



Registration of a Charge

Company name: **CIFCO CAPITAL LIMITED**

Company number: **10814415**



X9HFSL6

Received for Electronic Filing: **09/11/2020**

Details of Charge

Date of creation: **06/11/2020**

Charge code: **1081 4415 0032**

Persons entitled: **BABERGH DISTRICT COUNCIL**

Brief description: **RENAISSANCE HOUSE, HORIZON HOUSE AND CASTLE HOUSE, THE
HORIZON CENTRE, UPPER HIGH STREET, EPSOM, SURREY.**

Contains fixed charge(s).

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: **BIRKETTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10814415

Charge code: 1081 4415 0032

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2020 and created by CIFCO CAPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th November 2020 .

Given at Companies House, Cardiff on 10th November 2020

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 6 November

2020

BABERGH DISTRICT COUNCIL (1)

CIFCO CAPITAL LIMITED (2)

LEGAL MORTGAGE

WE CERTIFY THIS TO
BE A TRUE COPY OF
THE ORIGINAL
Birketts LLP
6/11/2020
BIRKETTS LLP
141-145 PRINCES STREET IPSWICH IP1 1QJ

Birketts

Birketts LLP: Offices in Cambridge | Chelmsford | Ipswich | Norwich
www.birketts.co.uk

Date: 6 November 2020

Parties

- (1) **BABERGH DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("Lender")
- (2) **CIFCO CAPITAL LIMITED** a company incorporated and registered in England & Wales (company number 10814415), whose registered office is at C/O B&MsdC Endeavour House, 8 Russell Road, Ipswich, Suffolk, United Kingdom, IP1 2BX ("Borrower")

Property: The freehold property known as Renaissance House, Horizon House and Castle House, the Horizon Centre, Upper High Street, Epsom, Surrey (the property is to be acquired out of the freehold title which is registered at HM Land Registry title number SY503495). Any reference to **Property** includes any part of it and the other assets charged by Clause 2.

1. BORROWER'S OBLIGATIONS

The Borrower will pay to the Lender on demand all the Borrower's Obligations. The Borrower's Obligations are all the Borrower's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Lender, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Lender.
- 1.2 any expenses the Lender or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. CHARGE

The Borrower, as a continuing security for the payment on demand of the Borrower's Obligations and with full title guarantee:

- 2.1 charges to the Lender all legal interest in the Property, by way of legal mortgage.
- 2.2 gives to the Lender a fixed charge over any of the following property of the Borrower, whether owned now or in the future:
 - 2.2.1 any other interest in the Property;
 - 2.2.2 all rents receivable from any lease granted of the Property;
 - 2.2.3 all the goodwill of the Borrower's business carried on at the Property;

- 5.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property.
- 5.5 keep the Property in good condition.
- 5.6 not, without the Lender's consent, carry out any development on or make any alterations to the Property which requires planning permission or approval under building regulations.

6. POSSESSION AND EXERCISE OF POWERS

- 6.1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Borrower will continue in possession until the Lender takes possession.
- 6.2 If the Lender makes a demand, the Lender may then take possession or exercise any of its other powers without further delay.
- 6.3 Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.
- 6.4 The Lender will not be liable to account to the Borrower for any money not actually received by the Lender.

7. APPOINTMENT OF RECEIVER

The Lender may appoint or remove a receiver or receivers of the Property. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Borrower's agent and the Borrower (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

8. POWERS OF THE LENDER AND RECEIVERS

- 8.1 The Lender or any receiver may:
 - 8.1.1 carry on the Borrower's business that is conducted at the Property.
 - 8.1.2 enter, take possession of, and/or generally manage the Property.
 - 8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property.

- 8.7 Any credit balance with the Lender will not be repayable, or capable of being disposed of, charged or dealt with by the Borrower, until the Borrower's Obligations, both before and after demand, have been paid in full. The Lender allowing the Borrower to make withdrawals will not waive this restriction.

9. APPLICATION OF PAYMENTS

- 9.1 The Lender may apply any payments received for the Borrower to reduce any of the Borrower's Obligations, as the Lender decides.

- 9.2 If the Lender receives notice of any charge or other interest affecting the Property, the Lender may suspend the operation of the Borrower's account(s) and open a new account or accounts. Regardless of whether the Lender suspends the account(s), any payments received by the Lender for the Borrower after the date of that notice will be applied first to repay the Borrower's Obligations arising after that date.

10. PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 10.1 This deed is in addition to any other security or guarantee for the Borrower's Obligations held by the Lender now or in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.

- 10.2 On request, the Borrower will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed.

11. POWER OF ATTORNEY

To give effect to this deed and secure the exercise of any of their powers, the Borrower irrevocably appoints the Lender, and separately any receiver, to be the Borrower's attorney (with full power of substitution and delegation), in the Borrower's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

12. MORE THAN ONE BORROWER

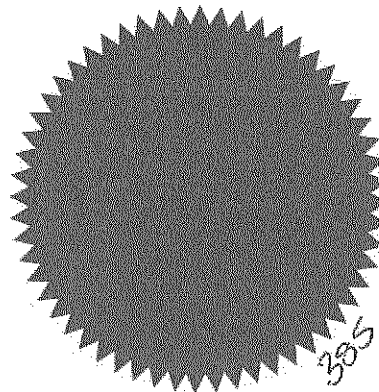
Where the Borrower is more than one person the Borrower's Obligations include their joint and several liabilities. References to the Borrower are to them together and separately.

13. CONSENTS, NOTICES AND DEMANDS

- 13.1 All consents, notices and demands must be in writing.

EXECUTED as a Deed by affixing the
common seal of **BABERGH DISTRICT**
COUNCIL

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In the presence of:


.....
Authorised Signatory

EXECUTED AS A DEED
by **CIFCO CAPITAL Limited**
acting by a director
in the presence of:

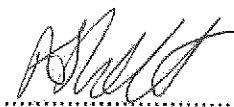
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Director

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Signature


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Name

.....
ANNALISE SHECCOTT
BIRKETTS LLP

Address

.....
PROVIDENCE HOUSE
141-145 PRINCES STREET
.....
IPSWICH IP1 1QJ

Occupation

.....
Solicitor

