



**Registration of a Charge**

Company name: **RODNEY PROPERTIES LIMITED**

Company number: **12418325**



X9JO0C22

Received for Electronic Filing: **11/12/2020**

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**Details of Charge**

Date of creation: **24/11/2020**

Charge code: **1241 8325 0003**

Persons entitled: **RELIANCE BANK LIMITED**

Brief description: **29 RODNEY PLACE, LONDON, SE17 1PP**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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: **TAYLOR ROSE TTKW**



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

Company number: 12418325

Charge code: 1241 8325 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th November 2020 and created by RODNEY PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2020 .

Given at Companies House, Cardiff on 14th December 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 24th November 2020

RODNEY PROPERTIES LIMITED

- to -

RELIANCE BANK LIMITED

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## LEGAL MORTGAGE

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**IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE**

This document is a Mortgage over the Property described in the First Schedule and other assets. You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a Bank official.

- The Bank will hold this Mortgage as security for all your debts and/or your other liabilities to the Bank as set out in this Mortgage.
- This means that if any of your debts and/or your other liabilities are not paid when due, the Bank can take possession of the Property and other assets, sell them and put the money from the sale towards your debts and/or other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that the Bank has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given or may give in the future to the Bank - for example, agreements to be responsible for the debts of another or for liabilities incurred by the Bank on your behalf.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to the Bank or which may be given in the future.
- This Mortgage contains other terms which affect you.

**This Mortgage is an important legal document. The Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.**

Reliance Bank Limited Registered Office: Faith House 23/24 Lovat Lane London EC3R 8EB Registered in England No. 68835

Form of charge filed at HM Land Registry under reference MD1215A

Checker's  
Initials

This Legal Mortgage made by deed the

24<sup>th</sup>

day of

November

2020

BETWEEN

Mortgagor

RODNEY PROPERTIES LIMITED

and RELIANCE BANK LIMITED ("Bank")

WITNESSES as follows:-

Meaning of certain words

1.

- "Bank" means Reliance Bank Limited and any person who is entitled at any future date to exercise all or any of the Bank's rights under this Mortgage.
- "you" means the Mortgagor named above, and words such as "your", "yours" etc. should be read in this way. If there is more than one of you, the obligations under this Mortgage apply to each of you individually as well as jointly.
- "Mortgage" means this deed.
- "Property" means the whole or any part of the property described in the First Schedule to this Mortgage and includes all buildings fixtures and fittings now or at any time after the date of this Mortgage on the Property, including your beneficial interest in the Property or the sale proceeds, subject only to the other mortgages or matters (if any) mentioned in the Second Schedule.
- "Assets" means anything and everything charged, assigned or transferred by clause 5 (a) below.

**The Main Subject Matter of this Mortgage**

**The Debt which is secured on the Property and other assets**

2. This Mortgage is continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the Debt").
3. The Debt is all money and liabilities whatever, whenever and howsoever incurred whether now or in the future becoming due from you to the Bank.  
This includes but is not limited to:-
  - overdrafts, personal and other loans or facilities and further advances of money;
  - guarantees and indemnities to the Bank and any of your other contingent liabilities;
  - discount, commission and other lawful charges and expenses;
  - interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at the annual rate of 5% above the Bank's base rate from time to time computed daily and compounded quarterly according to the then current practice of the Bank. Interest as above applies before and after any demand or judgment;
  - money agreed to be paid by you under clause 27 below.
  - the Bank confirms that there is an obligation to make further advances on the security of the charge and applies to the registrar for a note to be entered in the register to that effect.
4. The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within part V of the Consumer Credit Act 1974, unless agreed between you and the Bank.

**The Legal Charge and assignment**

- 5 (a) With full title guarantee, you and, if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security with the payment and discharge of the Debt:
  - the Property; subject to a first and prior legal mortgage.
  - the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
  - any shares or membership rights mentioned in clause 7 below;
  - any goodwill of any business from time to time carried on at the Property;
  - any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
  - any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation - money.
- (b) The Bank agrees to re-assign or transfer back the Assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you.

**Restriction at the Land Registry and Preserving the Bank's Security**

6. (a) So far as the Property is registered at HM Land Registry, you apply to HM Chief Land Registrar to enter the following restriction on the Proprietorship Register:-

"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 24/11/2020 in favour of Reliance Bank Limited referred to in the Charges Register"

- (b) You must not, without the Bank's written consent, at any time create or allow any other mortgage, charge or burden in relation to the Assets.

#### Management Companies and Shares

7. If you are a member of a management company for the Property, you must deposit any share or membership certificate(s) with the Bank together with a corresponding signed share or membership transfer form(s).

#### What you agree in relation to the Property

##### Insuring the Property

8. You must insure the Property and (in the case of business premises) any plant and machinery on it on terms, and with an insurer, as the Bank reasonably requires (and if the Bank makes no requirement, in accordance with prudent practice) as follows:-
- the policy must remain in force until this Mortgage is released;
  - you must pay all premiums immediately they become due;
  - the Bank or Bank's interest must be noted on the policy or the policy held in the joint names of you and the Bank, as the Bank requires;
  - if the Bank requires, you will produce to, or deposit with, the Bank the policy and the receipts for all premiums and other payments;
  - you must not do anything which adversely affects any insurance or which may increase the premium, and
  - all money at any time payable under any policy must be paid to, or held on trust for, the Bank. The Bank may apply this money in any one or more of the following ways:-
    - subject to the Bank's rights to place money in a suspense account, in or towards reduction or discharge of the Debt;
    - in making good the insured damage;
    - recouping expenditure in respect of the loss or damage for which the money is received.

##### Looking after the Property

9. (a) You must keep the Property and any plant and machinery on it in good repair and condition.  
(b) You must not neglect the Property or do anything else to reduce its value.  
(c) You must not, without the Bank's written consent:-
  - pull down or remove the whole or any part of any building or remove or detach any fixture or fitting; or
  - remove or detach any plant or machinery which belongs to, or is used by, you (except for repair or replacement).  
(d) If you, or anyone else, removes any fixture, fitting, plant or machinery, or if any is destroyed or damaged, you must immediately repair or replace it with one of the same or better quality.  
(e) Nothing in this clause requires you to make good damage which is insured where the Bank has received and applied the insurance proceeds other than in making good that damage.

##### Use of the Property

10. (a) You must carry on any trade or business carried on at the Property in accordance with standards of good management current from time to time in the trade or business and in accordance with its authorised planning use.  
(b) You must carry on any agricultural use of the Property in accordance with standards of good husbandry current from time to time.  
(c) You must not, without the Bank's written consent:-
  - carry out any development as defined in the Town and Country Planning Act 1990; or
  - make or allow any change of use.

##### Your other responsibilities

11. (a) You must comply with all obligations affecting the Property from time to time.  
(b) You must immediately pay all rent and service charges and comply with all obligations under any lease of the Property.  
(c) If the Bank reasonably requires, you must produce evidence sufficient to satisfy the Bank that you have complied with (a) and (b) above.  
(d) You must comply with all statutory and other regulations affecting the Property.  
(e) If you receive or become aware of any notice or proposal affecting the Property or its neighbourhood:-
  - you must inform the Bank immediately; and
  - if the Bank reasonably requires, you must at your own cost either take all reasonable and necessary steps to comply with the notice or proposal or join with the Bank in making objections or representations.

##### Inspection and valuation of the Property

12. You will allow the Bank, its agent or surveyor or any person authorised by it, to enter and inspect or value the Property at any reasonable time on reasonable notice (except in case of emergency). The Bank may call for a valuation of the Property at your expense at any time the Bank reasonably requires.

##### Safeguarding the Bank's Security

13. (a) You must not, without the Bank's written consent:-
  - agree to, or give, any licence or tenancy affecting the Property;
  - exercise the powers conferred by sections 99 or 100 of the Law of Property Act 1925 (relating to grant and surrender of leases);
  - in any other way agree to, or dispose of, or create, any legal estate or equitable interest in the Property;

- negotiate, settle or waive any claim for loss, damage or other compensation affecting the Property, for example, compulsory purchase;
  - or
  - apply for any improvement or other grant to do anything whereby the Property might become subject to a statutory charge.
- (b) You must do everything in your power to prevent:-
- any other person from being registered under the Land Registration Act 2002 as proprietor of the Property and you will be liable for the expense incurred by the Bank in lodging from time to time cautions against the registration of title to the Property; and
  - any person from becoming entitled to claim any right over the Property.
- (c) You must do everything necessary to help the Bank to:-
- confirm or protect its interest in the Property; and
  - exercise any of its rights under this Mortgage.

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires, whether or not this Mortgage has become enforceable.

**When this Mortgage becomes enforceable**

14. You agree that any of the Debt, which is in sterling, is due and payable to the Bank on demand, unless the Bank has agreed with you to the contrary.
15. This Mortgage shall become enforceable if:-
- you do not pay or discharge the Debt or any part of it when due;
  - you are in breach of any of your obligations under this Mortgage;
  - you (or any of you) enter into any composition or arrangement with creditors or are made bankrupt or any step is taken for your administration, receivership, winding up (except with the Bank's written consent for the purpose of reconstruction or amalgamation only) or dissolution or similar proceedings are taken against you or any of you;
  - any one seeks to, or takes possession of, or seeks to enforce, or enforces, any security affecting the Assets or if anything else happens which might adversely affect the security given by this Mortgage; or
  - any other event occurs that makes this Mortgage (or any other security for the Debt) enforceable or the Debt becomes due;
- and when any of the above has occurred (whether or not it is continuing) and at any time afterwards, the powers of sale and of appointing a receiver conferred by section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by the Bank in respect of the Assets free from the restrictions contained in section 103 and 109 of that Act.

16. If the Bank enters into possession of the Assets, it will not be accountable to you as a mortgagee in possession.

**Appointment and powers of a Receiver**

17. Any receiver appointed by the Bank under this Mortgage will be your agent and you will be solely responsible for the receiver's acts, remuneration and defaults. Any receiver may be appointed, removed or replaced by the Bank as it may from time to time think fit.
18. In addition to all the powers given by the Law of Property Act 1925, the receiver shall have power:-
- (a) to sell, exchange, lease or in any other way dispose of the Assets in the manner and generally on the terms the receiver thinks fit in your name and on your behalf;
- (b) to do anything an absolute owner could do with the Assets, including:-
- to take possession of, and collect, the Assets and any plant and machinery and for that purpose to take any proceedings in your name or otherwise;
  - to borrow money as the receiver may require;
  - to compromise or settle any claims arising out of, or against, the Assets;
  - to undertake or complete any works of repair, building or development on the Property;
  - to give or to accept surrenders of any leases, licences or tenancies affecting the Property on the terms, and subject to, the conditions the receiver thinks fit;
  - to carry on any trade or business, including farming, as has from time to time been carried on at the Property;
  - to provide services and employ or engage managers, contractors and other personnel and professional advisers on terms the receiver believes expedient;
  - to make elections for value added tax purposes as the receiver thinks fit;
  - to do anything the Bank has power to do under this Mortgage;
- and any indebtedness or expenditure incurred as above shall be expenses of the receiver.
- (c) to charge remuneration (in addition to all costs, charges and expenses incurred) as the Bank may from time to time agree with the receiver.
19. The receiver shall apply all money received:-
- first, in discharge of all rents, taxes rates and other outgoings of whatever kind affecting the Assets;
  - second, in keeping down all annual sums or other payments and the interest on all principal sums having priority to the Debt;
  - third, in paying the receiver's remuneration and discharging all costs, charges and expenses incurred by the receiver; and shall then pay the balance of the money to the Bank and the provisions of section 109 (6) and (8) of the Law of Property Act 1925 shall be varied accordingly.

**Power of Attorney**

20. You irrevocably appoint the Bank, and/or each and every receiver appointed by the Bank, as your attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank and/or any receiver may think fit:-
- (a) in the exercise of any powers or in respect of any of your obligations under this Mortgage; and
  - (b) in:-
    - the making of any payments (whether by way of payment of rent or service charges or other money payable under a lease or otherwise);
    - effecting or renewing insurance;
    - carrying out works; or
    - doing other things (including the execution of any new lease pursuant to a vesting order of the Court following relief from forfeiture) or bringing, settling or defending any proceedings (including forfeiture proceedings) in your name and at your expense.
21. This power of attorney is given as security for the purposes of the Powers of Attorney Act 1971.

**Additional Powers of the Bank****Bank has powers of Receiver**

22. At any time after this Mortgage has become enforceable, and whether or not a receiver has been appointed, the Bank may, in addition to any other powers arising under this Mortgage, exercise all the powers of a receiver under this Mortgage.

**Buying out prior interests**

23. If someone else has a prior interest in the Assets, the Bank may, at any time, buy out the interest or have it transferred to the Bank, you will be fully bound by the transaction.

**Adjustments to Law of Property Act powers and restrictions**

24. The Bank's rights and remedies under this Mortgage are in addition to, and not in substitution for, any given by law.
25. The restriction on the right of consolidating mortgages in Section 93 of the Law of Property Act 1925 shall not apply to this Mortgage.

**Making good your defaults**

26. (a) If at any time you fail to comply with any of your obligations under this Mortgage, the Bank may do anything which, in its reasonable opinion, may be required to remedy the failure, including performing or obtaining compliance with the obligation.
- (b) For the purposes of (a) above, the Bank or its agents may (but having no duty or liability to you to do so) enter the Property (without being deemed to have gone into possession).

**Payment of Fees, Expenses and Costs of the Bank**

27. (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by the Bank in or incidental to:-
- the preparation, completion, registration, administration, protection and enforcement (including the costs of any proceedings) of this Mortgage; and
  - the exercise by the Bank of its rights and powers under this Mortgage.
- (b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with the Bank and, once debited, will carry interest at the annual rate of 5% above the Bank's base rate from time to time computed daily and compounded monthly according to the then current practice of the Bank and shall be payable on demand.

**Items left at the Property**

28. (a) At any time after this mortgage has become enforceable, the Bank or any receiver, may (but having no duty or liability to you to do so) as your agent and at your expense, remove, store, preserve, sell or otherwise deal with any furniture, goods, vehicles, plant or machinery or other chattels or produce, crops or animals which you fail or refuse to remove from the Property.
- (b) Neither the Bank nor any receiver will be liable for any resulting loss or damage.
- (c) So far as may be lawful, the Bank may set-off any sums realised on any sale against the Debt.
- (d) Where the Bank or any receiver is in possession of any income from the Property, and any of the items mentioned in (a) above are left there, and produce income, any income received will be apportioned only in respect of the Property.

**Protection of Purchasers**

29. No one dealing with the Bank, or any receiver, needs to check that the powers under this Mortgage have arisen or are being properly exercised.

**Independence and duration of this Mortgage**

30. (a) This Mortgage is in addition to, and independent of, any other security which the Bank may at any time hold for the Debt.
- (b) No prior security held by the Bank over the Assets shall merge with this Mortgage.
- (c) This Mortgage remains continuing security until the Bank releases it.

**The Bank's powers to deal with Accounts and Money received**

31. (a) If the Bank receives notice of any subsequent mortgage or other interest affecting the Assets, the Bank may open a new account or accounts for you. If the Bank does not do so, then all payments made to the Bank after receipt of the notice (other than those

expressly appropriated by you) shall be treated as having been credited to a new account in your name instead of in reduction of the Debt.

(b) If the Bank has more than one account for you, and this Mortgage has become enforceable or the Bank has received notice mentioned in (a) above, the Bank may at any time, without prior notice transfer any credit balance in or towards discharge of any debit balance on any of the accounts. The Bank will notify you of the transfer.

(c) If the Bank has any other mortgage or charge over the Assets, the Bank shall have an absolute discretion in the appropriation of any money received under this Mortgage or under the other mortgage or charge.

32. All money received by the Bank under this Mortgage may, in the Bank's reasonable discretion, be credited to, and held in, a separate suspense account for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in, or towards, discharge of the Debt.  
Any money credited to a suspense account shall be deemed to carry interest from the date of payment into the suspense account at the following rate or rates:-

(a) If and to the extent that the money is used in or towards discharge of the Debt, at the rate or rates applicable from time to time to the Debt which it discharges;

(b) If and to the extent that the money is not used in or towards discharge of the Debt, and is later returned to you, simple interest at a rate to be agreed or, in default of agreement, at a reasonable investment rate.

33. You waive any right of set-off you may have now or at any time in the future in respect of the Debt.

#### Currency Conversion

34. The Bank may convert any money received under this Mortgage from the currency in which it is received into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange. References in this clause to currency include funds of that currency and the Bank may convert funds of one currency into different funds of the same currency.

#### Dealing with you and Third Parties

35. The Bank may in its discretion make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection or enforcement or otherwise) with you or any of you or with any other person, in respect of the Debt, or of any other security for it, without affecting either this Mortgage or the liability for the Debt.

#### Notices, Governing Law and Jurisdiction

36. Any demand, notice or proceeding under this Mortgage may be served by letter, sent by first class post to, or left at, your last known address or registered office, or the Property, or sent by fax or other electronic means to your last known fax number or electronic mail address. If posted, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered. If sent by fax or electronic means, the demand, notice or proceeding will be deemed to have been served at the time of transmission. Service on any one of you is deemed to be service on all of you. Any demand or notice may be served by any manager or officer of the Bank or of any of its branches.
37. (a) This Mortgage shall be governed and construed in accordance with the law of England and Wales.  
(b) You and the Bank submit to the non-exclusive jurisdiction of the courts of England and Wales.

#### Disclosure of Information

38. You consent to the disclosure by the Bank of any information about you, this Mortgage, the Assets and the Debt to:-
- Any person to whom the Bank proposes to sell, assign or transfer or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Mortgage or the Debt;
  - Any person with whom the Bank proposes to enter, or has entered into, any arrangements in respect of this Mortgage or the Debt;
  - Any other person, if required or permitted by law to do so.

#### Transfer of Rights

39. (a) The Bank may sell, assign or transfer its rights, benefits and obligations under this Mortgage and the Debt to anyone at any time. If the Bank sells, assigns or transfers any or all of its rights, benefits and obligations, your own rights, benefits and obligations under this Mortgage will stay exactly the same but you will be bound to any person or organisation to whom the Bank sells, assigns or transfers.  
(b) That person or organisation will have the Bank's powers and rights, benefits and obligations so far as these are sold, assigned or transferred. The Bank will be released automatically from its obligations to you so far as the Bank's obligations are assumed by that person or organisation.

#### The Bank's written consent and reasonable requirement

40. (a) Where the words "without the Bank's written consent" appear in any clause, the Bank will not unreasonably withhold consent. You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect:-
- the Bank's security under this Mortgage and the ability of the Bank to enforce this Mortgage;
  - the value of the Assets and the ability of the Bank to sell the Assets;
  - the Bank's ability to recover the Debt; or
  - the assessment of the value of this Mortgage as an asset of the Bank.
- (b) Where the words "the Bank reasonably requires" appear in any clause, you agree that it is reasonable for the Bank to require something, if in the Bank's reasonable opinion, it will or might assist in:-



- the preservation of the Bank's security under this Mortgage or the value of the Assets; or
- the Bank's ability to recover the Debt.

#### Severance and Modification of Clauses

41. (a) If any of the clauses (or part of a clause) of this Mortgage becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents.
- (c) If this Mortgage is unenforceable or otherwise ineffective against any one or more of you, none of the rest of you will be released from your obligations under this Mortgage.

#### Interpretation

42. In this Mortgage:-
- the headings are used for guidance only;
  - any reference to a person includes a body corporate;
  - any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force;
  - references to the singular include the plural and vice versa.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been duly executed by the Mortgagor and is now delivered on the date mentioned above.

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### THE FIRST SCHEDULE referred to above

#### FREEHOLD

#### Registered Title

All the property comprised in the following title(s) at HM Land Registry.

Title Number(s):- TGL128777

Short description of the Property:-

**29 Rodney Place,  
London,  
SE17 1PP**

#### Unregistered Title

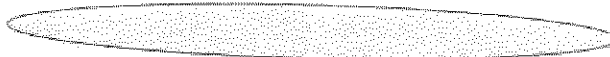
The property known as

and other property now vested in the Mortgagor and comprised in the following deeds and documents or any of them

Date	Deed/Document	Parties
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THE SECOND SCHEDULE referred to above  
(prior Mortgages or other matters)

Legal Mortgage/Charge dated and made by the Mortgagor in favour of



SIGNED ON BEHALF OF RODNEY PROPERTIES LIMITED  
by the said

*Kevin Doyle*

SIGNED ON BEHALF OF RODNEY PROPERTIES LIMITED  
by the said

In the presence of: *Patrick Stanger*

Full name of witness  
(Block letters)

Signature of witness

*P. Stanger*

Address

*13 Ashlaw Rd  
W9 9BT*

Occupation

*COMPANY DIRECTOR*

In the presence of:  
Full name of witness  
(Block letters)

Signature of witness

Address

Occupation