



Registration of a Charge

Company name: **ICKBURGH ROAD LIMITED**

Company number: **10245276**



X82O62RD

Received for Electronic Filing: **04/04/2019**

Details of Charge

Date of creation: **01/04/2019**

Charge code: **1024 5276 0003**

Persons entitled: **BANKS AND CLIENTS PLC**

Brief description: **THE FREEHOLD PROPERTY LOCATED AT AND KNOWN AS 19
ICKBURGH ROAD LONDON E5 8AF (INCORPORATING FLAT 1, FLAT
2 AND 19A ICKBURGH ROAD) WHICH IS REGISTERED AT THE LAND
REGISTRY WITH TITLE NUMBER LN179368**

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: **THRINGS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10245276

Charge code: 1024 5276 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st April 2019 and created by ICKBURGH ROAD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2019 .

Given at Companies House, Cardiff on 5th April 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**



Mortgage Deed July 2018 Edition

Over the next few pages you'll find set out the terms of the mortgage that you grant to Bank and Clients Plc in respect of your property. This document is referred to as the Mortgage Deed and should be read together with your Offer Letter and the Bank and Clients Plc Mortgage Terms and Conditions July 2018 Edition. This document forms part of the legal agreement between you and us. Please ensure you read and understand the contents of this document.

If you don't understand what any of those terms or conditions mean you should speak to your legal adviser before you accept any offer that we make to you.

Bank and Clients Plc has its registered office at 30 King Street, London, EC2V 8EH and is the provider of your Mortgage. Bank and Clients Plc is authorised and regulated by the Prudential Regulation Authority (PRA) and is also regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 204459.

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This Mortgage Deed is dated

1 April

2019

PARTIES

- (1) **Ickburgh Road Limited** (company number 10245276) whose registered office is at Henwood House Henwood Ashford Kent TN24 8DH (the **Borrower**); and
- (2) **Bank and Clients Plc**, incorporated and registered in England and Wales with company number 00980698 whose registered office is at 30 King Street, London, EC2V 8EH (**Bank and Clients**).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Certain terms are used in this Mortgage Deed that have a particular meaning. Where you see capitalised terms used in this Mortgage Deed they either have the meaning given to those terms as set out below or they are defined and described in the Mortgage Terms and Conditions.

Insurance Policy: means any policy of insurance effected or maintained in respect of the Property by the Borrower at any time, together with all proceeds of claims or any other monies paid in respect of that policy.

LPA: the Law of Property Act 1925.

Property: the freehold property located at and known as 19 Ickburgh Road London E5 8AF (incorporating Flat 1, Flat 2, and 19A Ickburgh Road) which is registered at the land registry with title number LN179368

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

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this Mortgage Deed and ending on the date on which Bank and Clients is satisfied that the Debt has been discharged in full.

1.2 Security over the Property

Reference in this Mortgage Deed to a charge or mortgage of or over the Property will include:

- 1.2.1 buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;
- 1.2.2 the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;

1.2.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and

1.2.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.3 Law of Property (Miscellaneous Provisions) Act 1989

The provisions of the Mortgage Terms and Conditions are incorporated into this Mortgage Deed for the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Covenant to pay

The Borrower will, on demand, pay to Bank and Clients and discharge the Mortgage Debts when they become due as set out in the Mortgage Terms and Conditions

2. GRANT OF SECURITY

2.1 Legal Mortgage

With full title guarantee and as a continuing security for the payment or discharge of the Mortgage Debt, the Borrower charges to Bank and Clients:

2.1.1 by way of a first legal mortgage, the Property;

2.1.2 by way of a first fixed charge:

- (a) all its rights in any Insurance Policy including all claims, the proceeds of all claims and all returns of premia in connection with each Insurance Policy;
- (b) the benefit of all other contracts, guarantees, appointments and warranties relating to the Property; and
- (c) all licences, consents and authorisations held or required in connection with any business that may be carried on at the Property.

2.2 Assignment of Insurance Policy

With full title guarantee and as a continuing security for the payment or discharge of the Mortgage Debt the Borrower with full title guarantee assigns to Bank and Clients absolutely, (subject to a proviso for reassignment on irrevocable discharge in full of the Mortgage Debt) all its rights in any Insurance Policy including all claims, the proceeds of all claims and all returns of premia in connection with each Insurance Policy provided that nothing in this clause 2.2 shall constitute Bank and Clients as mortgagee in possession.

3. NEGATIVE PLEDGE

The Borrower will not without Bank and Clients' prior written consent:

- 3.1 create, extend or permit to subsist or arise any Security or any right or option on the Property;
- 3.2 sell, convey, assign, lease, or transfer the Property or any interest in it, or otherwise part with or dispose of any Property or assign or otherwise dispose of any moneys payable to the Borrower in relation to the Property; or
- 3.3 part with or share possession or occupation of the Property, or grant any tenancy or licence to occupy the Property.

4. PERFECTION OF SECURITY

4.1 Registration at the Land Registry

The Borrower consents to an application being made by Bank and Clients to the Land Registrar for the following restriction to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ^{1 APRIL 2019} ~~[insert date of this Mortgage Deed]~~ in favour of Bank and Clients Plc referred to in the charges register."

Things we

4.2 Title Documents

The Borrower agrees to deposit (or arrange for his Solicitor to deposit) all deeds and documents of title relating to the Property that are in the possession or control of the Borrower with Bank and Clients or with Bank and Clients' Solicitor.

4.3 Continuing Security

The security created by this Mortgage Deed will remain in full force and effect as continuing security until Bank and Clients have confirmed in writing that the Mortgage Debt has been discharged in full.

5. BANK AND CLIENTS' POWERS

- 5.1 Bank and Clients will be entitled (but will not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this Mortgage Deed.
- 5.2 To the extent permitted by law, any right, power or discretion conferred by this Mortgage Deed or by law on a Receiver may, after the security constituted by this Mortgage Deed has become enforceable, be exercised by Bank and Clients in relation to the Property whether or not it has taken possession of the Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver

6. WHEN SECURITY BECOMES ENFORCEABLE

- 6.1 The security over the Property which is created by this Mortgage Deed will become immediately enforceable by Bank and Clients if any Repayment Event as set out in the Mortgage Terms and Conditions occurs.
- 6.2 After the security constituted by this Mortgage Deed has become enforceable, Bank and Clients may enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property.

7. ENFORCEMENT

- 7.1 The power of sale and other powers granted by section 101 of the LPA 1925 will arise on and be exercisable at any time after the execution of this Mortgage Deed, but Bank and Clients will not exercise such power of sale or other powers until the security granted by this Mortgage Deed has become enforceable under clause 6.1.

- 7.2 Section 103 of the LPA 1925 does not apply to the security constituted by this Mortgage Deed.

7.3 Extension of Statutory Powers of Leasing

The statutory powers of leasing and accepting surrenders as granted to mortgagees under the LPA 1925 and by any other statute are extended so as to authorise Bank and Clients and any Receiver, at any time after the security constituted by this Mortgage Deed has become enforceable, whether in its own name or in that of the Borrower to:

- 7.3.1 grant a lease or agreement for lease;
- 7.3.2 grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it; or
- 7.3.3 accept surrenders of leases,

whether or not at a premium and containing such covenants on the part of the Borrower and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as Bank and Clients or any Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

7.4 Third Parties

No purchaser, mortgagee or other person dealing with Bank and Clients, any Receiver or any delegate of either will be required to enquire:

- 7.4.1 whether any of the Debt has become due or payable, or remain unpaid or undischarged;
- 7.4.2 whether any power Bank and Clients, a Receiver or delegate is purporting to exercise has become exercisable or is being properly exercised; or

- 7.4.3 how any money paid to Bank and Clients, any Receiver or any delegate is to be applied.

7.5 Rights of Bank and Clients and Receiver

Bank and Clients and any Receiver will be entitled to all the rights, powers, privileges and immunities granted by the LPA 1925 on mortgagees and Receivers.

7.6 No Liability as Mortgagee in Possession

Neither Bank and Clients nor any Receiver or any delegate of either will be liable, by entering into possession of the Property or for any other reason, to account as mortgagee in possession in respect of the Property, nor will any of them be liable for any loss on realisation of, or for any act, default or admission for which a mortgagee in possession might be liable.

8. RECEIVERS

8.1 Appointment

At any time after the security constituted by this Mortgage Deed has become enforceable, or at the request of the Borrower, Bank and Clients may, without further notice, appoint any one or more person or persons to be a Receiver of the Property.

8.2 Removal

Bank and Clients may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may have terminated.

8.3 Remuneration

Bank and Clients may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver will be a debt secured by this Mortgage Deed, if not otherwise discharged.

8.4 Power of Appointment Additional to Statutory Powers

The power to appoint a Receiver granted by this Mortgage Deed will be in addition to all statutory and other powers that Bank and Clients may have under the Insolvency Act 1986, the LPA 1925 or otherwise, and will be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

8.5 Appointment despite prior Appointments

The power to appoint a Receiver (whether granted under by this Mortgage Deed or by law) will be exercisable by Bank and Clients regardless of any prior appointment in respect of all or any part of the Property.

8.6 Liability of Receiver

Neither Bank and Clients nor any Receiver will be liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate appointed by either of them.

8.7 Appropriation

Neither Bank and Clients nor any Receiver or their delegates shall be bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any element of the Debt.

8.8 Receiver as Agent of the Borrower

Any Receiver appointed by Bank and Clients under this Mortgage Deed will be the agent of the Borrower and the Borrower will be responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver.

9. POWERS OF THE RECEIVER

Any Receiver appointed by Bank and Clients under this Mortgage Deed will, in addition to the powers conferred on him/her by law, have the rights, powers and discretions set out in clauses 9.19.1 to 9.18.

9.1 Repair and Develop the Property

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

9.2 Grant or Accept Surrenders of Leases

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms and subject to any conditions that he/she thinks fit.

9.3 Employ Personnel and Advisers

A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms and subject to any conditions that he/she thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower.

9.4 Make and Revoke VAT Options to Tax

A Receiver may make, exercise or revoke any VAT option to tax as he/she thinks fit.

9.5 Charge for Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him/her) that Bank and Clients may prescribe or agree with him/her.

9.6 Possession

A Receiver may take immediate possession of, get in and realise any of the Property.

9.7 Dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Property, grant any other interest or right over, sell, assign or lease (or concur in granting options and licences over all or any part of the Property, granting any other interest or right over, selling, assigning or leasing) all or any of the Property in respect of which he/she is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions that he/she thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Property to be disposed of by him/her.

9.8 Sever Fixtures and Fittings

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Borrower.

9.9 Give Valid Receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper for realising any of the Property.

9.10 Make Settlements

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Borrower or relating in any way to any of the Property.

9.11 Bring Legal Action

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property that he thinks fit.

9.12 Insure

A Receiver may, if he thinks fit effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this Mortgage Deed.

9.13 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925.

9.14 Borrow

A Receiver may, for any of the purposes authorised by this clause 9 raise money by borrowing from Bank and Clients (or from any other person) either unsecured or on the security of all or any of the Property in respect of which he is appointed on any terms that

he thinks fit (including, if Bank and Clients consents, terms under which that Security ranks in priority to this Mortgage Deed).

9.15 Redeem Prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

9.16 Delegation

A Receiver may delegate his/her powers in accordance with this Mortgage Deed.

9.17 Absolute Beneficial Owner

A Receiver may, in relation to any of the Property, exercise all powers, authorisations and rights he/she would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Property.

9.18 Incidental Powers

A Receiver may do any other acts and things that he:

- 9.18.1 considers desirable or necessary for realising any of the Property;
- 9.18.2 considers incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Mortgage Deed or law; or
- 9.18.3 lawfully can do as agent for the Borrower.

10. INDEMNITY

10.1 The Borrower will indemnify Bank and Clients, each Receiver and any of their delegates, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- 10.1.1 the exercise of any of the rights, powers, authorities or discretions vested in them under this Mortgage Deed or by law in respect of the Property;
- 10.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Mortgage Deed; or
- 10.1.3 any default or delay by the Borrower in performing any of its obligations under this Mortgage Deed.

10.2 Any past or present employee or agent may enforce the terms of this clause 10 subject to the Contracts (Rights of Third Parties) Act 1999.

11. FURTHER ASSURANCE

The Borrower will promptly, at its own expense, take such action as Bank and Clients or any Receiver may reasonably require for:

- 11.1 creating, perfecting or protecting the security created or intended to be created by this Mortgage Deed;
- 11.2 facilitating the sale of any of the Property; or
- 11.3 facilitating the exercise of any right, power, authority or discretion exercisable by Bank and Clients or any Receiver in respect of any of the Property,

including the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Property (whether to Bank and Clients or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, Bank and Clients may consider necessary or desirable.

12. POWER OF ATTORNEY

12.1 Appointment of Attorneys

By way of security, the Borrower irrevocably appoints Bank and Clients, every Receiver and any of their delegates separately to be its attorney and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- 12.1.1 the Borrower is required to execute and do under this Mortgage Deed; or
- 12.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Mortgage Deed or by law on Bank and Clients, any Receiver or any of their delegates.

12.2 Ratification of Acts of Attorneys

The Borrower ratifies and confirms anything that any of its attorneys may do in the proper exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 12.1.

13. RELEASE

13.1 Release

At the end of the Security Period, Bank and Clients will take whatever action is necessary to:

- 13.1.1 release the Property from the security constituted by this Mortgage Deed; and
- 13.1.2 reassign the Property to the Borrower.

14. SEVERABLE PROVISIONS

Each provision in this Mortgage Deed will be severable and distinct from every other provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Mortgage Deed will not be affected.

15. THIRD PARTY RIGHTS

A person who is not a party to this Mortgage Deed will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Mortgage Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

16. COUNTERPARTS

This Mortgage Deed may be executed in any number of counterparts each of which when executed and delivered shall constitute an original and all the counterparts together will constitute one document.

17. CONSOLIDATION

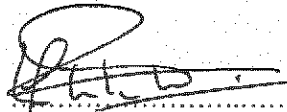
The restriction on the right of consolidation contained in section 93 of the LPA 1925 does not apply to this Mortgage Deed.

18. GOVERNING LAW AND JURISDICTION

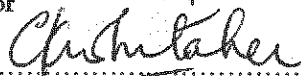
This Mortgage Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the system of law in place in the part of the United Kingdom where the Property is situated.

This Mortgage Deed 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)
ICKBURGH ROAD LIMITED)
 Acting by:



.....
 Ashley Colin William Whitaker
 Director



.....
 Catherine Constance Whitaker
 Director