



Registration of a Charge

Company name: **THE CARLTON PROPERTY COMPANY (SHEFFIELD) LIMITED**
Company number: **00666979**

Received for Electronic Filing: **08/08/2014**



Details of Charge

Date of creation: **01/08/2014**
Charge code: **0066 6979 0020**
Persons entitled: **SVENSKA HANDELSBANKEN AB (PUBL)**
Brief description: **BY WAY OF LEGAL MORTGAGE, THE PROPERTY KNOWN AS
APARTMENT 22, ATLANTIC 1, 1 ST GEORGES WALK, SHEFFIELD S3
7AP AND REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER
SYK548565 (THE "PROPERTY")**
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:

WAKE SMITH LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 666979

Charge code: 0066 6979 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2014 and created by THE CARLTON PROPERTY COMPANY (SHEFFIELD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2014 .

Given at Companies House, Cardiff on 8th August 2014

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

LC1/LTD/0913

THIS LEGAL CHARGE is made on 1st AUGUST 2014 BETWEEN:

- (1) The Carlton Property Company (Sheffield) Limited company number 00666979 (the "Borrower"); and
- (2) Svenska Handelsbanken AB (publ) (the "Bank").

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

"Authorisations" means all authorisations, consents and permits issued by any governmental body agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings.

"Charged Assets" means all the undertaking, property and assets of the Borrower described in clause 3.1 (*Fixed charge*) including any part thereof and any interest therein.

"Collateral Instruments" means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person.

"Enforcement Date" means the date on which the Bank demands the payment or discharge of all or any part of the Secured Liabilities or, if earlier, the date on which an application is made or other action is taken for the administration of the Borrower.

"Insurances" means all contracts or policies of insurance in which the Borrower from time to time has an interest.

"Party" means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004, and any subordinate legislation made (before or after this Deed) under those statutes and any other statute governing or controlling the use or development of land and property.

"Property" means the property known as Apartment 22, Atlantic 1, 1 St Georges Walk, Sheffield, S3 7AP and registered at Land Registry under title number SK548565.

"Receiver" means any one or more receivers and/or managers appointed by the Bank pursuant to this Deed in respect of the Borrower or over all or any of the Charged Assets.

"Security Interest" means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, right of set-off, trust arrangement for the purpose of providing security or any other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect.

"Secured Liabilities" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 (*Covenant to pay*).

- 1.2.4 If two or more persons are included in the definition "Borrower" then the use in this deed of the word "Borrower" shall be deemed to refer to such persons both together and separately and the Borrower'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.

2 COVENANT TO PAY

2.1 Covenant

The Borrower covenants that it will on demand pay to the Bank all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Bank when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are expressed or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Bank or purchased or otherwise acquired by it; denominated in sterling or in any other currency; or incurred on any banking account or in any other manner whatsoever.

2.2 Certain liabilities

The liabilities referred to in clause 2.1 (*Covenant*) shall, without limitation, include:

- 2.2.1 all liabilities under or in connection with foreign exchange transactions, interest rate swaps and hedging transactions and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;
- 2.2.2 all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind;
- 2.2.3 interest (both before and after judgement) to date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Bank in relation to any such moneys, obligations or liabilities or generally in respect of the Borrower; and
- 2.2.4 all costs, charges, expenses and liabilities incurred as a result of or pursuant to the exercise of the rights and powers contained in this Deed.

3 CHARGES

3.1 Fixed charge

The Borrower charges to the Bank with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future:

- 3.1.1 by way of legal mortgage the Property; and
- 3.1.2 by way of fixed charge:
- (i) all plant and machinery owned by the Borrower and its interest in any plant and machinery in its possession located at the Property;
 - (ii) all fixtures and fittings from time to time attached to the Property;
 - (iii) all other chattels of the Borrower located at the Property and not ordinarily disposed of in the ordinary course of business;
 - (iv) all benefits in respect of the Insurances including all claims and the refund of any premiums;
 - (v) all rents receivable from any lease granted of the Property; and
 - (vi) all the goodwill of the Borrower's business carried on at the Property.

fixtures, plant and machinery) and fully protected against damage or deterioration and not commit any waste thereon or lessen the value thereof.

4.6 Access

The Borrower will permit any person appointed by the Bank, without the Bank becoming liable to account as mortgagee in possession, (at reasonable times and on reasonable notice) to enter on and inspect the state of the Property and other premises (if any) on which the Borrower shall from time to time be carrying out any contract or other works.

4.7 Notices

4.7.1 The Borrower will, within 5 Business Days of receipt, give full particulars to the Bank of any notice, order, direction, designation, resolution or proposal having specific application to the Property or to the area in which it is situate, given or made by any planning authority or other public body or authority whatever or in pursuance of the powers conferred by any other statute.

4.7.2 The Borrower will, if requested by the Bank, without delay and at its own cost take all reasonable or necessary steps to comply with any such notice or order.

4.7.3 The Borrower will further, if requested by the Bank, but at its own cost, make or join with the Bank in making such objections or representations against or in respect of any proposal for such a notice or order as the Bank shall reasonably deem expedient.

4.7.4 Any compensation received by the Borrower as a result of any notice or order shall be applied in repayment of the Secured Liabilities.

4.8 Planning Acts

The Borrower will:

4.8.1 not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in, on or in respect of the Property required to be done or omitted by the Planning Acts or which shall contravene the provisions of the Planning Acts; and

4.8.2 indemnify and keep indemnified the Bank against all actions, proceedings, costs, expenses, claims and demands whatsoever in respect of any such act, matter or thing so contravening the provisions of the Planning Acts.

4.9 Land Registration Acts

4.9.1 The Borrower will not, without the prior written consent of the Bank:

- (i) permit any person to be registered as proprietor under the Land Registration Acts of the Property;
- (ii) create or knowingly permit to arise or subsist any overriding interest affecting the Property within the definition in the Land Registration Acts; or
- (iii) permit any person to become entitled to any proprietary right or interest which might reasonably be expected adversely to affect the value of the Property or any other Charged Asset thereon.

4.9.2 The costs incurred by the Bank in lodging from time to time a notice or restriction against registration of the Property shall be deemed to be costs properly incurred by it under this Deed.

4.10 Insurances

4.10.1 The Borrower shall effect insurance of the Charged Assets all such insurances to be in amount and in form and with an insurance company or underwriters acceptable to the Bank (acting reasonably).

4.10.2 The Borrower will procure that the Bank is co-insured on each such insurance policy and that every such policy shall contain:

6 POWERS OF THE BANK

6.1 Powers on enforcement

At any time on or after the Enforcement Date, or if requested by the Borrower, the Bank may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred on mortgagees by the Law of Property Act 1925, as varied or extended by this Deed, and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

6.2 Subsequent Security Interests

6.2.1 If the Bank receives notice of any subsequent Security Interest affecting the Charged Assets or any part thereof, the Bank may open a new account for the Borrower.

6.2.2 If it does not open a new account then, unless the Bank gives express written notice to the contrary to the Borrower, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Borrower to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities at the time when it received such notice.

6.3 Statutory power of leasing

The Bank shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Bank shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

6.4 Contingencies

6.4.1 If the Bank enforces the security constituted by this Deed at a time when no amount in respect of the Secured Liabilities is due and payable, the Bank (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

6.4.2 The Bank may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:

- (i) paying all costs, charges and expenses incurred and payments made by the Bank (or the Receiver) in the course of such enforcement;
- (ii) paying remuneration to the Receiver as and when the same becomes due and payable; and
- (iii) paying amounts due and payable in respect of the Secured Liabilities as and when the same become due and payable.

6.5 Power of sale and right of consolidation

Sections 93 and 103 of the Law of Property Act 1925 do not apply to the security constituted by this Deed.

7 APPOINTMENT AND POWERS OF RECEIVER

7.1 Appointment

7.1.1 At any time on or after the Enforcement Date, or if requested by the Borrower, the Bank may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Charged Assets or any part thereof.

7.1.2 Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Bank may specify to the contrary in the appointment.

7.3.13 delegate his powers in accordance with clause 10 (*Delegation*); and/or

7.3.14 sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers referred to in this clause 7.3 or to the realisation of the security created by or pursuant to this Deed and to use the name of the Borrower for all the purposes referred to in this clause 7.3.

7.4 Remuneration

The Bank may from time to time determine the remuneration of any Receiver and section 109(6) of the Law of Property Act 1925 shall be varied accordingly.

8 APPLICATION OF PROCEEDS

All moneys received by the Bank or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Bank in its absolute discretion may from time to time conclusively determine, except that the Bank may credit the same to a suspense account for so long and in such manner as the Bank may from time to time conclusively determine and the Receiver may retain the same for such period as he and the Bank consider expedient.

9 PROTECTION OF THIRD PARTIES

9.1 Deemed right to enforce

In favour of any purchaser (as defined in section 205 of the Law of Property Act 1925) or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred on the Bank by the Law of Property Act 1925, as varied and extended by this Deed, shall be deemed to arise, immediately after the execution of this Deed.

9.2 No enquiry required

No purchaser or other person dealing with the Bank or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under this Deed has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by, or other dealing with, the Bank or such Receiver or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

10 DELEGATION

The Bank and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made on the terms (including power to sub-delegate) and subject to any regulations which the Bank or such Receiver (as the case may be) may think fit. Neither the Bank nor any Receiver will be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

11 INDEMNITIES

11.1 Enforcement costs

The Borrower shall on demand, indemnify the Bank against any cost, loss or liability incurred by the Bank or by any Receiver as a result of the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Assets.

11.2 Indemnity from Charged Assets

The Bank and any Receiver, attorney, agent or other person appointed by the Bank under this Deed and the officers and employees of the Bank and any such Receiver, attorney, agent or other person (each an "Indemnified Party") shall be entitled to be indemnified out of the Charged Assets in respect

preference or priority and the Bank shall be entitled to recover the value or amount of any such security or payment from the Borrower and to enforce this Deed as if such settlement on discharge had not occurred.

13.3 Land Registry

13.3.1 In respect of the Property charged by this Deed, the title to which is or is to be registered at the Land Registry, the Borrower:

- (i) certifies that the security created by this Deed does not contravene any of the provisions of the constitutional documents of the Borrower; and
- (ii) hereby applies to the Land Registry for the entry of the following restriction in the Proprietorship Register of any relevant 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 [the date of this Deed] in favour of Svenska Handelsbanken AB (publ) referred to in the charges register".

13.3.2 The obligation on the part of the Bank to make further advances to the Borrower under any facility or other documentation issued by the Bank to the Borrower shall be deemed to be incorporated in this Deed for the purposes of Section 94(1)(c) of the Law of Property Act 1925, Section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003 and for the purposes of the Land Registration Rules 2003 and Section 49(3) of the Land Registration Act 2002 the Bank hereby applies to the Chief Land Registrar to enter a note of such obligation on the register of each of the titles referred to in clause 13.3.1.

13.4 No responsibility for loss

Neither the Bank nor any Receiver shall be responsible for any loss occasioned by the timing of the exercise of its powers under this Deed.

13.5 No liability as mortgagee in possession

Neither the Bank nor any Receiver shall be liable to account as mortgagee or heritable creditor in possession in respect of all or any of the Charged Assets or be liable for any loss on realisation or for any neglect or default of any nature whatsoever for which a mortgagee or heritable creditor in possession may be liable as such.

14 CHANGES TO THE PARTIES AND DISCLOSURE

14.1 Assignments and transfers by the Chargor

The Borrower may not assign any of its rights or transfer any of its rights or obligations under this Deed.

14.2 Assignments and transfers by the Bank and disclosure

The Bank may assign and transfer any of its rights and obligations under this Deed to any person or otherwise grant an interest in them to any person.

15 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

This Deed has been entered into at the date stated at the beginning of this Deed.

SIGNATORIES

Borrower

Executed as a deed
by the Borrower acting by ANDREW JAMES
a director in the presence of: K. RIER

Director

Signature of witness:

Name:

Signature
DAVID JOHN DONNELLY

Address:

WAKE SMITH LLP
68 CLARENCE ROAD
SMITHS
S10 2LS

For and on behalf of the Bank

Signature
Authorised Signatory

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