

MR01

Particulars of a charge

037176/23



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

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **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 MR0

For further information, please
refer to our guidance at:

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 delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



R68IH7M9

RCS

13/06/2017

#11

COMPANIES HOUSE



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.

TUESDAY

1 Company details

Company number 0 1 6 8 8 4 5 4

Company name in full Rathbone Trust Company 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 1 2 0 6 2 0 1 7

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 Elise Martine Egozi

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.

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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 By way of legal mortgage all legal interest in the freehold land being 11, 15, 21, 23, 25, 25a, 27, 27a, 27b and 27c Farm Street as registered under title number 23575	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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input 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 type="checkbox"/> Yes <input checked="" 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 checked="" 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 <i>Langtons</i> 12/6/17 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 Anna Melvill

Company name Laytons Solicitors LLP

Address 2 More London Riverside

Post town

County/Region London

Postcode S E 1 2 A P

Country UK

DX

Telephone 020 7842 8000



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: 1688454

Charge code: 0168 8454 0110

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th June 2017 and created by RATHBONE TRUST COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th June 2017.

P

Given at Companies House, Cardiff on 20th June 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 12th June 2017

RATHBONE TRUST COMPANY LIMITED AS TRUSTEE OF THE YORK TERRACE SETTLEMENT

- and -

ELISE MARTINE EGOZI

LEGAL CHARGE

relating to
the freehold land being 11, 15, 21, 23, 25, 25a, 27, 27a,
27b and 27c Farm Street, London, W1

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

Laytons

12/6/17

LAYTONS

S O L I C I T O R S

GUILDFORD



LONDON



MANCHESTER

www.laytons.com

Ref: KTB/12379362/03.11.2016

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THIS LEGAL CHARGE is made on

12th June

2017

BETWEEN

- (1) **RATHBONE TRUST COMPANY LIMITED** (incorporated and registered in England and Wales under company number 01688454) as trustee of the York Terrace Settlement whose registered office is at 1 Curzon Street, London, W1J 5FB ("Borrower"); and
- (2) **ELISE MARTINE EGOZI** (nee Gordon) of 947 Captiva Drive, Hollywood, 33019 Florida USA ("Lender")

NOW THIS DEED WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Legal Charge the following words and expressions have the following meanings unless precluded by the context:

"Event of Default"	An event of default occurs if: <ol style="list-style-type: none">(a) the whole or (as appropriate) any part of the Secured Sums is not paid within twenty eight days of the date when due; or(b) the Borrower commits any material breach of or omits in any material manner to observe any of its obligations under this Legal Charge and/or the Loan Agreement and if the Borrower fails to take (and thereafter continues to take) steps to remedy such breach or omission within thirty days of notice by the Lender requiring such remedy; or(c) the Borrower commits an Event of Insolvency (as defined in clause 7);
"Loan Agreement"	the loan agreement dated 23 August 2016 made between the Lender and the Borrower;
"Mortgaged Property"	the freehold land shown edged red on the plan to the Title Number 235745 being 11, 15, 21, 23, 25, 25a, 27, 27a, 27b and 27c Farm Street with Title Absolute;
"Prescribed"	two per cent (2%) above the base lending rate of National

Rate"	Westminster Bank plc from time to time;
"Prior Mortgage"	a legal charge of the Mortgaged Property created 28 April 2004 date granted by the Borrower in favour of the Prior Mortgagee;
"Prior Mortgagee"	HSBC Republic Bank (UK) Limited; and
"Secured Sums"	the monies referred to in clause 2 in this Legal Charge.

1.2 Interpretation

- 1.2.1 Words importing the masculine gender only include the feminine gender and neuter meaning and vice versa and words importing the singular number include the plural number and vice versa.
- 1.2.2 References to a clause shall mean and refer to a clause of this Legal Charge.
- 1.2.3 The clause headings in this Legal Charge are for the convenience of the parties only and shall not affect its construction.
- 1.2.4 Expressions ascribed with a particular meaning in the Loan Agreement shall have the same meaning in this Legal Charge except where a different meaning is ascribed to them herein or where the context otherwise requires.

1.3 Priority

This Legal Charge is subject to and ranks in priority after the Prior Mortgage.

2. THE SECURED SUMS

All monies and/or liabilities now or hereafter owing from or incurred by the Borrower to the Lender under the Loan Agreement and further all costs charges and expenses which the Lender may from time to time pay or incur in enforcing this security or in paying any rates, taxes or outgoings or in insuring, repairing, maintaining, managing or realising the Mortgaged Property or any part thereof (to the intent that the Lender shall be afforded a full complete and unlimited indemnity in respect thereof notwithstanding any rule or equity to the contrary) and whether arising directly or indirectly in respect of this security or of any other security held by the Lender for the same indebtedness.

3. COVENANT FOR PAYMENT

In pursuance of the provisions of the Loan Agreement the Borrower hereby covenants with the Lender to repay the Secured Sums as and when they shall become due and payable.

4. CHARGE ON MORTGAGED PROPERTY

As continuing security for the payment of the Secured Sums as herein provided the Borrower with full title guarantee:

created 28 April
the Prior

- 4.1.1 hereby charges by way of second legal mortgage (subject to the Prior Mortgage) and the principal sums and interest and other money secured by it ALL THAT the Mortgaged Property (which for the avoidance of doubt shall include but not be limited to the buildings and other constructions on the Mortgaged Property whether constructed or in the process of construction) subject to all matters subject to which the Mortgaged Property was transferred to the Borrower;
- 4.1.2 charges by way of fixed charge all existing and future copyright and all other intellectual property rights in the plans, drawings, elevations, specifications, working papers, layouts, designs, sales literature, sales brochures and all other like matters used in connection with the development of the Mortgaged Property;
- 4.1.3 charges by way of fixed charge all book debts and other debts now and from time to time due or owing to the Borrower in relation to the Mortgaged Property and without prejudice and for the avoidance of doubt all moneys arising and paid or to be paid to the Borrower from the sale or leasing of the properties or any of them erected thereon or the granting of rights of way or easements over the Mortgaged Property; and
- 4.1.4 charges by way of floating security all fixed and moveable plant and machinery and fixtures implements and utensils of whatever nature fixed or placed upon or used in or about the Mortgaged Property and all building and other materials of whatever nature purchased for and to be used in the development of the Mortgaged Property.

5. BORROWER'S COVENANTS AND POWERS

5.1 Covenants

The Borrower hereby covenants with the Lender throughout the duration of this Legal Charge:

- 5.1.1 to observe and perform and comply with the obligations on the part of the Borrower contained in the Loan Agreement; and
- 5.1.2 to pay all charges, costs, fees and expenses reasonably and properly incurred by the Lender or any receiver appointed hereunder in connection with the enforcement of the security constituted by this Legal Charge.

5.2 Powers

The Borrower shall have the power to grant leases and to accept or agree to accept surrenders of leases and to agree to grant any lease or tenancy of the Mortgaged Property or any part thereof or to confer upon any person any licence right or interest contractual or

otherwise to occupy the Mortgaged Property or any part thereof without the restrictions contained in section 99 of the Law of Property Act 1925 without the prior approval of the Lender.

6. LENDER'S POWERS OF ENFORCEMENT

6.1 Timing

The Lender's powers of enforcement under this Legal Charge shall arise the day after the date hereof and become immediately exercisable after the occurrence of an Event of Default and the giving thereafter of notice in writing by the Lender to the Borrower of its intention to enforce the same.

6.2 Section 103 Law of Property Act 1925

The restrictions imposed by section 103 of the Law of Property Act 1925 shall not apply to this Legal Charge and (in addition to any statutory protection) any purchaser (as defined in section 205 of the Law of Property Act 1925) or other person dealing with the Lender shall be entitled and be bound to assume that the Secured Sums shall have become due and remain outstanding and the said powers are immediately exercisable.

6.3 Additional Powers

The powers of the Lender (in addition to those conferred by statute) shall be as follows:

6.3.1 the power of sale whether or not the Lender shall be in possession of the Mortgaged Property; and

6.3.2 the power to appoint a receiver.

6.4 Covenant

The Lender hereby covenants with the Borrower that it shall not be entitled to nor shall it take possession of the Mortgaged Property nor to exercise the statutory power to insure unless and until an Event of Default shall have occurred.

6.5 Grant of Leases

The Lender shall have the power to grant leases and to accept or agree to accept surrenders of leases and to agree to grant any lease or tenancy of the Mortgaged Property or any part thereof or to confer upon any person any licence right or interest contractual or otherwise to occupy the Mortgaged Property or any part thereof without the restrictions contained in Section 99 of the Law of Property Act 1925.

6.6 Power of Sale

At any time after the power of sale has become exercisable the Lender or any receiver appointed hereunder may enter and manage the Mortgaged Property or any part thereof whereupon the following provisions shall apply:

the restrictions
approval of the

- 6.6.1 the Lender or the receiver may provide such services and carry out such repairs and works of improvement, addition or completion (including the provision of plant, equipment and furnishings) as shall reasonably be deemed expedient;
- 6.6.2 all expenditure incurred pursuant to clause 6.6.1 hereof shall be immediately repayable by the Borrower with interest from the date of payment by the Lender or the receiver until repayment by the Borrower at the Prescribed Rate and shall be charged on the Mortgaged Property in addition to the Secured Sums;
- 6.6.3 neither the Lender nor any receiver shall be liable to the Borrower as mortgagee in possession or otherwise for any loss howsoever occurring in the exercise of their powers.

6.7 Costs

Any costs, expenses and liabilities reasonably and properly incurred by the Lender or by any receiver appointed hereunder in connection with the exercise of any of the powers hereby conferred shall be charged upon the Mortgaged Property with interest from the date of payment by the Lender or the receiver until repayment by the Borrower at the Prescribed Rate in addition to the Secured Sums.

6.8 Remuneration of Receiver

Any receiver appointed hereunder shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the receiver in accordance with the current practice of his firm.

7. EVENT OF INSOLVENCY

"Event of Insolvency" means any of the following events relating to the Borrower being:

- 7.1.1 the Borrower being unable to pay its debts as they fall due or the value of its assets being less than the amount of its liabilities taking into account its contingent and prospective liabilities;
- 7.1.2 a proposal being made for a voluntary arrangement under Part I of the Insolvency Act 1986 (referred to as "the Act" in the remainder of this clause 7);
- 7.1.3 a petition being presented for an administration order under Part II of the Act;
- 7.1.4 a receiver or manager being appointed whether under Part III of the Act (including an administrative receiver) or otherwise;
- 7.1.5 the company going into liquidation as defined in section 247(2) of the Act (other than a voluntary winding up solely for the purposes of amalgamation or reconstruction while solvent);
- 7.1.6 a provisional liquidator being appointed under section 135 of the Act;

- 7.1.7 a proposal being made for a scheme of arrangement under sections 895-901 of the Companies Act 2006;
- 7.1.8 the presentation of a winding up petition.

8. GENERAL PROVISIONS

8.1 Service of Demands and Notices

All demands and notices served hereunder shall be deemed to have been properly served if they comply with the provisions for notices in the Loan Agreement.

8.2 Discharge

If the Borrower shall pay to the Lender the Secured Sums the Lender will at the request of the Borrower duly and promptly discharge the Mortgaged Property from this Legal Charge.

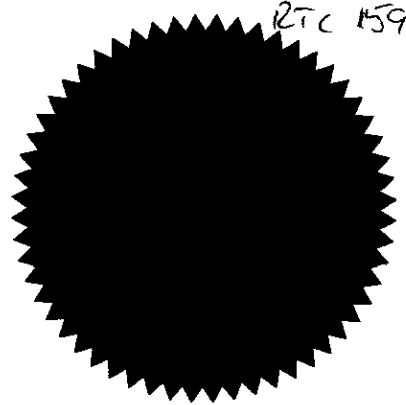
IN WITNESS this document has been signed as a deed and delivered on the date first above written

Sections 895-901 of

RTC 1595

SIGNED AS A DEED
by
RATHBONE TRUST COMPANY
LIMITED AS TRUSTEE OF THE YORK
TERRACE SETTLEMENT
acting by a director and
the secretary or two directors


)
)
)
)
)
)
)



Director:
Name (please print):


T F Smith
T.F. SMITH

Director/Secretary:
Name (please print):


BRUCE NEWBIGGING

SIGNED AS A DEED
by
ELISE MARTINE EGOZI
in the presence of:

)
)
)
)
)
)
)

Witness Signature: 

Name: Oksana Chorno

Address: 64. st. Augustine avenue
HAS 7NK

Occupation: domestic service