

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](http://www.gov.uk/companieshouse)

A fee is payable with this form  
Please see 'How to pay' or 'Fees' on the website



A23 \*A71CJLPV\* 09/03/2018 #23  
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 is a deed. Use form MR02.

FRIDAY

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: 00784842  
Company name in full: AFM HOLDINGS LIMITED

For official use  
8  
→ 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: 08/03/2018

### 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: PAUL DAVID MERRITT

Name: PENNY JANE MERRITT

Name: DIANA ELIZABETH MERRITT

Name: MDP TRUSTEES LIMITED

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.

Brief description

9 JEFFREYS PLACE, LONDON NW1 9PP

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.

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.

- 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- Yes  
 No

8

**Trustee statement** <sup>Ⓢ</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.

Ⓢ 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

SOLICITOR TO THE CHARGES

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

# MRO1

## 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 NATHAN AINE

Company name MARSHALLS SOLICITORS

Address 102 HIGH STREET

GODALMING

Post town GODALMING

County/Region SURREY

Postcode 

|   |   |   |  |  |  |  |  |  |  |
|---|---|---|--|--|--|--|--|--|--|
| G | U | 7 |  |  |  |  |  |  |  |
|   |   |   |  |  |  |  |  |  |  |

Country UNITED KINGDOM

DX ~~38354~~ 53354 GODALMING 2

Telephone 01483 41641



### 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](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 784842

Charge code: 0078 4842 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th March 2018 and created by A F M HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2018.

Given at Companies House, Cardiff on 15th March 2018

Dx



**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.

**Certified True Copy**

*Mark W*

Marshalls

Solicitors, 102 High Street

Godalming, Surrey GU7 1DS

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<br>297696  |
| 2 | Property:<br>9 Jeffreys Place, London NW1 9PP  |
| 3 | Date: <i>8<sup>th</sup> March 2018</i>   |
| 4 | Mortgagor:<br>AFM HOLDINGS LIMITED<br><br>For UK incorporated companies/LLPs<br>Registered number of company or limited liability partnership including any prefix:<br>00784842<br>For overseas companies<br>(a) Territory of incorporation.<br><br>(b) Registered number in England and Wales including any prefix:   |
| 5 | Lender for entry in the register:<br><br>Paul David Merritt<br>Penny Jane Merritt<br>Diana Elizabeth Merritt<br>MDP Trustees Limited<br>as trustees of the AFM (Holdings) Ltd Pension Scheme<br><br>For UK incorporated companies/LLPs<br>Registered number of company or limited liability partnership including any prefix:<br>07106837<br>For overseas companies<br>(a) Territory of incorporation:<br><br>(b) Registered number in England and Wales including any prefix: |
| 6 | Lender's intended address(es) for service for entry in the register.<br><br>38 Weyside Road, Guildford GU1 1JB<br>19 Chatsworth Great Holm Milton Keynes MK8 9AS   |

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 checked="" 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 Mortgagor applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated <u>8<sup>th</sup> March 2018</u> in favour of the trustees of the AFM (Holdings) Ltd Pension Scheme referred to in the charges register or their conveyancer.</p>   |
| 9 | <p>Additional provisions</p> <p><u>9.1: Recitals</u></p> <p>9.1.1 The Lender has agreed to lend the Mortgagor a sum of money (the <b>Loan</b>) under the terms of a loan agreement dated [<u>8<sup>th</sup> March 2018</u>] between the Lender (1) and the Mortgagor (2) (the <b>Loan Agreement</b>)</p> <p>9.1.2 The Mortgagor has agreed to charge the Property to the Lender as security for the Loan, as required under the Loan Agreement</p> <p>9.2 This Legal Charge secures the Loan, the obligations of the Mortgagor under the Loan Agreement and such further sums (if any) as may be accrued pursuant to exercise of the powers contained in this Legal Charge or by statute or otherwise or agreed subsequently between the parties.</p> <p>9.3 The Mortgagor covenants with the Lender:-</p> <p>9.3.1 To observe and perform all obligations on his part under the Loan Agreement;</p> <p>9.3.2 To observe and perform the covenants referred to on the Charges Register of the above Title Number;</p> <p>9.3.3 To keep the Property in good and substantial repair and condition and permit the Lender and his agents at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition without becoming mortgagee in possession;</p> <p>9.3.4 That if the Mortgagor shall fail to keep the Property in good and substantial repair the Lender may enter upon the Property and execute such repairs as they may consider necessary or proper without thereby becoming mortgagees in possession whereupon the Mortgagor will on demand repay to the Lender all expenses incurred by them in executing such repairs;</p> |

9.3.5 To ensure that the Property is kept insured to its full replacement value with an insurance company of repute and the Lender's interest noted and will when required by the Lender deliver to them the policy of insurance and the receipt for each payment;

9.3.6 To pay and to keep the Lender indemnified against all rents rates taxes levies assessments impositions and outgoings whatsoever (whether governmental municipal contractual or otherwise) which may be or become imposed upon or payable in respect of the Property or any part of it;

9.3.7 That all expenses damages and costs incurred by the Lender in relation to any breach of covenant affecting the Property and binding upon the Mortgagor to which the Lender may become subject shall be reimbursed by the Mortgagor,

9.3.8 Not to make any disposition of the Property (nor any part thereof nor any interest therein) without the consent of the Lender or other registered proprietor for the time being of this Legal Charge and to apply to the Chief Land Registrar to enter upon the Register a restriction in appropriate form;

9.3.9 Not to grant or agree to grant any lease or tenancy or licence to occupy the Property nor to part with or share possession or occupation of the Property without the prior written consent of the Lender.

#### 9.4

9.4.1. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under Clause 9.4.2

9.4.2 The security constituted by this deed shall become immediately enforceable if the Mortgagor is in breach of Clause 7 of the Loan Agreement or in any of the following circumstances

- a) failure by the Mortgagor to pay any monies due to the Lender on their due date, or
- b) a breach in the performance of any other term or condition of the Loan Agreement or of any security held by the Lender for the Loan Agreement; or
- c) the presentation of a petition an Order being made or an effective resolution being passed for winding up the Mortgagor (except for the purposes of the reconstruction or amalgamation on terms previously approved in writing by the Lender) or the presentation of a petition for an administration order in respect of the Mortgagor; or
- d) a Liquidator Administrative Receiver Receiver Administrator or similar officer being appointed in respect of all or any of the Mortgagor's assets; or
- e) a distress execution or other legal process being levied against any of the assets of the Mortgagor and not being discharged or paid within 14 days; or
- f) the Mortgagor suspending payment of its debts or being deemed under Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof to be unable to pay its debts; or
- g) any indebtedness of the Mortgagor becoming immediately due and payable prior to its stated maturity by reason of default on the part of the Mortgagor failing to discharge any indebtedness

on its due date (other than a liability which the Mortgagor shall then be contesting in good faith)

(hereafter an "Event of Default") occurs.

9.4.3. Section 103 of the Law of Property Act 1925 shall not apply to this security except as hereby modified.

9.4.4. If the Lender does consent to the creation of a mortgage or charge on the Property (which decision shall be at the sole absolute discretion of the Lender) then the Lender may require a priority agreement or deed with the proposed mortgagee or chargee which in the case of registered land will require registration and will be a public document.

9.4.5 The Lender may without restriction grant or accept surrenders of leases of the Property (which decision shall be at the sole absolute discretion of the Lender).

9.5. The Lender may appoint or remove by deed or otherwise a receiver of the Property and any receiver appointed by the Lender 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 and the expenses incurred in connection therewith being further secured by this Legal Charge and the Lender may fix and pay the fees and expenses of the receiver but any receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the receiver's acts, default and remuneration:-

9.5.1. To take possession of and generally manage the Property and any belongings of the Mortgagor remaining upon it.

9.5.2. To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment.

9.5.3. To purchase or acquire land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land

9.5.4. To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property and the belongings of the Mortgagor upon it without restriction including (without limitation) power to dispose of any fixtures separately from the Property.

9.5.5. To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor.

9.5.6 To take continue or defend any proceedings and enter into any arrangements or compromise

9.5.7. To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen.

9.5.8. To employ advisers consultants managers agents workmen and others and purchase or acquire materials equipment goods or supplies.

9.5.9. To borrow any money and secure the payment of any money in priority to the Loan for the purpose of exercise of any of his powers



9.5 10. To do any other acts which the receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property charged by this deed.

9.6. The Mortgagor grants to such receiver an irrevocable licence and power to remove store sell and/or dispose of any belongings or personal property of the Mortgagor found by the receiver at the Property and the receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Mortgagor to the Lender.

9.7. A receiver shall apply the monies he receives first in payment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in s 109(8) of the Law of Property Act 1925.

9.8. The Mortgagor irrevocably appoints the Lender and any receiver severally to be Attorney of the Mortgagor (with full power of substitution and declaration) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any receiver pursuant to this deed or the exercise of any of their powers.

9.9 The Lender may appropriate all payments received in respect of the Loan in reduction of the Loan as the Lender in their sole discretion may decide.

9.10. This deed is in addition to any other security present or future held by the Lender over the Property for the settlement of the Loan and further sums whether expenses or otherwise accrued upon it and shall not merge with or prejudice such other security or any other contractual or legal right of the Lender to recover the Loan.

9.11. The Mortgagor will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect his security or further to secure the Loan.

9.12

9.12.1. Any notice or demand by the Lender may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's last known address.

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

9.12.3. A notice or demand by the Lender by fax shall be deemed served at the time of sending.

9.13

The liability of MDP Trustees Limited (company registration number 07106837) hereunder shall not be personal and shall be limited in any event to the extent of the assets of the AFM Holdings Ltd Pension Scheme ("the Fund") in its possession. All such liability shall cease when MDP Trustees Limited is no longer a trustee of the Fund

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10

Executed as a deed by  
**EXECUTED as a Deed by**  
AFM Holdings Limited

by

Director

~~Director~~/Secretary



P. Bass

**EXECUTED as a Deed by**  
MDP Trustees Limited

by

Director

Director/Secretary:



can

**EXECUTED as A Deed by**  
Paul David Merritt

in the presence of:

Witness

Address:



Russell

38 Middle Farm Place  
Effingham Surrey KT24 5LA

Occupation

Accountant

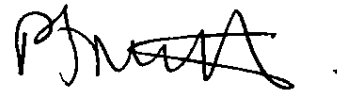
**EXECUTED as A Deed by**  
Penny Jane Merritt

in the presence of

Witness:

Address:

Occupation:



A Hagan

1 Honey Court,  
Meadow Rd,  
Farnborough GU14 8FE

PAYROLL MANAGER

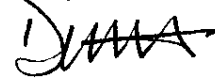
**EXECUTED as A Deed by**  
Diana Elizabeth Merritt

in the presence of:

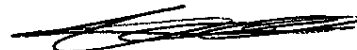
Witness.

Address:

Occupation



ANDREW MCCracken



LAWSTEY PLACE  
BURNFIELD COMMON  
READING, BERKSHIRE  
RG7 3NR

FRANKER

**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.

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