



**Registration of a Charge**

Company name: **FORDINVEST LIVERPOOL LIMITED**

Company number: **11843892**



XA210AP6

Received for Electronic Filing: **15/04/2021**

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**Details of Charge**

Date of creation: **31/03/2021**

Charge code: **1184 3892 0002**

Persons entitled: **CAYMAN NATIONAL BANK (ISLE OF MAN) LIMITED**

Brief description: **RAIL HOUSE, LORD NELSON STREET, LIVERPOOL L1 1JF. TITLE NO. MS587703**

**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: **SEDDONS**



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

Company number: 11843892

Charge code: 1184 3892 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2021 and created by FORDINVEST LIVERPOOL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th April 2021 .

Given at Companies House, Cardiff on 16th April 2021

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

## Legal Charge

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED. YOUR ASSET(S) IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS OF A MORTGAGE OR OTHER LOAN SECURED ON IT.

Date: 31 March 2021

### DEFINITIONS:

<b>Mortgagor:</b>	Fordinvest Liverpool Limited (Co No. 11843892) 1st Floor, Cloister House, Riverside New Bailey Street Manchester United Kingdom M3 5FS
<b>Bank:</b>	Cayman National Bank (Isle of Man) Limited (Isle of Man Co No. 025966C) 4-8 Hope Street Douglas Isle of Man IM1 1AQ
<b>Interest:</b>	Interest at the rate(s) charged to the Mortgagor by the Bank from time to time.
<b>Property:</b>	As per Schedule of Property detailed in Clause 16.1
<b>Charged Assets:</b>	The assets charged by Clause 1.2
<b>Goodwill:</b>	The present and future goodwill of any business carried on at the Property by or on behalf the Mortgagor.
<b>Mortgagor's Obligations:</b>	All the Mortgagor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses.
<b>Expenses:</b>	All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Mortgagor's Obligations including all amounts required to compensate it in respect of its internal management and administrative costs and expenses 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.
<b>Required Currency:</b>	The currency or currencies in which the Mortgagor's Obligations are expressed from time to time.
<b>Address for Service:</b>	

1. The Mortgagor covenants to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:-
  - 1.1 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)
  - 1.2 By way of fixed charge if the Mortgagor is a Company:-
    - 1.2.1 All the plant machinery and fixtures and fittings of the Mortgagor now and in the future at the Property.
    - 1.2.2 All furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business.
  - 1.3 By way of fixed charge the Goodwill and the proceeds of any insurance from time to time affecting the Property or the Charged Assets.

#### **Repair Alteration and Insurance**

- 2.1 The Mortgagor will keep the Property and the Charged Assets in good condition and comprehensively insured to the Bank's reasonable satisfaction for their full reinstatement cost in the joint names of the Mortgagor and the Bank and in default the Bank (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property and Charged Assets. The Mortgagor will deposit with the Bank the insurance policy or where the Bank agrees a copy of it.
- 2.2 The Mortgagor will not without the prior written consent of the Bank make any alteration to the Property which would require Planning Permission or approval under any Building Regulations.
- 2.3 The Mortgagor will hold in trust for the Bank all money received under any insurance of the Property or the Charged Assets and at the Bank's option will apply the same in making good relevant loss or damage or in or towards discharge of the Mortgagor's Obligations.

#### **Restrictions on Charging Leasing Disposing and Parting Possession**

- 3.1 The Mortgagor will not without the Bank's prior written consent:-
  - 3.1.1 Create or permit to arise any mortgage charge or lien on the Property the charged Assets or the Goodwill.
  - 3.1.2 Grant or accept a surrender of any lease or licence of the Property the Charged Assets of the Goodwill.
  - 3.1.3 Dispose of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill.
- 3.2 No disposition of the registered estate (other than a charge) 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 \* 31 March 2021 in favour of **Cayman National Bank (Isle of Man) Limited** referred to in the Charges Register, or their conveyancer.

#### **State of repair of buildings and entry and inspection**

- 4.1 To keep all buildings roads car parks footpaths drains sanitary and water apparatus and any other service media forming part of or serving the Property in a good state of repair and in good working order and condition; and for
- 4.2 To permit the Bank (and any agents appointed by it) to enter and view the Property to assess its state of repair and condition.

#### **Observance of covenants for a leasehold property**

- 5.1 If the Property is leasehold:-
- 5.1.1 To pay the rent reserved by and observe and perform all the terms covenants stipulations and conditions on the part of the lessee contained in the lease; and
- 5.1.2 Not, without the Bank's prior consent, to surrender (or attempt to surrender) or permit to be forfeit the lease and before agreeing any rent review obtain advice from a qualified surveyor as to any proposed revised rents.

#### **Powers of the Bank**

- 6.1 The Bank may without restriction grant or accept surrenders of leases of the Property and the Charged Assets.
- 6.2 Section 103 of the Law of Property Act 1925 shall not apply and the Bank 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.
- 6.3 The Bank may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property the Charged Assets and the Goodwill 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.
- 6.4 All or any of the powers conferred on a Receiver by Clause 7 may be exercised by the Bank without first appointing a Receiver or notwithstanding any appointment.
- 6.5 The Bank will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Bank.
- 6.6 Section 93(1) of the Law of Property Act 1925 shall not apply to this Deed.
- 6.7 In addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without

notice and both before and after demand set off the whole or any part of the Mortgagor's Obligations against any deposit or credit balance on any account of the Mortgagor with the Bank (whether or not that deposit or balance is due to the Mortgagor).

6.8 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Mortgagor with the Bank that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Mortgagor before all the Mortgagor's Obligations have been discharged but the Bank may without prejudice to this deed permit the Mortgagor to make withdrawals from time to time.

6.9 The Bank may exchange or convert to the Required Currency any currency held or received.

## **Receivers**

7.1 Any Receiver appointed by the Bank shall (in addition to all powers conferred on him by law) have the following powers which in the case of the Joint Receivers may be exercised jointly or severally:-

7.1.1 To take possession of and generally manage the Property and the Charged Assets and any business carried on at the Property.

7.1.2 To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment.

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.

To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property the Charged Assets and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property.

7.1.3 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor.

7.1.4 To take continue or defend any proceedings and enter into arrangement or compromise.

7.1.5 To insure the Property and the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen.

7.1.6 To employ advisors consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies.

- 7.1.7 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
- 7.1.8 To do ~~any acts which~~ the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property the Charged Assets and the Goodwill.
- 7.2 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**

- 8.1 The Mortgagor irrevocably appoints the Bank 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 Bank or any Receiver pursuant to this deed or the exercise of any of their powers.

#### **Appropriation**

- 9.1 Subject to Clause 9.2 the Bank may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Mortgagor's Obligations as the Bank decides
- 9.2 The Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting the Property the Charged Assets or the Goodwill. Whether or not the Bank opens any such account ~~no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated~~ towards or have the effect of discharging any part of the Mortgagor's Obligations ~~outstanding at the time of receiving such notice.~~

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

- 10.1 This deed is in addition to any other security present or future held by the Bank for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank.
- 10.2 The Mortgagor will at the Mortgagor's own cost at the Bank to perfect this security or further to secure the Mortgagor's Obligations on the Property the Charged Assets and the Goodwill.

## **Further Assurance**

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The Mortgagor shall forthwith and when called upon by the Bank execute in favour of the Bank such further legal or other mortgages, charges, assignments or other documents as the Bank shall require over the Property or any other property or assets of the Chargor as security for the Mortgagor's obligations. Such mortgages, charges, assignments or other documents should be prepared by or on behalf of the Bank at the cost of the Mortgagor and be in such form as the Bank may reasonably require.

## **Memorandum and Articles of Association**

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The Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association.

## **Notices**

13.1

Any notice or demand by the Bank may be served personally on any director or the secretary of the Mortgagor or may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Bank or the Address for Service.

13.2

A notice or demand by the Bank by post shall be deemed served on the day after posting.

13.3

A notice or demand by the Bank by fax shall be deemed served at the time of sending.

## **Governing Law and Jurisdiction**

14.1

This deed shall be governed by and construed in accordance with English Law.

14.1.1

For the benefit of the Bank the Mortgagor irrevocably submits to the jurisdiction of the English Courts and the Mortgagor irrevocably agrees that a judgement in any proceedings in connection with this deed by the English Courts shall be conclusive and binding upon the Mortgagor and may be enforced against the Mortgagor in the Courts of any other jurisdiction. The Bank shall also be entitled to take proceedings in connection with this deed against the Mortgagor in the Courts of any country in which the Mortgagor has assets or in any other Courts of competent jurisdiction.

14.2

The Mortgagor irrevocably waives:-

14.2.1

Any objection which the Mortgagor may now or in the future have to the English Courts or other Courts referred to in Clause 11.2 as a venue for any proceedings in connection with this deed and

14.2.2

Any claim which the Mortgagor may now or in the future be able to make that any proceedings in the English Courts or other Courts referred to in Clause 11.2 have been instituted in an inappropriate forum.



- 14.3 The Address for Service (or such other address in England or Wales as the Mortgagor may from time to time nominate in writing to the Bank for the purpose) shall be an effective address for service of any notice or proceedings in the English Courts to or against the Mortgagor.

#### **Interpretation**

- 15.1 The expressions "Mortgagor" and "Bank" where the context admits include their respective successors in title and assigns.
- 15.2 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 Bank of the other or others of them.
- 15.3 References to the "Property" and the "Charged Assets" 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.
- 15.4 Interest will be calculated both before and after demand or judgement on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select.
- 15.5 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provision is invalid or unenforceable the remaining provisions shall not in any way be affected.

# Schedule of Property

16.1

Title No.	Description	Tenure
MS587703	Rail House, Lord Nelson Street, Liverpool, L1 1JF	Leasehold

Executed (but not delivered until the date  
inserted herein) as a deed by

**FORDINVEST LIVERPOOL LIMITED** acting by a director

In the presence of: *Elijahn Rosengarten*

Signature of Director *[Signature]*

Signature of Witness *[Signature]*

Witness Name (in BLOCK CAPITALS)

Witness Address *Totistreet 42, 8002 Zürich*