



Registration of a Charge

Company Name: **FIRST PROPERTY 1/2 LTD**

Company Number: **14144397**



XB9XQY80

Received for filing in Electronic Format on the: **08/08/2022**

Details of Charge

Date of creation: **03/08/2022**

Charge code: **1414 4397 0001**

Persons entitled: **FCG FINANCE LTD**

Brief description: **FLATS 2 & 3 THE OLD BAKERY MEWS BREAM LYDNEY
GLOUCESTERSHIRE GL15 6FG REGISTERED AT HM LAND REGISTRY
WITH TITLE NUMBERS GR386376 & GR386373**

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: **PATRON LAW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14144397

Charge code: 1414 4397 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2022 and created by FIRST PROPERTY 1/2 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2022 .

Given at Companies House, Cardiff on 10th August 2022

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**

FCG Finance Ltd
Corporate Legal Charge

Ref. No. FCG/BP/23

Date: 3 August 2022

Us/We:

FCG Finance Ltd incorporated in England & Wales with company number 8752266 whose registered office is at International House, 24 Holborn Viaduct, London, EC1A 2BN

You:

FIRST PROPERTY 1/2 LTD incorporated in England and Wales with company number 14144397 whose registered office is at 8 The Ridgeway, London, United Kingdom, NW11 8TB

Property

Flats 2 & 3 The Old Bakery Mews Bream Lydney Gloucestershire GL15 6FG registered at HM Land Registry with Title Number: GR386376 & GR386373

A. As continuing security for the payment of your Debt, with full title guarantee, you:

- a. charge the Property to us by way of legal mortgage;
- b. apply to the Chief Land Registrar for the following restriction in form P to be entered in the proprietorship register of any registered land forming part of 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 [3/8/2022] in favour of the mortgagee referred to in the charges register; or (if appropriate), signed on such proprietor's behalf by its conveyancer;
- c. agree that this Legal Charge is made for securing further loans and re-advances.
- d. (subject to redemption) assign to us the Related Rights as defined in the Conditions and declare them in trust for us;
- e. agree to and are bound by the Conditions overleaf.
- f. authorise us or our agents on your behalf to insert the Title number of the Property in this Deed.

B. You confirm and declare that:-

- a. you have taken or been advised to seek professional and/or independent legal advice before signing this Legal Charge.
- b. you have carefully read this Legal Charge and your Offer Letter and Loan Agreement and understand all of their terms and conditions.

CUSTOMER SIGNATURE

This legal charge is made as a Deed and you authorize its delivery to us

Executed by

FIRST PROPERTY 1/2 LTD

acting by a director in the presence of a witness:-

Director signature

DocuSigned by:

PINCHES DEUTSCH

00E220E42DF54AE...

Director Name

Pinches Deutsch

Signature of witness

DocuSigned by:

Yidy Lubart

2A9156D3D308486...

Name of witness Yidy Lubart

Address of witness 32 Malchey Yisroel Street, apt
13, Jerusalem, Israel

Occupation of witness Student

DEED IS TO BE EXECUTED BY ONE DIRECTOR IN THE PRESENCE OF A WITNESS

CONDITIONS

Meanings

- 1 When we refer to "your Mortgage" we mean this Legal Charge, your Offer Letter and Loan Agreement and any associated document relating to all or any part of the Debt and all the terms and Conditions relating to all or any part of the Debt. Each of these documents must be read and understood together, and are incorporated into this Mortgage Deed for the purposes of section 2 of the Law of Property Act (Miscellaneous Provisions) Act 1989.
- 2 Words in your Mortgage share the same special meaning when they start with a capital letter, as set out in your Mortgage as follows: -

"the Act" means the Law of Property Act 1925 including any changes made to it which apply at any time.

"Conditions" means the terms and conditions of your Mortgage.

"Cost and Expense" means on a full indemnity basis all money paid out, bound to be paid out by us, or charged by us to you by way fees, expenses, damages, liabilities and legal and other costs, in connection with any steps that we take, of or incidental to or in connection with

- any breach or failure by you to comply with any of the Conditions;
- the preparation, completion, registration, administration, protection and enforcement (including the costs of any proceedings, whether or not you are a party) of your Mortgage; or
- the exercise of our rights and powers under your Mortgage.

Cost and Expense includes

- our reasonable administrative expenses. We may recover these expenses by charging you a fee which we reasonably estimate to represent the cost to us of doing the work for which we are charging the fee; and
- the reasonable fees of ourselves or our solicitors for administering the repayment and redemption of your Mortgage.

"Debt" means all and any part of the money you, or any one or more than one of you together, owe to us, now or in the future, and whether on your own account or together with any third party(ies) including all interest, costs, charges and expenses in connection with your Mortgage payable in accordance with your Mortgage.

"Encumbrance" means 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.

"Interest Rate" means the rate(s) of interest stated in any loan made by us to you as it applies to all or any part of the Debt.

"Other Property" means the whole and any part of or interest in any freehold or leasehold property including any beneficial interest in it or in its sale proceeds, now or in the future vested in belonging to or charged to you, together with all buildings fixtures fittings and all moveable plant machinery implements utensils furniture and equipment from time to time placed on or used in or about such property, as well as any Related Rights. Other Property does not include the Property.

"Property" means all or any part of or interest in the property or properties described overleaf including all buildings fixtures and fittings now or at any time after your Mortgage on the Property, and your beneficial interest in it or its sale proceeds, as well as any Related Rights. If the Property is leasehold it includes any extended term or freehold interest which you acquire in substitution for or in addition to the leasehold estate.

"Related Rights" in relation to the Property or Other Property, as the case may, be are

- sums which (under any statute or law or contract and whether as of right or ex gratia or otherwise) may be or may become payable in respect of it or any damage or injury to it or depreciation to it and the benefit of any other obligation security right or indemnity affecting or concerning the Property.
- all rights, licenses, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to it;
- any shares or membership rights mentioned in Condition 12 below;
- any rental and other money payable under any lease, license, or other

Interest created in respect of the it; and

- any other payments whatever in respect of or relating to it, for example, payments from any insurance policy or any compensation money.
- 2.1 Where any Condition prevents you from doing something without our prior consent
 - we will not unreasonably withhold our consent.
 - You agree that it is not unreasonable for us to refuse to give consent to something if it adversely affects or might affect the security provided by your Mortgage or the value of the Property.

About this Mortgage Deed

- 3 Your Mortgage is in addition to and independent of any existing charge (if any) in our favour or any other securities held by us. The security it gives will not merge or otherwise prejudice or affect our rights and remedies under any bill note guarantee mortgage lien simple contract obligation or other security which we may have for the Debt.

- 4 Any payment arising in respect of the Related Rights (unless used to our satisfaction in restoring or improving the Property or other security) may be applied by us in discharging or reducing the Debt.

Insuring the Property

- 5 You, or if the Property is leasehold, the person responsible under its lease, must keep the Property insured with a reputable insurer under a buildings insurance policy against all normal risks, including flood and any other risk which we reasonably require. The policy must:

- be maintained until our legal charge over the Property has been redeemed;
- be for the full reinstatement value of the Property under a comprehensive index linked insurance policy issued by a reputable insurer; .
- contain a mortgagees' protection clause and have our interest noted.

- 5.1 Whenever we ask, you must be able to produce satisfactory proof that the policy is paid up and in force.

- 5.2 If you do not comply with this condition, we may at your expense, insure our interest in the Property.

- 5.3 If a claim is made on this insurance, any money you receive will be held by you on trust for us. At our option, any money received must be paid to us. We will decide in our reasonable discretion whether it should be spent on repairs and rebuilding or put towards reducing the Debt.

- 5.4 If the property is repossessed by anyone, we may cancel any insurance policy held by a previous lender and authorize that lender to claim any proceeds from the policy and pay these to us in reduction of the Debt.

Representations and Warranties

- 6 In entering into this Mortgage you make the following representations and warranties to us on the date of this deed and they are deemed to be repeated on each day until such date as the Debt has been unconditionally and irrevocably paid and discharged in full.

- 6.1 You are the legal and beneficial owner of the Property and have good and marketable title to the Property.

- 6.2 So far as you are or should, acting reasonably, be aware, the Property is free from any Encumbrance and the Encumbrances created by this Mortgage deed.

- 6.3 You have not received, or acknowledged notice of, any adverse claim by any person in respect of the Property or any interest in it.

- 6.4 So far as you are or should, acting reasonably, be aware, there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially and adversely affect the Property.

- 6.5 So far as you are or should, acting reasonably, be aware, there is no breach of any law or regulation which materially and adversely affects the Property.

- 6.6 So far as you are or should, acting reasonably, be aware, no facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use, save as set out in the lease of the Property where the Property is leasehold.

- 6.7 So far as you are or should, acting reasonably, be aware, no person has an

interest which could take priority over our interest under this deed as an overriding interest in the Property.

- 6.8 So far as you are or should, acting reasonably, be aware, you are not prohibited from assigning your rights in any of the Property and your entry into this deed does not and will not constitute a breach of any policy, agreement, instrument or obligation binding upon you.
- 6.9 So far as you are or should, acting reasonably, be aware, you have, at all times, complied in all material respects with all applicable environmental laws, regulations and licences.
- 6.10 All written information supplied by you or on your behalf for the purpose of each valuation and certificate of title was:
- true and accurate in all material respects as at its date or as at the date (if any) on which it was stated to be given;
 - complete and you did not omit to supply any information which, if disclosed, would adversely affect the valuation or certificate of title;
 - nothing has occurred between the date or dates when the information referred to in this clause was supplied and the date of this deed which would adversely affect such valuation or certificate of title.
- 6.11 So far as you are or should, acting reasonably, be aware no Encumbrance expressed to be created under this deed is liable to be avoided, or otherwise set aside, on your bankruptcy.
- 6.12 So far as you are or should, acting reasonably, be aware, this deed constitutes and will constitute legal, valid, binding and enforceable obligations upon you and is and will continue to be effective security over all and every part of the Property in accordance with its terms.

Looking after the Property

- 7 You must:
- look after the Property so that it keeps its value as our security, putting and keeping it in good repair and complying with all obligations or restrictions in respect of it, whether under any lease, prior charge or statute or otherwise;
 - immediately give us a copy of any notice or demand received from anyone in connection with the Property;
 - if the Property is leasehold immediately give us a copy of any notice of your wish to have an extended term or to purchase the freehold reversion. No later than one month following such acquisition, you will deliver us the deeds relating to any extended term or freehold interest which you acquire and, if asked, will enter into a deed of substitution or a new mortgage of the extended term or freehold interest in a form approved by us.
 - give us a fresh charge (if asked) over any new or increased interest which you get in the Property;
 - not alter the Property or grant rights in the Property to anyone, or create or allow to be created any further charge or mortgage over it, or allow anyone to get rights in it or do anything which would devalue it or make it more difficult or expensive to insure the Property or which could invalidate any insurance over the Property;
 - not without our prior written consent grant or agree to grant a lease of the Property or agree to grant one or allow anyone to surrender any lease of the Property or apply for any planning consent in respect of the Property;
 - comply with the requirements of any law and regulation relating to or affecting the Property or the use of it or any part of it;
 - execute and do anything we may reasonably require to perfect your Mortgage.

When the Debt is Payable and Default

- 8 For the purposes of section 101 of the Act, the Debt is due on the date of this Mortgage Deed and no matter what any other Conditions say, the Debt becomes due and repayable:
- if you break any of the Conditions, or fail to make any payment due under them or to pay any other money due under your Mortgage;
 - if the title to the Property is defective in any way or your Mortgage does not have first priority or is in any way not perfected or alleged to be improperly perfected;
 - if any part of the Property is compulsorily purchased or officially requisitioned;

- if the value of the Property falls substantially because a building on it has been pulled down or damaged;
- if you become insolvent or make any formal arrangement with your creditors;
- if, in applying for any loan or credit agreement relating to all or any part of the Debt any information given to us either by you or your behalf was materially incorrect or incomplete;
- if a mortgagee or other person interested in the Property takes proceedings for possession or to realise their interest in it or otherwise enforce their interest;
- if any other indebtedness is not paid when due nor within any originally applicable grace period, or becomes due, or capable of being declared due and payable, prior to its stated maturity by reason of an event of default howsoever described, subject to a de minimis aggregate amount of indebtedness of £10,000;
- if any change in your circumstances occurs which we reasonably believe might adversely affect your ability to perform your obligations under your Mortgage;
- if any other event occurs which you have agreed in writing with us makes your Mortgage enforceable.

Our Powers

- 9 In addition to our statutory powers we have the following rights and powers:
- to take possession of the Property as soon as this Mortgage Deed is made and all the rights and powers which we would have, including rights to confer authorities to others, which we could exercise if we were the absolute owner of the Property. Doing this shall not render us or any receiver liable to account as mortgagee in possession. Although we have these rights, we will not exercise them until you break or fail to comply with any Conditions;
 - (without being obliging us to do so) to do anything necessary to remedy any breach by you of any Conditions and carry out any obligations you have in connection with any other right or remedy relating to the Property.
 - to sell the Property free from Section 103 of the Act. This and the power to appoint a receiver become immediately exercisable when you break or fail to comply with any of the Conditions;
 - to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as we shall think expedient, without the need to observe any of the provisions of Sections 99 and 100 of the Act; we may apportion any rent received when we are in possession to the Property only and not to any furnishings, machinery or other things kept there or fixed to it;
 - if the Property has been mortgaged in a way that gives someone else a first claim on it or someone has a prior interest, to buy out the other person's interest. You will be fully bound by any agreement we reach with the other person. You will have to pay back any money we have spent on the transaction when we ask you for it;
 - all the powers of a receiver (see Condition 10 below).

Crediting of Payments

- 10 Unless we, in our absolute discretion, decide otherwise any payments made by you or received on your account will be credited to:
- first, any charges or fees, including any charges for early repayment and insurance premiums in respect of the Property;
 - second, interest owing by you;
 - third, in reduction or extinction of the balance of the Debt.

Receivers

- 11 When we appoint a receiver, the receiver can:
- and will act as your agent. You alone will be responsible for paying the receiver's fees and anything the receiver does, or fails to do, as an agent acting on your behalf;
 - exercise all the powers and authorities which we have under your Mortgage or which we think fit to grant. We may grant any powers and authorities which we could give if we were the absolute owner of the Property;
 - generally manage the Property and do anything else (whether similar or not to any of the above) which may be reasonably considered to be

incidental or conducive to anything which a receiver can lawfully as your agent or which we have the right or power to do.

11.1 The net proceeds arising from the exercise of the powers of the receiver shall, subject to any claims ranking in priority to ours, be used to pay in the following order:

- first, the amount of all costs, interest, charges, fees and expenses incurred and payments made by the receiver in connection with or incidental to or as a result of the exercise of his powers and the costs, charges and expenses of and incidental to his appointment;
- second, the remuneration of the receiver;
- third, all other sums secured by your Mortgage in such order as we may determine;
- fourth, the claims of those entitled to any surplus.
- Section 109 (6) and (8) of the Act (relating to the fees of a receiver) shall not apply.

11.2 Your rights under section 93 of the Act are excluded.

Power of Attorney

12 You appoint and give us (and any receiver appointed by us) an irrevocable power of attorney by way of security to do the following in your name and on your behalf either separately or jointly:

- to receive any money due in respect of the Property or any right or claim connected with it or the Related Rights and to use it to reduce or repay the Debt;
- to sign or execute any document or do any act which must be signed or done by you under your Mortgage or which we or a receiver may find necessary in order to exercise or perfect our rights under your Mortgage;
- to initial any amendment which may be necessary to your Mortgage in order to correct any manifest error or mistake, provided that such amendment does not adversely affect your rights or obligations;
- to transfer your share in any management company for the Property to its buyer;
- to obtain details of prior charges;
- to request and receive from anyone any present or past information about the Property, the Related Rights and any other interest in or in any way affecting these, including any debt however secured on the Property;
- to claim and receive any compensation due on the Property;
- to give to a local authority or any other public body any official notices in connection with the Property that you are entitled to give yourself;
- if you are a shareholding member of a resident's association or management company in connection with the Property, to transfer your shares to anyone who has bought the Property and to receive any money paid for the shares (but this does not amount to us obtaining any interest in the shares) and to receive any consideration payable in respect of such shares;
- to sign, execute, seal and deliver as a deed and deliver and do anything else necessary to finalise any legal document which may be required in connection with your Mortgage or with any of our and the receiver's powers under your Mortgage including the execution of any new lease vested by a court following relief from forfeiture.

Cost and Expense

13 You must keep us fully indemnified in respect of and pay us any Cost and Expense. Cost and Expense carries interest from the date when the same is paid or incurred or charged by us at the Interest Rate from time to time until payment.

Items left at the Property

13.1 If you are ordered to give up, or we take possession of the Property or Other Property, you must remove all chattels ("Items") from it. Items include but are not limited to all furniture, animals, livestock, clothing and other personal effects, whether belonging to you or anyone else, but not fixtures and fittings. You agree that any Items which are not removed by you prior to our obtaining possession may be disposed of at your expense (whether by removal, sale, destruction or gift). You further agree that we may appoint independent contractors for this purpose and acknowledge that they will be ordinary clearance contractors, act as your, not our, agents using their reasonable discretion and will not have any training or skill in identifying the value or saleability or particular handling

requirements of any item. Accordingly, you agree that, unless we have express notice that any item is of special monetary value or that the contractors are dishonest, we have no responsibility for any loss or damage caused by the independent contractors. If after the Debt is paid in full any Items are sold and we receive the proceeds, we will pay you what is left after deducting the expense (including the cost of the independent contractors) incurred in and about the disposal.

Negligence in dealing with the Property etc.

14 Without in any way creating any duty of care by ourselves to you, you agree that so long as:

- we exercise reasonable care in selecting any receiver or third party, the amount recoverable from you shall not be affected by any neglect of the receiver or third party appointed by us in connection with the realisation of the Property;
- act reasonably upon professional advice in the manner and pricing of a sale or the exercise of our powers and rights, we shall not be liable to you in respect of, nor will your liability be reduced for any loss or damage that follows from:
- selling or not selling the Property;
- any action or failure to act during a sale of the Property;
- carrying out, or not carrying out, our powers;
- exercising or not exercising our rights.

Representations and Warranties

15 You represent and warrant to us that: -

- Your Mortgage does not contravene any of the provisions of your memorandum and articles of association or any agreement, undertaking or other instrument in respect of or binding on you;
- you are empowered to enter into and perform all the Conditions of your Mortgage.

General

16 In addition to all rights of set-off conferred by law, we may set-off any money standing from time to time to the credit of any account whatsoever that you have with us against the Debt.

17 In addition and without prejudice to any general lien or similar right to which we may be entitled at law we may at any time without notice to you combine or consolidate all or any of your accounts with any liabilities to it and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of your liabilities to us on any other account or in any respect whether such liabilities be actual or contingent primary or collateral joint or several.

18 You shall, at your own expense, take whatever action we or any Receiver may reasonably require for:

18.1 creating, perfecting or protecting the security intended to be created by this deed,

18.2 facilitating the realisation of any of the Property, or

18.3 facilitating the exercise of any right, power, authority or discretion exercisable by us or any Receiver in respect of any of the Property, including, without limitation, if we think it expedient, the execution of any 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 us or to our nominee) and the giving of any notice, order or direction and the making of any registration.

19 If any of the Conditions (or part of a condition) becomes invalid or unenforceable in any way under any law, the validity of the remaining Conditions (or part of a condition) will not in any way be affected or impaired.

20 You must at once give us any information (including documents) that we ask for about any proposed or intended sale of the Property. You further agree to instruct and irrevocably authorize any solicitor acting for you in connection with the sale at our request at once to give us this information.

21 No right power or privilege under your Mortgage shall be waived by any failure or delay in exercising it, nor does any single or partial exercise of any right, power or privilege preclude its further exercise.

- 22 The rights and powers of the Lender conferred by this deed are cumulative, may be exercised as often as we consider appropriate, and are in addition to our rights and powers under the general law.
- 23 If the rule against perpetuities applies to any trust created by this Mortgage, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
- 24 A certificate of our director or company secretary as to the amount for the time being of the Debt will for all purposes (apart from obvious mistakes) be conclusive against you.
- 25 A third party (being any person other than you, us or any of our assigns or successors and any receiver) has no rights under the Contracts (Rights of Third Parties Act 1999) to enforce, or to enjoy the benefit of, any term of this Mortgage.
- 26 If the title to the Property is not registered at HM Land Registry, you shall ensure that no person (other than you) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property, without our prior written consent.
- 27 If any notice (whether agreed or unilateral) is registered against your title to the Property, you shall as soon as reasonably practicable provide us with full particulars of the circumstances relation to such notice. If such notice

was registered to protect a purported interest the creation of which is not permitted under this Mortgage, you shall immediately, at your own expense, take such steps as we may require to ensure that the notice is withdrawn or cancelled.

Notices

- 28 Any notice or proceedings under your Mortgage which we send by first class post will be deemed to have been received by you on the second Business Day after posting, even if it never arrives or is returned undelivered. Notice addressed to one of you at the address within the United Kingdom most recently notified to us in writing will be deemed notice to you all unless you have different addresses. In proving service it shall be sufficient for us to show that the letter containing the notice was properly addressed stamped and posted by first class post.
- 28.1 If your address changes, you must at once give us written notice of your new address.
- 29 Your Mortgage is governed by the law of the location of the Property and you submit to the non-exclusive jurisdiction of the courts of that location.