



Registration of a Charge

Company name: **CAPEL HOUSE PROPERTY TRUST LIMITED**

Company number: **00055030**



X6HVVWLC

Received for Electronic Filing: **26/10/2017**

Details of Charge

Date of creation: **20/10/2017**

Charge code: **0005 5030 0026**

Persons entitled: **JULIAN HODGE BANK LIMITED**

Brief description: **FREEHOLD PROPERTY AT QUEENS HOUSE, 28 KINGSWAY AND 55/56 LINCOLN'S INN FIELDS, LONDON, WC2A 3LJ WITH TITLE NUMBER: NGL815408.**

Contains fixed charge(s).

Contains floating charge(s) .

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

LOWRI GWYN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 55030

Charge code: 0005 5030 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th October 2017 and created by CAPEL HOUSE PROPERTY TRUST LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2017 .

Given at Companies House, Cardiff on 30th October 2017

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

We hereby certify this to be a true copy of the original subject to redaction under S859G Companies Act 2006.

Eversheds Sutherland (International) LLP
EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

DATED

20 OCTOBER 2017

JULIAN HODGE BANK LIMITED

AND

CAPEL HOUSE PROPERTY TRUST LIMITED

LEGAL MORTGAGE

THIS LEGAL MORTGAGE is made on 20 OCTOBER 2017

BETWEEN

- (1) **CAPEL HOUSE PROPERTY TRUST LIMITED** (registered number: 00055030) whose registered office/address is at Queens House, 55-56 Lincoln's Inn Fields, London, United Kingdom, WC2A 3LJ (the "**Mortgagor**")
- (2) **JULIAN HODGE BANK LIMITED** (registered number: 743437) whose registered office is at One Central Square, Cardiff, CF10 1FS (the "**Bank**")

1. INTERPRETATION

The following expressions shall have the following meanings:

"**Event of Default**" has the meaning given to it in the Facility Agreement.

"**Facility Agreement**" means a facility agreement of even date as this deed and made between (1) the Bank and (2) the Mortgagor (as the same may be amended, supplemented, varied, restated or replaced from time to time).

"**Property**" means the property specified in the Schedule including all buildings and fixtures on or at the Property together with (unless the context otherwise requires) the assets specified in clauses 3.1.2 and 3.1.3.

"**Secured Liabilities**" means all monies and liabilities (whether actual or contingent and whether principal or surety) now or at any time in the future due, owing or incurred by the Mortgagor to the Bank.

2. SECURED LIABILITIES

The Mortgagor agrees to pay on demand the Secured Liabilities when they become due in the manner provided for in the Facility Agreement.

3. MORTGAGE

- 3.1 The Mortgagor with full title guarantee and as a continuing security for the Secured Liabilities:

3.1.1 charges by way of legal mortgage the Property;

3.1.2 charges by way of fixed charge the goodwill of any business carried on at the Property for and on behalf of the Mortgagor; and

3.1.3 if the Mortgagor is a company, charges by way of floating mortgage all moveable plant, machinery, implements, utensils, furniture, goods and

equipment owned by the Mortgagor and now or from the time located on or about the Property.

4. FURTHER ASSURANCE

The Mortgagor shall on request from the Bank and at the Mortgagor's cost sign any documents and take any action which the Bank may request for the purposes of perfecting or protecting this mortgage or facilitating its enforcement.

5. RESTRICTIONS

5.1 The Mortgagor shall not without the prior written consent of the Bank:

5.1.1 create or permit to subsist or arise any mortgage, charge, debenture or any other security interest or encumbrance or any right or option over the Property or any part thereof; or

5.1.2 sell, convey, assign, lease, or transfer the Property or any interest therein, or otherwise part with or dispose of the Property or assign or otherwise dispose of any monies payable to the Mortgagor in relation to the Property or agree to do any of the above; or

5.1.3 part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the above,

except as permitted by, and in accordance with, the terms of the Facility Agreement.

6. UNDERTAKINGS OF THE MORTGAGOR

6.1 The Mortgagor undertakes to the Bank at all times when this mortgage is in force:

6.1.1 to keep the buildings and all plant, machinery, fixtures and fittings upon the Property in a reasonable good and substantial repair and condition so as not to prejudice the Bank's security and to permit representatives of the Bank free access at all reasonable times to view the state and condition of the Property;

6.1.2 to keep the Property insured in accordance with the terms of the Facility Agreement;

6.1.3 subject to the terms of any leases to which the Mortgagor is bound relating to the Property, to apply any insurance proceeds in making good the loss or

damage to the Property or (at any time when this Mortgage has become enforceable) at the Bank's option in or towards the discharge of the Secured Liabilities, and pending such application the Mortgagor will hold such proceeds in trust for the Bank; and

6.1.4 not without the previous written consent of the Bank to demolish, pull down, remove or permit to be demolished, pulled down or removed any building on or structural part of the Property.

6.2 If the Mortgagor fails to comply with any of the obligations under clause 6.1 the Bank may enter upon the Property and repair or insure the Property or take such other steps as it considers appropriate to remedy the breach and shall not as a result be deemed to be a mortgagee in possession and the monies expended by the Bank shall be reimbursed by the Mortgagor on demand, and until so reimbursed, shall carry interest from the date of payment to the date of reimbursement.

7. ENFORCEMENT

7.1 This mortgage shall become enforceable immediately upon the Bank, following an Event of Default and for so long as such Event of Default has not been remedied or waived, making demand on the Mortgagor for payment of any of the Secured Liabilities.

7.2 Section 103 of the Law of Property Act 1925 (the "LPA") shall not apply to this mortgage and the statutory powers of sale and appointing a receiver under sections 101 and 109 of the LPA (as varied and extended under this mortgage) shall arise on the execution of this mortgage and shall become immediately exercisable without any of the restrictions contained in the LPA immediately upon this mortgage becoming enforceable under clause 7.1.

8. APPOINTMENT AND POWERS OF RECEIVER

8.1 At any time after this mortgage has become enforceable or, if requested by the Mortgagor, the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be a receiver of all or any part of the Property and where more than one receiver is appointed they may be given power to act either jointly or severally.

8.2 The Bank may from time to time determine the remuneration of the receiver and may remove the receiver and appoint another in his place.

8.3 The receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and by any other statute and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Bank's powers) the receiver shall have power in the name of the Mortgagor or otherwise to do the following things, namely:

- 8.3.1 to take possession of the Property and to manage the Property and manage and carry on any business carried on at the Property;
- 8.3.2 to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- 8.3.3 to borrow monies from the Bank or others on the security of the Property for the purpose of exercising any of his powers;
- 8.3.4 to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
- 8.3.5 to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
- 8.3.6 to take, continue or defend proceedings or make any arrangement or compromise between the Mortgagor and any persons in both cases in relation to the Property which he may think expedient;
- 8.3.7 to make and effect repairs and improvements;
- 8.3.8 to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;
- 8.3.9 to purchase materials, tools, equipment, goods or supplies;

8.3.10 to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine; and

8.3.11 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers referred to above and which he lawfully may or can do.

Provided that the receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently.

8.4 Any monies received by the receiver in the exercise of his powers under this mortgage and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, mortgages and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration, secondly, in payment of the Secured Liabilities and thirdly, any balance shall be paid to the person or persons entitled to it.

9. BANK'S LIABILITY

9.1 In no circumstances shall the Bank be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any monies not actually received by the Bank.

9.2 In no circumstances shall the Bank be liable to the Mortgagor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Property or from any act, default, omission or misconduct of the Bank its officers, employees or agents in relation to the Property or in connection with this mortgage.

10. PROTECTION OF THIRD PARTIES

10.1 Any purchaser or any other person dealing with the Bank 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 mortgage 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 Bank or such receiver.

10.2 All the protections for purchasers contained in sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Bank or any receiver.

11. POWERS OF LEASING

The statutory powers of sale, leasing and accepting surrenders exercisable by the Bank are extended so as to authorise the Bank (whether in the name of the Bank or the Mortgagor) to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank (in its absolute discretion) shall think fit.

12. POWER OF ATTORNEY

12.1 The Mortgagor irrevocably appoints the Bank and any receiver jointly and also severally the attorney and attorneys of the Mortgagor in the name of the Mortgagor to sign any documents or take any actions for the purposes of perfecting or protecting this Mortgage or facilitating its enforcement.

12.2 The Mortgagor agrees to ratify and confirm anything any attorney appointed under this clause properly does or purports to do in the exercise of any of the powers, granted or referred to in this mortgage.

13. BANK'S RIGHTS

13.1 At any time after this mortgage becomes enforceable all powers of the receiver may be exercised by the Bank whether as attorney of the Mortgagor or otherwise.

13.2 The Mortgagor agrees that at any time after this mortgage becomes enforceable:

13.2.1 upon any sale or other disposition in exercise of the powers under this mortgage the Bank may sever any fixtures from the Property and sell the same separately 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; and

13.2.2 if the Mortgagor is an individual clause 3.1.3 therefore does not apply, the Bank may as agent of the Mortgagor remove and sell any chattels on the Property and the net proceeds of sale shall be paid to the Mortgagor.

13.3 The Bank shall on receiving notice that the Mortgagor has created an encumbrance over or disposed of the Property or any part of it or any interest in it in breach of this mortgage or the Facility Agreement be entitled to close any account or accounts of the Mortgagor and to open a new account or accounts with the Mortgagor and

(without prejudice to any right of the Bank to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank when it received such notice.

14. CONCLUSIVE AND BINDING

- 14.1 Any demand, notification or certificate given by the Bank specifying amounts due and payable under or in connection with any of the provisions of this mortgage shall, in the absence of manifest error, be conclusive and binding on the Mortgagor.

15. ASSIGNMENT

- 15.1 This mortgage is assignable or transferable by the Bank;
- 15.2 The mortgagor may not transfer any of its obligations under this mortgage;
- 15.3 The Bank may disclose to any person connected with the Bank and/or any person to whom it is proposing to transfer or assign or has transferred or assigned any of its rights under this mortgage any information about the Mortgagor or any party connected or associated with it.

16. COSTS AND EXPENSES

- 16.1 The Mortgagor shall on demand by the Bank and on a full indemnity basis pay to the Bank the amount of all reasonable costs and expenses (including legal costs) together with Value Added Tax which the Bank incurs in connection with the preservation or enforcement of the Bank's rights under this mortgage;
- 16.2 If the Mortgagor does not pay on demand any costs and expenses referred to in clause 16.1 such sums still carry interest from the date of demand until they are paid in full.

17. COMMUNICATIONS

- 17.1 Any demand or notice under this mortgage shall be in writing signed by an officer or agent of the Bank and (without prejudice to any other effective means of serving it)

- may be served on the Mortgagor personally or by post and either by delivering it to the Mortgagor by despatching it addressed to the Mortgagor at the address stated in this document (or such other address as may from time to time be notified by the Mortgagor to the Bank for this purpose) or the Mortgagor's current registered office.
- 17.2 Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery.
- 17.3 Any such demand or notice sent by post shall be deemed to have been received at the opening of business in the intended places of receipt on the day following the day on which it was posted, even if returned undelivered.
18. **MISCELLANEOUS**
- 18.1 No delay or omission on the part of the Bank in exercising any right or remedy under this mortgage 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 mortgage of that or any other right or remedy.
- 18.2 The Bank's rights under this Mortgage are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.
- 18.3 Any waiver by the Bank of any terms of this mortgage or any consent or approval given by the Bank 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.
- 18.4 If at any time any one or more of the provisions of this mortgage 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 mortgage 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.
- 18.5 Where any provision of this mortgage provides for the payment of interest, interest shall be calculated at the rate applicable to the Secured Liabilities (or, if there is more than one such rate, at the higher(est) of such rates) or, in the absence of any such rate, at 3% per annum above the Bank's base rate from time to time in force.
- 18.6 References to statutes, statutory provisions and other legislations shall include all amendments, substitutions, modifications and re-enactments for the time being in force.

18.7 Clause headings are for reference only and are not to affect the interpretation of this mortgage.

19. **REGISTERED LAND**

The Mortgagor applies to the District Land Registrar for a restriction in the following terms to be entered on the register of the Mortgagor's title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 20 OCTOBER 2017 in favour of Julian Hodge Bank Limited referred to in the charges register."

20. **RELEASE OF SECURITY**

On discharge and full repayment of the Secured Liabilities, the Bank shall, at the request and reasonable cost of the Mortgagor, take all such action as is necessary to release the Property from the security constituted by this mortgage.

21. **JOINT AND SEVERAL**

If two or more persons are included in the expression Mortgagor their liability shall be joint and several.

THIS MORTGAGE has been executed as a deed on the date stated at the beginning of this document.

SCHEDULE

Description / Address	Freehold / Leasehold	Title Number
Queens House, 28 Kingsway and 55/56 Lincoln's Inn Fields, London WC2A 3LJ	Freehold	NGL815408

EXECUTION

The Chargor

Executed as a deed by **Redacted - Eversheds Sutherland (International) LLP**

**CAPEL
PROPERTY
LIMITED**

acting by one director
in the presence of:

Witness signature:

Witness name:

Witness address:

The Lender

Executed as a deed by
JULIAN HODGE BANK LIMITED
acting by its duly authorised attorney

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

and its duly authorised attorney

in the presence of:

Witness signature:

Witness name:

JULIAN HODGE BANK LIMITED

**Redacted - Eversheds Sutherland
(International) LLP**

Witness address:

Witness occupation:

Atten

Redacted - Eversheds
Sutherland (International) LLP

