING, SURREY

Russell-Cooke
2 Putney Hill, Putney,
London, SW15 6AB
Ref: 14/ PTR/STOVOLD.83

We, the undersigned, Russell-Cooke LLP
of 2 Putney Hill, London SW15 6AB hereby
certify the above to be a true copy of the original
document

Signed.....
Date this 1 day of July 2002013

This Legal charge is dated the 28th day of June Two Thousand and Thirteen

Between:-

- (1) PETER JOHN FREDERICK STOVOLD of Farm & Estate Office, The Rickyard, Eashing Farm, Godalming, Surrey (Lender), and
- (2) FITZPATRICK REFERRALS LIMITED incorporated and registered in England and Wales with company number 05287667 whose registered office is at Halfway Lane, Eashing, Godalming, Surrey GU7 2QQ (Borrower)
- (3) MARTIN NOEL GALGANI FITZPATRICK of Halfway Lane, Eashing, Godalming, Surrey GU7 2QQ (Surety)

This Deed Witnesses:

1. Definitions

- "Advance" means the sums due to the Lender pursuant to the Sale and Purchase Agreement dated 26th April 2013 and made between the parties hereto ("the Agreement")
- "Charge" means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge
- "Charged Property" means the property assets debts rights and undertaking charged to the Lender by this Charge and includes any part thereof or interest therein
- "Encumbrance" means any mortgage charge pledge lien assignment hypothecation security interest preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment
- "Expenses" means all interest commission fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Borrower or this Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection realisation or enforcement of this Charge in each case on a full indemnity basis
- "Full title guarantee" has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994

- "Property" means the freehold property referred to in the Schedule and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situate on it
- "Receiver" means an administrative receiver receiver and/or manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise
- "Repayment Date" means the *31st December* 2014
- "Secured Liabilities" means the Advance and all moneys obligation and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower to the Lender under the Agreement together with all Expenses

2. Interpretation

In this Charge -

- 2 1 The expression "Lender" where the context admits include its respective successor in title and assigns
- 2 2 Clause headings are for ease of reference only and are not to affect the interpretation of this Charge
- 2 3 Words importing the singular are to include the plural and vice versa
- 2 4 Any reference in this Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force

3. Covenant to Pay

- 3 1 The Borrower covenants with the Lender to pay the Advance and interest thereon at in full to the Lender free from any legal or equitable right of set-off by the Repayment Date PROVIDED that if
 - (a) the Borrower fails to comply with any term, condition, covenant or provision of, or to perform any of its obligations or liabilities under, this or any associated or collateral security, or
 - (b) a petition is presented for the winding up, administration or liquidation of the Borrower or for the bankruptcy of the Surety, or
 - (c) the Borrower is, or is adjudicated or found to be, insolvent or suspends payment of his respective debts or is (or deemed to be) unable or admits inability to pay his respective debts as they fall due or proposes to enter into any composition or other arrangement for the benefit of its creditors generally

or proceedings are commenced in relation to the Borrower under any law regulation or procedure relating to reconstruction or adjustment of debts

the whole of the balance of the Advance and interest thereon then outstanding shall be immediately due and repayable by the Borrower to the Lender on demand

4. Security

- 4 1 The Borrower charges to the Lender with Full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities by way of legal mortgage the Property
- 4 2 The Borrower hereby assigns absolutely to the Lender with Full title guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Borrower of all covenants rights and agreements relating to the Property subject to re-assignment on the redemption of this Charge
- 4 3 The Borrower shall promptly on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Charged Property and give all notices orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Lender or any Receiver

5. Covenants by the Borrower

- 5 1 The Borrower covenants with the Lender at all times during the continuance of this security -
- 5 1 1 to keep the buildings and all fixtures and fittings upon the Property in good and substantial repair and condition
- 5 1 2 to keep the Charged Property insured with a reputable insurer against such risks as the Lender may require for their full replacement value with the Lender's interest noted on the policy or at the Lender's option with the Lender named as co-insured and co-payee and the Borrower shall pay all premiums when due and produce or deposit with the Lender all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances
- 5 1 3 to apply any insurance proceeds in making good the loss or damage to the Charged Property or at the Lender's option in or towards the discharge of the

Secured Liabilities and pending such application the Borrower will hold such proceeds in trust for the Lender

5 1 4 to pay when due all rents, rent charges (if any), rates, taxes, charges, duties, assessments, impositions and other outgoings whatsoever charged assessed levied or imposed upon the Property or upon the owner or occupier thereof or payable in respect of the Property

5 1 5 to perform and observe all covenants, restrictions, stipulations, provisions, regulations and conditions affecting the Property

5 2 If the Borrower shall fail to comply with any of the obligations under clause 5 1 then the Lender may enter upon the Property and repair or insure the Charged Property or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Lender shall be reimbursed by the Borrower on demand and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement

6. Enforcement

Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the Law of Property Act 1925 (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise at any time after the Lender shall have demanded payment of any of the Secured Liabilities or after any breach by the Borrower of any of the provisions of this Charge

7. Lender's Liability

7 1 In no circumstances shall the Lender be liable to account to the Borrower as a mortgagee in possession or otherwise for any moneys not actually received by the Lender

7 2 In no circumstances shall the Lender be liable to the Borrower or any other person for any costs charges losses damages liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act default omission or misconduct of the Lender its officers employees or agents in relation to the Charged Property or in connection with this Charge

8. Protection of Third Parties

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such Receiver All the protection to purchasers contained in Sections 104 and 107 of the Law Property Act 1925 shall apply to any person purchasing from or dealing with the Lender or any Receiver

9. Lender's Rights

9 1 At any time after this Charge becomes enforceable all powers of the Receiver may be exercised by the Lender whether as attorney of the Borrower or otherwise

9 2 The Borrower agrees that at any time after this Charge becomes enforceable -

9 2 1 upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Lender may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities

9 2 2 the Lender may as agent of the Borrower remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Lender shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Borrower to the Lender

10. Costs and Indemnity

10 1 All costs charges and expenses incurred by the Lender in relation to this Charge or the Secured Liabilities shall be reimbursed by the Borrower to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement and be secured on the Charged Property

10 2 The Lender and every Receiver attorney or other person appointed by the Lender under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Charged Property in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Charge and against all actions proceedings losses costs claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Lender and any such Receiver may retain and pay all

sums in respect of the same out of the moneys received under the powers conferred by this Charge

11. Continuing Security

11 1 This Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged

11 2 Section 93 of the Law Property Act 1925 shall not apply to this Charge

12. Notices

12 1 Any notice or demand by the Lender may be sent by post or facsimile or delivered to the Borrower at the above address or the Borrowers address last known to the Lender or if the Borrower is a company may be served personally on any director or the secretary of the Borrower

12 2 A notice or demand by the Lender by post shall be deemed served on the day after posting

13. Miscellaneous

13 1 No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy

13 2 The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient

13 3 Any waiver by the Lender of any terms of this Charge or any consent or approval given by the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given

13 4 If at any time any one or more of the provisions of this Charge is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction neither the legality validity and enforceability of the remaining provisions of this Charge nor the

legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result

13.5 Any certificate or determination of the Lender as to the amount of the Secured Liabilities or without limitation any matter provided for in this Charge shall in the absence of manifest error be conclusive and binding on the Borrower

14. Law and Jurisdiction

This Charge is governed by and shall be construed in accordance with English law

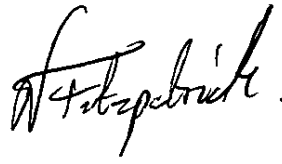
15. Surety

The Surety hereby guarantees the due performance by the Borrower of all its obligations under this agreement and will perform them or otherwise fully indemnify the Lender in respect of any non-performance of such obligations

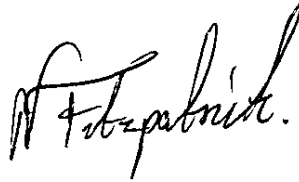
The obligations of the Surety will not be affected by any variations of this agreement to which the Surety is not a party, any other agreement entered into by the Borrower, any time or indulgence given by the Lender, the Borrower becoming insolvent, or any other act, deed or thing except an express release of the Surety or variation to the Surety's liability given in writing by the Lender

In Witness whereof this Charge has been duly executed as a deed and is intended to be and is delivered on the date first above written

Executed as a Deed by
the Borrower acting by
Martin Noel Galgani Fitzpatrick
a Director in the presence of:



Executed as a Deed by
the Surety in the presence of:



Jack Marriott
Consultant
GBH Law Limited trading as
Goodyear Blackie Herrington Solicitors
Oak House Tanshire Park
Shackleford Road Epsom Surrey GU8 6LB

The Schedule

The Property

All that freehold property known as Barn 4 Halfway Lane, Eashing, Godalming, Surrey
registered with title number at the Land Registry