

MR01

Particulars of a charge

221964/13

Oyez

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
an instrument. Use form MR08

SATURDAY



A26 15/08/2015 #7
COMPANIES HOUSE

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 08594020 ✓

Company name in full IP PROPERTIES LIMITED

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 05/08/2015 ✓

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 GERARD GEORGE KERKHOF ✓

Name KIRSTEN HELEN SMITH ✓

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

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

ALL THAT LEASEHOLD PROPERTY KNOWN AS 33 BUCHAN
TOWERS RADWELL DRIVE BRADFORD BD5 0QS

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 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 *Jeffrey* 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 CT/453624IPPROPERITES
Company name JEFFERIES ESSEX LLP
Address 3rd Floor Dencora Court Tylers Avenue Southend on Sea Essex Postcode S S 1 2 B B Country DX DX 2817 SOUTHEND Telephone 01702 332311
 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
<input type="checkbox"/> The company name and number match the information held on the public Register
<input type="checkbox"/> You have included a certified copy of the instrument with this form
<input type="checkbox"/> You have entered the date on which the charge was created
<input type="checkbox"/> You have shown the names of persons entitled to the charge
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input type="checkbox"/> You have given a description in Section 4, if appropriate
<input type="checkbox"/> You have signed the form
<input type="checkbox"/> You have enclosed the correct fee
<input type="checkbox"/> 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8594020

Charge code: 0859 4020 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th August 2015 and created by IP PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2015

DZ

Given at Companies House, Cardiff on 20th August 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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

Jefferies Essex LLP

Jefferies Essex LLP Solicitors
Dencora Court, Tyler Avenue
Southend on Sea, Essex
SS1 2BB
05.08.2015

HM LAND REGISTRY
LAND REGISTRATION ACT 2002

Administrative area	West Yorkshire	Bradford
Title number	WYK633568	
Property	33 Buchan towers, Radwell Drive, Bradford,	BD5 0QS

THIS LEGAL CHARGE is made the *5th* day of *August* 2015

BETWEEN

- (1) IP Properties Limited (Co No 08594020) whose registered office is situate at Consort House Third Floor Offices, 12 South Parade, Leeds, West Yorkshire, LS1 5QS ('the Borrower') and
- (2) Gerard George Kekhof and Kirsten Helen Smith both of Calle Huaroc 221-DPTO 303 Santiago De Surco Lima Peru ('the Lender')

NOW THIS DEED WITNESSES as follows

1 DEFINITIONS AND INTERPRETATION

For all purposes of this legal charge the terms defined in this clause 1 have the meanings specified

1.1 Gender, personality and number

Unless the context otherwise requires

- 1.1.1 the singular includes the plural and vice versa,
1.1.2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa, and
1.1.3 references in the masculine gender include references in the feminine or neuter genders and vice versa

1.2 Headings

The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation

1.3 'The Interest Payment Days'

'The Interest Payment Days' means the *1st* day of *September* 2015 and the *1st* day of each calendar month thereafter

1.4 'The Interest Rate'

'The Interest Rate' means 1% per month a total of 12% per annum

1.5 Interpretation of 'the Borrower' and 'the Lender'

Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons

1.6 Joint and several liability

Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally

1.7 Obligation not to permit or suffer

Any covenant by the Borrower not to do anything includes an obligation not to permit or suffer that thing to be done by another person

1.8 'The Planning Acts'

'The Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004

1.9 'The Principal'

'The Principal' means the sum of £23,000 00

1.10 'The Property'

'The Property' means the property specified in the schedule and all buildings, erections, structures, fixtures, fittings and appurtenances on the Property from time to time

1.11 'The Redemption Date'

'The Redemption Date' the date which is 12 calendar months from the date or earlier at the Borrower's sole discretion

1.12 References to clauses

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered

1.13 References to statutes

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute

1.14 'VAT'

'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT

2 RECITALS

2.1 Title

The Borrower is registered at the Land Registry as proprietor with title absolute of the property described in the schedule subject as mentioned in the said title but otherwise free from incumbrances

2.2 Agreement to lend

The Lender has agreed to lend to the Borrower the sum of £23,000 00 on condition that its repayment together with interest is secured in the manner set out in this document

3 PAYMENT OF PRINCIPAL, INTEREST AND COSTS

In consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out in this clause 3

3.1 Payment of principal

The Borrower covenants with the Lender to pay the Principal to the Lender free from any legal or equitable right of set-off on the Redemption Date or, if earlier, immediately on demand if

- 3 1 1 the Borrower or any surety fails to comply with any term, condition, covenant or provision of or to perform any of his obligations or liabilities under this or any associated or collateral security, or
- 3 1 2 any judgement or order made against the Borrower or any surety by any court involving the payment of money be them is not complied with, or
- 3 1 3 in the case of a company or limited liability partnership
 - 3 1 3 1 the Borrower or any surety makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part I or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part, or
 - 3 1 3 2 the Borrower or any surety becomes subject to a notice of an intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Borrower or any surety entering into administration, or
 - 3 1 3 3 an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower or any surety, or
 - 3 1 3 4 a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender)

3.2 Interest

3 2 1 Payment of interest

The Borrower covenants with the Lender to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate, from the date hereof, by equal monthly payments in advance on the Interest Payment Days, such interest to be payable as well after as before any demand or judgement or the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Borrower

3 2 2 General

All covenants and provisions contained in this mortgage and all powers and remedies conferred by law or by this mortgage and all rules of law or equity relating to the Principal and interest on it shall equally apply to capitalised arrears of interest and to interest on them

3.3 Early Redemption

Subject to the Borrower having otherwise in all respects and at all times observed and performed its obligations under this deed the Borrower may redeem this legal charge at any time before the Redemption Date by giving the Lender not less than 7 days written notice of his intention thereto

4 LEGAL CHARGE

The Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed

5 BORROWER'S REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as set out in this clause 5

5.1 Permitted use

The present use of the Property is a permitted use within the provisions of the Planning Acts

5.2 Contravention of other liabilities

The execution of and the observance and performance of the Borrower's obligations under this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement

5.3 Contravention of other liabilities

The execution of and the observance and performance of the respective obligations of the Borrower under this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement

5.4 Capacity

The execution of and the observance of the obligations of the Borrower under this mortgage does not and will not contravene any of the provisions of its constitutions

6 BORROWER'S COVENANTS AS TO THE PROPERTY

The Borrower covenants with the Lender as set out in this clause 6

6.1 *Repairing obligation*

The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition

6.2 Insurance

6.2.1 *Duty to insure*

The Borrower will

6.2.1.1 ensure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names, and against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time approve in writing, and

6.2.1.2 make all payments required for this purpose as and when they become due and will when required by the Lender deliver to the Lender the policy of insurance and the receipt for each payment

6.3 Outgoings

The Borrower will punctually pay and indemnify the Lender against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether

governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

6.4 General covenant to comply with statutes etc

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects

6.5 General covenant to produce notices etc

6.5.1 Production

The Borrower will immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party, and will allow the Lender to make a copy of it

6.5.2 Compliance

The Borrower will comply with any order, direction, permission, notice or other matter referred to in clause 6.6.1 without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve writing

6.6 Leasing and disposal

The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent)

6.6.1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder, or

6.6.2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it

6.7 Compliance with terms of conveyances etc

The Borrower will observe and perform the terms of all conveyances, grants, assignments, transfers, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower

6.8 Other charges

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security

7 LENDER'S POWERS AND RIGHTS

7.1 Extension of statutory powers

At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise

8 INDULGENCE AND WAIVER

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this

mortgage grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person

9 DEMANDS AND NOTICES

9.1 Form and mode of deemed service

A demand or notice by the Lender under this mortgage must be in writing and shall be deemed to have been properly served on the Borrower if served personally on

9 1 1 the Borrower if an individual, or

9 1 2 any one of the directors or the secretary of the Borrower if a limited company, or

9 1 3 any member of the Borrower if a limited liability partnership

or by first class letter post or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business or as appropriate its registered office or at any of its principal places of business

9.2 Method of service

Service shall be deemed to be effected notwithstanding the death or as appropriate dissolution of the Borrower

9 2 1 at 1000 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City Of London) immediately following the day of posting if given by first class letter post to Consort House Third Floor Offices, 12 South Parade, Leeds, West Yorkshire, LS1 5QS or such other address in England as may be notified to the Lender in writing irrespective of the time or date of actual delivery or of lack of delivery,

9 2 2 when dispatched if given by fax,

9.3 Other methods of service

The methods of service described in clause 10 1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196

9.4 Multiple borrowers

If the expression 'the Borrower' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons

10 VALIDITY AND SEVERABILITY

10.1 Enforceability

Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

10.2 Lack of capacity

If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

11 EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this mortgage is intended to confer any benefit on any person who is not a party to it

12 GOVERNING LAW AND JURISDICTION

12.1 Construction

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

12.2 Jurisdiction of English courts

It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts

12.3 Jurisdiction of other courts

Nothing in this clause 12 shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

13 PAYMENTS TO THE LENDER

13.1 All sums payable by the Borrower in accordance with this agreement shall be paid free and clear of all withholdings, set-offs or counterclaims whatsoever, except any deduction or withholding which may be required by law in relation to any taxation. If such withholding or deduction is so required by law, then the Borrower shall

13.1.1 ensure that the amount by which the payment is reduced (the 'required amount') does not exceed the minimum legally required,

13.1.2 account in full for the required amount to the relevant taxation or other competent authority on or before its due date, and

13.1.3 furnish to the Lender on or before such due date an official receipt of the relevant taxation or other competent authority for the required amount or, if such receipts are not issued by the authority concerned, a certificate of deduction or equivalent evidence relating to the required amount

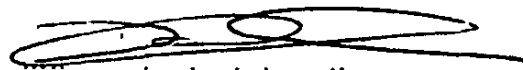
13.2 If any deductions or withholdings are required to be made as aforesaid, the Borrower shall be obliged to pay to the Lender such amount as will, after the deduction or withholding has been made, leave the Lender with the same amount as it would have been entitled to receive in the absence of such requirement to make a deduction or withholding

IN WITNESS whereof the parties have executed this legal charge as a deed the day and year first above written

SCHEDULE: THE PROPERTY

leasehold &
ALL THAT freehold land and building known as 33 Buchan Towers
Radwell Drive Bradford BD5 0QS as is registered at the Land Registry
under the title above mentioned

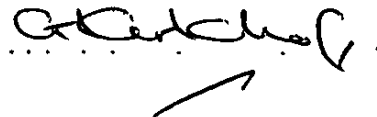
EXECUTED as a Deed by
IP Properties Limited
Acting by a director
In the presence of:-




Director

W Name MATHEW HALL
I Signature M. Hall
T Address 18 WILLIAM CHASE
N LINCOLN
E CHESHIRE
S WATSEY
S Occupation OFFICE MANAGER


EXECUTED as a Deed by
Gerard George Kerkhof
in the presence of:-



W Signed 
I Name S. CORDINGLEY
T Address 15 THE HEATHERS
N BAMBER BRIDGE
E PRESTON
S PL 5 8LJ
S Occupation DIRECTOR

EXECUTED as a Deed by
Kirsten Helen Smith
in the presence of:-



W Signed 
I Name S. CORDINGLEY
T Address 15 THE HEATHERS
N BAMBER BRIDGE
E PRESTON
S PL 5 8LJ
S Occupation DIRECTOR

IN WITNESS whereof the parties have executed this legal charge as a deed the day and year first above written

SCHEDULE: THE PROPERTY

leasehold &

ALL THAT ~~freehold~~ land and building known as 33 Buchan Towers
Radwell Drive Bradford BD5 0QS as is registered at the Land Registry
under the title above mentioned

EXECUTED as a Deed by
IP Properties Limited
Acting by a director
In the presence of -



Director

W Name **MATHEW HALL**
I Signature *M. Hall*
T Address **18 WILLOW CLOSE**
N **RUNCORN**
E **CHESHIRE**
S **WA7 5EY**
S Occupation **OFFICE MANAGER**

EXECUTED as a Deed by
Gerard George Kerkhof
in the presence of -

W *Signed*
I *Name*
T *Address*
N
E
S
S *Occupation*

EXECUTED as a Deed by
Kirsten Helen Smith
in the presence of -

W *Signed*
I *Name*
T *Address*
N
E
S
S *Occupation*