



**Registration of a Charge**

Company name: **BALTIC 56 LIMITED**

Company number: **10638524**



X83K3K0P

Received for Electronic Filing: **17/04/2019**

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**Details of Charge**

Date of creation: **11/04/2019**

Charge code: **1063 8524 0001**

Persons entitled: **MAYFAIR ESTATES LIMITED**

Brief description: **56 NORFOLK STREET, LIVERPOOL, L1 0BE**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **BLACK NORMAN SOLICITORS**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10638524

Charge code: 1063 8524 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th April 2019 and created by BALTIC 56 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th April 2019 .

Given at Companies House, Cardiff on 18th 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

DATED 11th April 2019

BALTIC 56 LIMITED  
and  
MAYFAIR ESTATES LIMITED

**LEGAL CHARGE**

Relating to:

56 Norfolk Street, Liverpool L1 0BE

**BLACK**  
norman  
Solicitors  
67-71 Coronation Road  
Crosby  
Liverpool L23 5RE

**LAND REGISTRY**  
**LAND REGISTRATION ACT 2002**

County & District : Merseyside : Liverpool  
Title Number : MS62668  
Property : 56 Norfolk Street, Liverpool L1 0BE  
Date : 11th April 2019

**Definitions**

Mortgagor : **BALTIC 56 LIMITED** (Company Number 10638524) whose registered office is at 3a Bridgewater Street, Liverpool L1 0AR

Mortgagee : **MAYFAIR ESTATES LIMITED** whose registered office is at Office 104 Plot No. 358-615, Al Quoz 3<sup>rd</sup> P.O. Box 17870, Dubai, U.A.E.

Property : **ALL THAT** leasehold property known as 56 Norfolk Street, Liverpool L1 0BE

Mortgagor's Obligations : The liabilities of the Mortgagor to the Mortgagee under a Loan Agreement of even date together with interest and costs on such sum together with Expenses

Expenses : All expenses (on a full indemnity basis) incurred by the Mortgagee or any Receiver at any time in connection with the Property the Fixtures and Fittings or the Mortgagor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security constituted by this deed or in exercising any power under this deed or otherwise with interest from the date they are incurred

## **1. Charge**

The Mortgagor covenants to discharge on demand the Mortgagor's Obligations and Expenses and as a continuing security for such discharge with full title guarantee charges to the Mortgagee 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) and by way of fixed charge all the Fixtures and Fittings of the Mortgagor from time to time attached to the Property.

## **2. Repair Alteration and Insurance**

- 2.1 The Mortgagor will keep the Property and the Fixtures and Fittings in good condition and comprehensively insured to the Mortgagee's reasonable satisfaction for their full reinstatement cost and in default the Mortgagee may enter and inspect and in default effect repairs or insure the Property and the Fixtures and Fittings (without becoming liable to account as mortgagee in possession). The Mortgagor will deposit with the Mortgagee the insurance policy or where the Mortgagee agrees a copy of it.
- 2.2 The Mortgagor will not make any alteration to the Property without the prior written consent of the Mortgagee which consent shall not be unreasonably withheld.
- 2.3 The Mortgagor will hold in trust for the Mortgagee all money received under any insurance of the Property or the Fixtures and Fittings and at the Mortgagee's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Mortgagor's Obligations.

## **3. Restrictions on Charging Leasing Disposing and Parting with Possession**

- 3.1 The Mortgagor will not without the Mortgagee's prior written consent:-
  - 3.1.1 create or permit to arise any mortgage charge or lien on the Property or the Fixtures and Fittings
  - 3.1.2 grant or accept a surrender of any lease or licence of the Property or the Fixtures and Fittings
  - 3.1.3 dispose of or part with or share possession or occupation of the Property or the Fixtures and Fittings
- 3.2 In the case of Registered Land this will require registration and will be a public document.
- 3.3 The Mortgagor applies and agrees that the Mortgagee 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 Mortgagee referred to in the Charges Register.

## **4. Powers of the Mortgagee**

- 4.1 The Mortgagee may without restriction grant or accept surrenders of leases of the Property.

- 4.2 Section 103 of the Law of Property Act 1925 shall not apply and the Mortgagee 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
- 4.3 The Mortgagee may under the hand of any director 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 and defaults and remuneration.
- 4.4 All or any of the powers conferred on a Receiver by Clause 5 may be exercised by the Mortgagee without first appointing a Receiver or notwithstanding any appointment.
- 4.5 The Mortgagee will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Mortgagee.
- 4.6 Section 93(1) of the Law of property Act 1925 shall not apply to this deed.

## **5. Receivers**

- 5.1 Any Receiver appointed by the Mortgagee 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:-
- 5.1.1 To take possession of and generally manage the Property and the Fixtures and Fittings and any business carried on at the Property
  - 5.1.2 To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment
  - 5.1.3 To purchase or acquire any land and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land
  - 5.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the property and the Fixtures and Fittings without restriction including (without limitation) power to dispose of any fixtures separately from the Property
  - 5.1.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor
  - 5.1.6 To take continue or defend any proceedings and enter into any arrangement or compromise
  - 5.1.7 To insure the Property and the Fixtures and Fittings and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
  - 5.1.8 To employ advisers consultants managers agents workmen and others and purchase materials tools equipment or supplies
  - 5.1.9 To borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers

5.1.10 To do any other acts which the Receiver may consider to be incidental to or conducive to any of his powers or to the realisation of the property and the Fixtures and Fittings

5.2 If the Mortgagor is not a company a Receiver shall have power to remove store and dispose of any furniture or goods found in the Property which the Mortgagor shall refuse or omit to remove and the Receiver will account to the Mortgagor for the proceeds of any sale after deducting all Expenses incurred under this sub-clause

5.3 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

## **6. Power of Attorney**

The Mortgagor hereby irrevocably appoints the Mortgagee 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 which may be required by the Mortgagee or any Receiver pursuant to this deed or the exercise of any of their powers

## **7. Preservation of other Security and Rights and Further Assurance**

7.1 This deed is in addition to any other security present or future held by the Mortgagee for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Mortgagee

7.2 The Mortgagor will at the Mortgagor's own cost at the Mortgagee's request execute any deed or document and take any action required by the Mortgagee to perfect this security or further to secure on the property and the Fixtures and Fittings

## **8. Notices**

8.1 Any notice or demand by the Mortgagee may be sent by post or telex or delivered to the Mortgagor at the above address or the Mortgagor's address last known to the Mortgagee

8.2 A notice or demand by the Mortgagee by post shall be deemed served on the day after posting

8.3 A notice or demand by the Mortgagee by fax shall be deemed served at the time of sending

## **9. Governing Law**

This deed shall be governed by and construed in accordance with the laws of England

## **10. Interpretation**

10.1 The expressions "Mortgagor" and "Mortgagee" where the context admits include their respective successors in title and assigns

10.2 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 the Mortgagor's Obligations shall be their joint and several obligations and

each of them shall be primarily liable by way of indemnity for the liabilities to the Mortgagee of the other or others of them

- 10.3 References to the "property" and the "Fixtures and Fittings" include any part of it or them and the "Property" includes 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
- 10.4 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

**IN WITNESS** whereof this deed has been duly executed the day and year first before written

SIGNED as a Deed by  
BALTIC 56 LIMITED  
acting by Kerrie Marie Baker  
a Director in the presence of:-



Howard S Norman  
Solicitor

LIVERPOOL  
67-71 Coronation Road, Crosby, Liverpool, L23 5RE

SIGNED as a Deed on behalf of  
MAYFAIR ESTATES LIMITED a  
company incorporated in Dubai  
by Julian Andrew Baker being a  
person who, in accordance with  
the laws of that territory is acting  
under the authority of the company