

MR01

Particulars of a charge



Companies House

107290/26

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 the
instrument Use form MR08



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LD4

23/10/2014

#1

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

THURSDAY

1 Company details

Company number 0 8 6 0 1 4 9 8

Company name in full Propertex Limited

3

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 d 0 2 m 1 0 y 2 0 1 4

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 Innotrade Europe Limited

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

MRO1

Particulars of a charge

4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	<p>Property</p> <p>All that leasehold property known as Unit 7A, Morris Close, Park Farm Industrial Estate, Wellingborough NN8 6XF registered at H M Land Registry with Title Absolute under Title Number NN254158</p>		
5	Fixed charge or fixed security	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

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Particulars of a charge

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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

/s/ M. A. L.

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Marios Pittalis

Company name

Pittalis LLP

Address

Global House

303 Ballards Lane

Post town

London

County/Region

Postcode

N

1

2

8

N

P

Country

UK

DX

DX 57399 Finchley

Telephone

020 8446 9555



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 £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

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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8601498

Charge code: 0860 1498 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd October 2014 and created by PROPERTEX LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2014

Given at Companies House, Cardiff on 28th October 2014



Companies House



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

DATED 2 October 2014

LEGAL CHARGE

**Unit 7A, Morris Close,
Park Farm Industrial Estate,
Wellingborough, NN8 6XF**

We certify this to be a true
copy of the original

Pittalis LLP
Global House
303 Ballards Lane
London N12 8NP
DX 57399 Finchley

M 15/10/14

Pittalis & Co
Global House
303 Ballards Lane
London N12 8NP
DX 57399 Finchley

Tel 020 8446 9555
Fax 020 8446 9333
Ref MRP/IB/B2317(e)

1

Title No NN254158

1

2 October

Parties 1 The Borrower

2 The Chargee

The Loan

Interest Rate

Interest Payment Dates

Repayment Date

The Property

Term

1

11

12

and for the payment of interest on the foregoing day by day from demand until discharge (as well as after as before judgment) at the Interest Rate specified in this document and all such liabilities and monies which the Borrower covenants to pay and discharge shall hereinafter be referred to as "the Secured Amounts" and references to the Secured Amounts shall include reference to any of them

AND FURTHER the Borrower hereby covenants with the Chargee that the Borrower will on demand in writing pay or discharge to the Chargee the Secured Amounts

- 2 The facility covered by this Charge is repayable, save as otherwise provided, on an interest only basis PROVIDED THAT the Borrower can repay at any time the Loan or any part thereof without redemption penalty being incurred so long as any repayment tranche is not less than £5,000 00 at any one repayment
- 3 The Charge is not a charge made for securing a current account or further advances
- 4 The Charge incorporates the Mortgage Provisions set out below
- 5 The parties hereto hereby apply to the Registrar at the Land Registry to enter on the Proprietorship Register of the Property's title in the appropriate manner the following restriction

"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 2 Oct 2014 in favour of Inntrade Europe Limited referred to in the Charges Register"

IN WITNESS whereof this Mortgage has been duly executed as a deed the day and year first above written

Executed as a deed by INNOTRADE

EUROPE LIMITED acting by

a director in the presence of

Witness

Pittalis LLP

Marios Pittalis

Name

Global House

Address

303 Ballards Lane

Occupation

London N12 8NP

DX 57399 Finchley

Witness

Director

Executed as a deed by PROPERTEX

LIMITED acting by

a director in the presence of

Witness

Pittalis LLP

Marios Pittalis

Name

Global House

Address

303 Ballards Lane

Occupation

London N12 8NP

DX 57399 Finchley

Witness

Director

MORTGAGE PROVISIONS

1 Interpretation

Where the context allows -

- (a) "The Borrower" and "the Chargee" include the persons deriving title under them
- (b) Obligations of more than one person are joint and several obligations
- (c) Expressions used on the front page of the Charge have the meanings there shown
- (d) References to the Property include references to any part or parts of the Property

2 Agreement to lend and covenant for payment

- (a) The Chargee has agreed to lend the Borrower the Secured Amounts during the Term on condition that the repayment of those sums together with the interest is secured in the manner set out in this document
- (b) In consideration of the Loan now paid by the Chargee in the amounts described above to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Chargee as set out in clause 3

3 Payment of Loan

The Borrower covenants with the Chargee to pay the Secured Amounts to the Chargee on the Repayment Date or, if earlier, immediately within 14 days of demand if

- (a) any interest or other sum payable under this security is not paid within 14 days of becoming due, or
- (b) the Borrower or any surety fails to comply with any term, condition, covenant or provision of or to perform any of their obligations or liabilities under this or any associated or collateral security, or
- (c) any representation or warranty given by the Borrower or any surety to the Chargee is or becomes incorrect, or
- (d) any judgement or order made against the Borrower or any surety by any court is not complied with within 14 days, or
- (e) the property of the Borrower or any surety becomes subject to any forfeiture or execution, distress, sequestration or other form of process, or
- (f) a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the Property

4 Payment of Interest

The Borrower covenants with the Chargee to pay to the Chargee interest on the Loan (or so much of it as may from time to time remain outstanding) at the Interest Rate, by equal monthly payments on the Interest Payment Dates, 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

5 Costs, Charges, expenses and other liabilities

The Borrower covenants with the Chargee to pay to the Chargee on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the party concerned (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the party concerned becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the Loan

6 Covenants concerning the Property

The Borrower covenants so long as the Charge is outstanding -

- (a) To put and keep the Property in good and substantial repair
- (b) To keep the Property insured against fire and other contingencies (as required from time to time by the Chargee) to its full value with responsible insurers approved by the Chargee provided that so long as any money remains owing on the security of the Prior Charge and the Borrower shall keep the Property insured against loss or damage by fire and other contingencies pursuant to any covenant contained in the Prior Charge such insurance shall be accepted in or towards satisfaction (according as such insurance shall extend to the full value of the Property or to some part only of such value) of this covenant but the Borrower shall nevertheless include the name of the Chargee in the policies of such insurance if this can be done without committing any breach of the provisions contained in the Prior Charge
- (c) Not to insure the Property independently and if the Borrower receives insurance moneys in respect of the Property to hold them as trustee for the Chargee
- (d) To observe and perform the restrictive and other covenants and stipulations (if any) affecting the Property and the obligations on the tenant's part in the lease (if any) under which the Property is held
- (e) Punctually to pay all rents and outgoings in respect of the Property
- (f) Not without the written consent of the Chargee to carry out any operation or institute or continue any use of the Property for which permission is required under the law from time to time of Town and Country Planning
- (g) That the statutory powers conferred on a mortgagor in possession of leasing agreeing to lease and accepting surrenders of leases shall not apply to the Charge and the Borrower will not otherwise without the written consent of the Chargee grant or agree to grant any lease or tenancy of the Property

7 Entry to inspect or do works

While the Charge is outstanding the Chargee may enter and inspect the Property at any reasonable time and may also enter and do any work which the Borrower has failed to do

8 Matters concerning any Prior Charge and miscellaneous

- (a) The Borrower further covenants so long as the charge is outstanding to observe and perform all the covenants and obligations contained or implied in the Prior Charge
- (b) The Borrower will not grant or agree to grant any other charges over the Property of whatsoever nature nor take out further advances from the Prior Lender without the previous consent in writing of the Chargee
- (c) All the powers conferred by the Prior Security upon the person entitled to the benefit thereof shall be exercisable by the Chargee or any receiver appointed by her
- (d) The Borrower shall execute and do all such deeds assurances and things as the Chargee may reasonably require for perfecting the security intended to be created by this Charge and for facilitating the realisation of the Property and the exercise by the Chargee or any receiver appointed of the powers authorities and discretions conferred to them whether by or under the Law of Property Act 1925 or this Charge and in particular shall execute all transfers conveyances assignments and assurances and shall give all notices orders and directions which the Chargee may think expedient and for the purposes of this sub-clause a certificate in writing signed by or on behalf of the Chargee to the effect that any particular assurance or thing required by it is expedient shall be conclusive evidence of the fact
- (e) **SECTIONS 93 and 103** of the Law of Property Act 1925 shall not apply to this security and the statutory power of sale and other powers shall be exercisable at any time after demand, and for the purposes of Section 101 of the Law of Property Act 1925 (Powers of Mortgagees) the Secured Amounts shall be deemed to have become due on demand

9 Appointment of receiver etc.

At any time after payment of the moneys hereby secured has been demanded -

- 9 1 The Chargee may (whether or not there is any income arising from the Property) by writing under hand appoint any person or persons to be a receiver of the Property and may similarly remove any receiver and appoint another in his stead Any receiver so appointed shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and defaults and for his remuneration In relation to such receiver Section 109(6) of the Law of Property Act 1925 shall apply as though the words "not exceeding five per centum on the gross amount of all money received" were omitted and Section 109(8)(iv) of that Act shall apply as though the words "the interest accruing due in respect of " and "principal" were omitted
- 9 2 The Chargee and separately any receiver (hereinafter called "the Receiver") appointed by the Chargee may whether or not in possession of the Property without restriction exercise any of the following powers in addition and without prejudice to any other powers conferred upon the Chargee and/or the Receiver under or by virtue of this Deed or by statute or otherwise
 - 9 2 1 to enter into take possession of collect and get in the Property and to manage the same and to collect and get in all moneys or proceeds in any way arising from the Property or any deed document right or entitlement relating to or affecting the Property whether directly or indirectly
 - 9 2 2 to sell exchange surrender deal with convert into money and realise the Property or any estate or interest therein and convey assign or transfer the same and to do so subject to such exceptions reservations and covenants as may be considered necessary or expedient and for the purposes of realisation to convey

- assign or transfer the same to any person or company whether in consideration of payment or not or exchange for shares or other property or voluntarily without payment or any other consideration Plant machinery and other fixtures may be severed and sold separately from the premises containing them
- 9 2 3 to acquire renew extend grant vary or otherwise deal with such easements rights privileges and/or licences over or for the benefit of the Property as may be considered expedient
- 9 2 4 to carry out any work involving furnishing or fitting out of the Property or the installation or provision of any plant machinery equipment or service
- 9 2 5 to utilise any monies at any time or from time to time received by the Chargee for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payment or application by the Chargee in its capacity as Chargee or as attorney or otherwise
- 9 2 6 to agree any variation modification or determination of any existing deeds or agreements for the development of the Property and enter into make or obtain any new agreements deeds or bonds which may be necessary or desirable for or incidental to the development of the Property
- 9 2 7 to employ solicitors architects surveyors quantity surveyors estate agents insurance brokers contractors builders workmen security staff watchmen building managers and others and purchase all proper materials as may be considered expedient
- 9 2 8 to effect and maintain insurance policies (whether against fire and other physical risks or third party or public liability or for other indemnity or otherwise) and to make prove negotiate adjust or enforce any claim on any such policy whether effected by the Borrower or the Chargee or the Receiver
- 9 2 9 to take defend appeal or otherwise join in any proceedings (including any arbitration or determination of any issue or dispute by an independent expert) concerning or incidental to the Property or to any of the foregoing powers
- 9 2 10 to do all such other acts and things as may be considered necessary or desirable for the management development or realisation of all or any part or parts of the Property and/or acts and things incidental or ancillary to the foregoing powers and the exercise thereof
- 9 3 The foregoing powers may be exercised either by the Chargee either as Chargee (but without incurring liability as Chargee in possession) or as attorney of the Borrower for and in the name and on behalf of the Borrower or by the Receiver for and in the name or on behalf of the Borrower or by any substitute or delegate appointed in writing by the Chargee or the Receiver or by any attorney of the Chargee or the Receiver or by any substitute or delegate appointed in writing by any such attorney for and in the name and on behalf of the Chargee or the Receiver or the Borrower as the case may be and any such exercise by any such substitute delegate or attorney shall be treated by the Borrower and shall be effective in all respects as an exercise by the Chargee or by the Receiver as the case may be
- 9 4 The Chargee and the Receiver (including any such substitute delegate or attorney as aforesaid) in connection with the exercise of any of the powers conferred on them hereby or by statute may do all acts and things and execute all such deeds and sign all such agreements or enter into or make

all such arrangements as may be required or as the Chargee or the Receiver (or such substitute delegate or attorney as aforesaid) may consider necessary or desirable in relation to the exercise of any such powers

- 9 5 Any costs and expenses and liabilities (including Value Added Tax) incurred by the Chargee or by the Receiver (including any substitute delegate or attorney as aforesaid) in connection with the exercise of any of the powers hereby conferred shall be charged upon the Property with interest as aforesaid in addition to the moneys hereby secured and if not under the provisions of this Legal Mortgage immediately owing by the Borrower to the Chargee shall be treated as immediately owing and due
- 9 6 The Borrower declares that as and when the moneys hereby secured or any part thereof shall have been demanded it will hold all the Property (subject to the Borrower's right of redemption) upon trust to convey assign or otherwise deal with the same in such manner and to such person as the Chargee shall direct and declares that it shall be lawful for the Chargee by an instrument under seal to appoint new trustees of the Property and in particular at any time or times to appoint new trustees thereof in place of the Borrower as if the Borrower desired to be discharged from the trust or in place of any trustee appointed under this power as if he were dead
- 9 7 Neither the Chargee nor any Receiver shall be obliged to the Borrower or anyone else to exercise any of the powers conferred by this clause in any particular manner or at all nor shall the Chargee or any Receiver be liable to the Borrower or anyone else in any way for any failure or omission to exercise such powers

10 **Appointment of Attorneys etc.**

The Borrower hereby irrevocably appoints each of the Chargee and persons deriving title under it and the Receiver severally as attorneys for and in the name of and on behalf of the Borrower

- 10 1 to exercise any of the powers contained in clause 9 2 of and any other powers conferred by this Legal Mortgage
- 10 2 to act in any way in connection with the enforcement protection preservation enhancement perfection or realisation of any of the Chargee's rights or remedies arising under this Legal Mortgage including but not limited to the execution of any formal charge or transfer of the Shares and exercising any voting or other similar rights in relation thereto and the execution of any legal or other charge thereover or over any freehold or extended or further term of years acquired by the Borrower in the Property and making proving negotiating adjusting or enforcing any claim in respect of the insurance policies referred to in this Charge above and taking possession of collecting getting in selling assigning transferring charging leasing and otherwise dealing with or in or novating varying extending any of the estates interests rights shares proceeds benefits covenants guarantees or other matters or things charged or assigned or agreed to be charged and in taking defending appealing compromising joining in or concluding any proceedings or litigation (including by arbitration or expert determination) in respect of such estates interests rights Shares proceeds benefits covenants guarantees or other matters or things
- 10 3 The powers of attorney hereby given are given by way of security for the performance of the Borrower's obligations and for the Chargee's rights under this Charge

11 **Continuing Security**

This security shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge or otherwise prejudice or affect the security created by any deposit of documents or any guarantee lien bill note mortgage or other security now or hereafter held by the Chargee or any right or remedy of the Chargee thereunder and this security shall not be in any way

prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with exchanging releasing modifying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable

LEGAL CHARGE

Date 2014

Borrower Propertex Limited (co registration no 08601498)

Chargee Innotrade Europe Limited (co registration no 08573626)

Property Unit 7A, Morris Close, Park Farm Industrial Estate, Wellingborough, NN8 6XF

Loan £360,000 00 (Three Hundred Sixty Thousand Pounds)
