



Registration of a Charge

Company name: **IP PROPERTIES LIMITED**

Company number: **08594020**



X8AWN3MG

Received for Electronic Filing: **01/08/2019**

Details of Charge

Date of creation: **26/07/2019**

Charge code: **0859 4020 0010**

Persons entitled: **CAROLE ANNE BOTTOMLEY**

Brief description: **ALL THAT FREEHOLD LAND INCLUDING THE BUILDING ERECTED UPON IT KNOWN AS BOYDS MILL, EAST STREET, LEEDS LS9 8EQ AND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBERS WYK311681, WYK594514, YY39634 AND YY40830.**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JEFFERIES ESSEX LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8594020

Charge code: 0859 4020 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th July 2019 and created by IP PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2019 .

Given at Companies House, Cardiff on 2nd August 2019

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

Third Party Legal Charge

Date:

26 JULY

2019

Definitions

Company: **PRIESTLEY HOMES LIMITED** (company number 08281613) whose registered office is at Suite K Priestley House 170 Elland Road Leeds LS11 8BU

Company's Obligations: All the Company's liabilities to the Lender whether pursuant to the Loan Agreements or otherwise and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Lender's charges and commission Interest and Expenses

Expenses: All expenses (on a full indemnity basis) incurred by the Lender or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

Loan Agreements: The loan agreements dated 22 APRIL 2019 between the Lender (1) and Company (2) for the provision of the loan facilities secured by this Deed.

Mortgagor: **IP PROPERTIES LIMITED** (company number 08594020) whose registered office is at of Suite K Priestley House 170 Elland Road Leeds LS11 8BU

Property:

| | |
|---------------------|---|
| Administrative Area | : West Yorkshire: Leeds |
| Description | : The land including the Building erected upon it known as Boyds Mill, East Street, Leeds LS9 8EQ |
| Tenure | : Freehold |
| Title Number | : WYK311681, WYK594514, YY39634 and YY40830 |

Receiver: A receiver or a receiver and manager of any or all of the Property

Required Currency: The currency or currencies in which the Company's Obligations are expressed from time to time

The Lender: **CAROLE ANNE BOTTOMLEY** of Tynrhyn, Bryn Pydew Road, Llangwstenin, Conwy LL31 9JH.

Third Party Legal Charge

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Charge

- 1 **In consideration of the Lender facilities to the Company and for the purpose of securing the discharge on demand of the Company's Obligations the Mortgagor with full title guarantee charges to the Lender by way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale)**

Continuing Security

- 2.1 **This deed shall be a continuing security notwithstanding the insolvency or winding up of the Mortgagor until the expiry of one month from the date of receipt by the Lender of written notice to the Lender by the Mortgagor or his personal representatives to discontinue the security created by this deed**
- 2.2 **Notwithstanding notice of discontinuance under Clause 2.1 this deed shall remain valid as security for all the Company's Obligations as at the date of expiry of the notice**

Arrangements with the Company and others

- 3 **The Lender may without the consent of or notice to the Mortgagor and without releasing or affecting the security created by this deed :-**
- 3.1 **Allow to the Company or any other person any time or indulgence**
- 3.2 **Grant to the Company or any other person any new or increased facility and increase any rate of interest or charge**
- 3.3 **Enter into renew vary or end any agreement or arrangement with or liability of the Company or any other person**
- 3.4 **Renew vary refrain from enforcing or release any present or future security or guarantee which the Lender holds from the Company or any other person**

Preservation of Security

- 4.1 **If any of the Company's Obligations are at any time void or unenforceable against the Company for any reason this deed shall nevertheless secure the same amount as that which it would have secured had the Company's Obligations not been void or unenforceable**
- 4.2 **The security created by this deed shall not be released or affected by any failure by the Lender to take any security or by any other security held by the Lender or any intended security in respect of the Company's Obligations being void or unenforceable or not completed or perfected**
- 4.3 **This deed is in addition to any other security present or future held by the Lender in respect of the Company's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender**
- 4.4 **The Mortgagor shall remain liable under the security created by this deed notwithstanding any settlement between the Lender and the Mortgagor or any release given by the Lender to the Mortgagor until any security given or payment made to the Lender by the Company or any**

other person cannot be avoided or reduced under the law relating to insolvency from time to time in force and the Lender shall be entitled to retain this security until it is satisfied that it will not have to make any repayment under such law

Preservation of the Lender's Claims

- 5 **Until** all claims of the Lender in respect of the Company's Obligations have been discharged in full:-
- 5.1 **The** Mortgagor shall not be entitled to participate in any security held by the Lender or money received by the Lender in respect of the Company's Obligations
- 5.2 **The** Mortgagor shall not in competition with or in priority to the Lender make any claim against the Company or any co-surety or their respective estates nor make any claim in the insolvency of the Company or any co-surety nor take or enforce any security from or against the Company or any co-surety
- 5.3 **Any** payment received by the Mortgagor in breach of Clause 5.2 and any security taken by the Mortgagor from the Company or any co-surety shall be held in trust for the Lender as security for the Company's Obligations

Repair Alteration and Insurance

- 6.1 **The** Mortgagor will keep the Property in good condition and comprehensively insured to the Lender's reasonable satisfaction for their full reinstatement cost and in default the Lender (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property.
- 6.2
- 6.3 **The** Mortgagor will hold in trust for the Lender all money received under any insurance of the Property and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Company's Obligations

Restrictions on Dealing Charging Leasing Disposing and Parting with possession

- 7.1 **The** Mortgagor will not without the Lender's prior written consent:-
 - 7.1.1 **Create** or permit to arise any mortgage charge or lien on the Property
 - 7.1.2 **Grant** or accept a surrender of any lease, licence or any other tenancy of the Property
 - 7.1.3 **Dispose** of or part with or share possession or occupation of the Property
- 7.2 **If** the Lender does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of registered land this will require registration and will be a public document
- 7.3 **The** Mortgagor applies and agrees that the Lender may apply for a restriction to be entered on the Register of any registered land that no disposition of the registered estate by the proprietor(s) of the registered estate or by the proprietor(s) of any registered charge is to be

registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Lender referred to in the charges register

Powers of the Lender

- 8.1 **The** Lender may without restriction grant or accept surrenders of leases or any other tenancy of the Property
- 8.2 **Section 103** of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed
- 8.3 **The** Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a 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 defaults and remuneration
- 8.4 **All** or any of the powers conferred on a Receiver by Clause 10 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment
- 8.5 **The** Lender will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Lender
- 8.6 **Section 93(1)** of the Law of Property Act 1925 shall not apply to this deed
- 8.7 **The** Lender may exchange or convert to the Required Currency any currency held or received

Receivers

- 9.1 **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:-
 - 9.1.1 **To** take possession of and generally manage the Property and any business carried on at the Property
 - 9.1.2 **To** carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment
 - 9.1.3 **To** purchase or acquire any 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
 - 9.1.4 **To** sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the Property
 - 9.1.5 **To** carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor
 - 9.1.6 **To** take continue or defend any proceedings and enter into any arrangement or compromise

- 9.1.7 **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
- 9.1.8 **To** employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies
- 9.1.9 **To** borrow any money and secure the payment of any money in priority to the Company's Obligations for the purpose of the exercise of any of his powers
- 9.1.10 **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
- 9.2 **If** the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property. 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 Lender to the Mortgagor
- 9.3 **A** Receiver shall apply all money he receives first in repayment 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 Section 109(8) of the Law of Property Act 1925

Power of Attorney

- 10 **The** Mortgagor irrevocably appoints the Lender and any Receiver severally to be the attorney of the Mortgagor (with full power of substitution and delegation) 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

Certificate of the Company's Obligations

- 11 **A** certificate signed by the Lender as to the amount of the Company's Obligations or the amount due from the Mortgagor under this deed shall be conclusive evidence save in the case of manifest error or on any question of law

Further Assurance

- 12 **The** Mortgagor will at the Mortgagor's own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure the Company's Obligations on the Property

Notices

- 13.1 **Any** notice or demand by the Lender may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Lender
- 13.2 **A** notice or demand by the Lender by post shall be deemed served on the day after posting

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

Governing Law

- 14 This deed shall be governed by and construed in accordance with English law

Interpretation

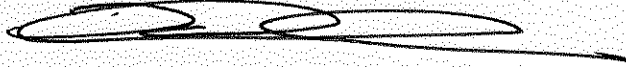
- 15.1 The expressions "Mortgagor" and "Lender" where the context admits include their respective successors in title and assigns
- 15.2 If two or more persons are included in the expression "Company" then the use in this deed of the word "Company" shall be deemed to refer to such persons both together and separately and the Company's Obligations shall be their joint and several obligations
- 15.3 Where the Company is a partnership the Company's Obligations shall include those (in relation to the partnership business) of the persons from time to time being members of the partnership and the Mortgagor's liability under this deed shall continue and this deed shall remain a continuing security despite any change in the constitution of the partnership
- 15.4 If two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and their obligations under this deed shall be their joint and several obligations. The interest of any one of them in the Property shall not be released from the security created by this deed nor shall the security created by this deed be discontinued by reason of this deed not being or ceasing to be binding upon the interest in the Property of any other of them whether or not by agreement with the Lender
- 15.5 References to the "Property" include any part of it and include all covenants and rights affecting or concerning the same. The "Property" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property
- 15.6 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select
- 15.7 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by
IP Properties Limited acting by

Director

Name of Director: Daniel Peter Inman



in the presence of a witness **MATHEW HALL**

Witness signature:



Witness name:

MATHEW HALL

Witness address:

**177 SYCAMORE ROAD
RUSCORN
CHESHIRE
WA7 5LG**

Executed as a Deed by
Carole Ann Bottomley

in the presence of a witness

Witness signature:

Witness name:

Witness address: