

MR01
Particulars of a charge

058170/23



Companies House



Go online to file this information
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A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form.
It must be scanned and placed on the public record. **Do not send the original**

TUESDAY



AA3BPYER

A11

27/04/2021

#295

COMPANIES HOUSE

1 Company details

Company number 01476675

Company name in full RAVENSALE LIMITED

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 06/04/2021

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name ALPINE MORTGAGES (IRELAND)
DESIGNATED ACTIVITY COMPANY

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

Freehold Property known as part of Great Eastern Wharf and Part of Ransomes Dock, Battersea registered at the Land registry with Title Number SGL113531 and Leasehold property known as ground floor parking spaces 9, 11, 13, 16 to 22 (INC) 25 and 26 Bishops Wharf, 49 and 51 Parkgate Road registered at the Land Registry with Title Number TGL148105. For more details please refer to the instrument.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

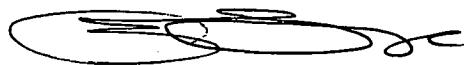
Signature

Please sign the form here.

Signature

Signature

X


GRAHAM SHARPE
LYNCH HALL 15012NBY

X

This form must be signed by a person with an interest in the charge.

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Graham Sharpe
Company name	Lynch Hall and Hornby
Address	Hornby House
	23 Peterborough Road
Post town	Harrow
County/Region	Middlesex
Postcode	H A 1 2 B D
Country	
DX	Not applicable.
Telephone	020 8864 0722

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

Dated

6th April

2021

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

Signed Lynch Hall
Lynch Hall & Hornby

t Hornby

Legal Mortgage between

LYNCH HALL & HORNBY SOLICITORS
Hornby House
23 Peterborough Road
Harrow, Middlesex
HA1 2BD

Ravensale Limited

And

Alpine Mortgages (Ireland) Designated Activity Company

THIS DEED is dated

6th April

2021

PARTIES

- (1) RAVENSALE LIMITED (a company incorporated in England and Wales under company registration number 01476675 the registered office for which is at 26 New Broadway Ealing London W5 2XA (Mortgagor).
- (2) ALPINE MORTGAGES (IRELAND) DESIGNATED ACTIVITY COMPANY a company incorporated in the Republic of Ireland under company registration number 485749 the registered office of which is at 104 Lower Baggot Street Dublin 2 Ireland (Alpine).

BACKGROUND

- (A) The Mortgagor owns the Charged Property.
- (B) This deed provides security which the Mortgagor has agreed to give Alpine for the loan made or to be made available by Alpine.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

Terms defined in the Terms and Conditions shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

Charged Property: the freehold or leasehold property (whether registered or unregistered) owned by the Mortgagor described in the Schedule.

Expenses: all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by Alpine or any Receiver at any time in connection with the Secured Assets or the Secured Liabilities or in taking, perfecting or enforcing the contract or in exercising any right or power under the contract or otherwise together with VAT upon such expenses where appropriate and Interest from the date they are incurred.

Insurance Policy: each contract and policy of insurance of whatever nature in connection with a Charged Property or the Secured Assets which is, from time to time, taken out by or with the authority of or on behalf of or for the benefit of the Mortgagor.

Interest: interest at the rate or rates agreed between Alpine and the Mortgagor and in the absence of any agreement at the rate of 4% per annum above the base rate of the Bank of England from time to time.

LPA 1925: Law of Property Act 1925.

Receiver: any person appointed as a receiver, receiver and manager or administrative receiver.

Rental Income: all amounts paid or payable to or for the account of the Mortgagor in connection with the letting, licence or grant of other rights of use or occupation of all or any part of the Charged Property.

Secured Assets: all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities: all present and future monies, obligations and liabilities of the Mortgagor to Alpine, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether Alpine shall have been an original party to the transaction or not together with all Interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities and the Expense

Security: 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.

Terms and Conditions: Alpine's standard Business Banking Secured Loan Terms and Conditions as amended from time to time by notification to the Mortgagor.

2. INCORPORATION OF TERMS AND CONDITIONS

2.1 The terms of this deed are supplemented by the Terms and Conditions, which should be read as if they were set out in this deed in full.

2.2 If there is an inconsistency between any of the provisions of this deed and the Terms and Conditions, the provisions of this deed shall prevail.

2.3 For the avoidance of doubt, in those parts of the Terms and Conditions which set out provisions regarding charged property, secured assets or enforcement of security, any reference to "you" includes a reference to the Mortgagor under this deed.

2.4 This legal charge is a security document as referred to in the Terms and Conditions.

3. COVENANT TO PAY

The Mortgagor shall, on demand, pay to Alpine and discharge the Secured Liabilities when they become due.

4. GRANT OF SECURITY

4.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee charges to Alpine:

4.1.1 by way of first legal mortgage, the Charged Property; and

4.1.2 by way of first fixed charge:

4.1.2.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy;

4.1.2.2 the Rental Income and the benefit of any guarantee or security in respect of the Rental Income;

4.1.2.3 the benefit of each Property Agreement and the benefit of any guarantee or security for the performance of a Property Agreement to the extent not effectively assigned under clause 4.2;

4.1.2.4 the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Mortgagor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit

under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and

4.1.2.5 all authorisations (statutory or otherwise) held or required in connection with the Mortgagor's business carried on at the Charged Property or the use of any Charged Property, and all rights in connection with them.

4.2 As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee assigns to Alpine absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

4.2.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy;

4.2.2 the Rental Income together with the benefits of all rights and remedies of the Mortgagor relating to them; and

4.2.3 the benefit of each Property Agreement and the benefit of any guarantee or security for the performance of a Property Agreement, provided that nothing in this clause 4.2 shall constitute Alpine as mortgagee in possession.

5. NEGATIVE PLEDGE

5.1 The Mortgagor shall not at any time, except with Alpine's prior written consent:

5.1.1 create, purport to create or permit to subsist any security on, or in relation to, any Charged Property other than any Security created by this deed;

5.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property; or

5.1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

6. MORTGAGOR'S UNDERTAKINGS

The Mortgagor undertakes with Alpine to comply with all of the provisions in the Terms and Conditions including, without limitation, those regarding charged property and insurance of secured assets.

7. RENTAL INCOME

7.1 The Mortgagor shall not deal with the Rental Income except by getting it in and realising it in the ordinary and usual course of its business and shall, immediately on receipt, pay all Rental Income into such account as Alpine may direct from time to time. The Mortgagor shall, pending that payment in to the specified account, hold all Rental Income on trust for Alpine.

7.2 The Mortgagor agrees with Alpine that any monies received by Alpine under clause 7.1 shall not constitute Alpine as mortgagee in possession of the Charged Property.

7.3 The Mortgagor agrees with Alpine that it shall not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on the specified account except with the prior written consent of Alpine.

7.4 The Mortgagor shall, promptly following the occurrence of a default event (howsoever described) under any agreement or arrangement under which the Secured Liabilities arise, give notice to the relevant tenant, guarantor or surety of the assignment under clause 4 of the Mortgagor's rights and interest to the Rental Income and each guarantee or security in respect of the Rental Income and procure that each addressee of such notice promptly provides an acknowledgement of that notice to Alpine.

8. PERFECTION OF SECURITY

8.1 The Mortgagor consents to an application being made by Alpine to the Land Registrar for the following restriction to be registered against its title to the Charged 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 6th April 2021 in favour of ALPINE MORTGAGES (IRELAND) DESIGNATED ACTIVITY COMPANY referred to in the charges register."

8.2 Whether or not title to the Charged Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Mortgagor's title to the Charged Property, the Mortgagor shall immediately provide Alpine with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Mortgagor shall immediately, and at its own expense, take such steps as Alpine may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

9. LIABILITY OF THE MORTGAGOR

The Mortgagor waives any right it may have to require Alpine to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Mortgagor.

10. POWERS OF ALPINE

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by Alpine in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 At any time after:

11.1.1 Alpine has demanded payment of any of the Secured Liabilities; or

11.1.2 any step or proceeding has been taken for the appointment of an administrator, liquidator or provisional liquidator or with a view to seeking a moratorium or a voluntary arrangement in respect of the Mortgagor or if requested by the Mortgagor;

Alpine may appoint by writing, insofar as permitted by law, any person or persons to be a Receiver of all or any of the Secured Assets and the Security created by this deed shall in any of such events become immediately enforceable. The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of Alpine under the Insolvency Act 1986, the LPA 1925 or

otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

11.2 The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise Alpine and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Mortgagor, to:

11.2.1 grant a lease or agreement for lease;

11.2.2 accept surrenders of leases; or

11.2.3 grant any option in respect of the whole or any part of the Charged Property with whatever rights relating to other parts of it,

11.3 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed. The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 11.1.

11.4 No purchaser, mortgagee or other person dealing with Alpine or any Receiver shall be concerned to enquire:

11.4.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

11.4.2 whether any power Alpine or a Receiver is purporting to exercise has become exercisable or is properly exercisable; or

11.4.3 how any money paid to Alpine or any Receiver is to be applied.

11.5 Neither Alpine nor any Receiver shall be liable, by reason of entering into possession of any Secured Assets or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

11.6 The receipt of Alpine or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, Alpine and every Receiver may do so for any consideration, in any manner and on any terms that it or he thinks fit.

11.7 Each Receiver and Alpine is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

11.8 If Alpine or any Receiver enters into or takes possession of the Secured Assets, it or he may at any time relinquish possession.

11.9 The receipt of Alpine or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, Alpine and every Receiver may do so for any consideration, in any manner and on any terms that it or he thinks fit.

12. FURTHER PROVISIONS

12.1 The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that Alpine may hold for any of the Secured Liabilities at any time. No prior security held by Alpine over the whole or any part of the Secured Assets shall merge in the security created by this deed.

12.2 The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until Alpine discharges this deed in writing.

12.3 The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

13. TRANSFER

13.1 This deed is freely assignable or transferable by Alpine.

13.2 The Mortgagor may not assign any of his rights and may not transfer any of its obligations under this deed or enter into any transaction which would result in any of those rights or obligations passing to another person.

14. SET OFF

Without obligation to exercise its rights, Alpine may at any time set off any liability of the Mortgagor to Alpine against any liability of Alpine to the Mortgagor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. Any exercise by Alpine of its rights under this clause 14 must be promptly notified to the Mortgagor and shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

15. CERTIFICATES

A certificate signed by an authorised signatory of Alpine as to the amount due or owing from the Mortgagor shall be conclusive evidence against the Mortgagor, except in the case of obvious error.

16. AMENDMENTS, WAIVERS AND REMEDIES

16.1 No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, Alpine and the Mortgagor.

16.2 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing and signed by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

16.3 A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by Alpine shall be effective unless it is in writing and signed.

16.4 The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

17. SEVERANCE

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

18. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

19. COUNTERPARTS

This deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one deed. No counterpart shall be effective until each party has executed at least one counterpart.

20. NOTICES

20.1 A notice given to a party under or in connection with this deed must be in writing and be delivered by hand, pre-paid first class post or another next business day delivery service to the address given in this deed or as otherwise notified in writing to the other party.

20.2 A notice will be deemed to have been received on the next business day after it was (a) hand delivered or (b) sent by pre-paid first class post or other next business day delivery service. Any notice sent to Alpine will not be deemed to be received until actually received by Alpine.

21. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

22. JURISDICTION

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of Alpine to take proceedings against the Mortgagor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The Schedule - Charged Property

1. All That Freehold Property known as part of Great Eastern Wharf and Part of Ransomes Dock, Battersea registered at the Land registry with Title Number SGL113531.
2. All That Leasehold property known as ground floor parking spaces 9, 11, 13, 16 to 22 (INC) 25 and 26 Bishops Wharf, 49 and 51 Parkgate Road registered at the Land Registry with Title Number TGL148105.

EXECUTED AS A DEED by RAVENSALE LIMITED
acting by two directors:-

Director

X

[Signature]

X BRUCE

Director

[Signature]

X SINDRA

Executed as a deed by ALPINE MORTGAGES
(IRELAND) DESIGNATED ACTIVITY COMPANY,
a company incorporated in the Republic of
Ireland, acting by **MARK KEATING**
and **JOSEPH JOOMUN**

who, in accordance with the laws of that
territory, are acting under the authority of the
company.

Signature in the name of the Company

*Alpine Mortgages (Ireland)
Designated Activity Company*

Signature of **MARK KEATING**

Mark Keating

Signature of **JOSEPH JOOMUN**

Joseph Joomun

Authorised Signatories



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1476675

Charge code: 0147 667 5 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th April 2021 and created by RAVENSALE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th April 2021 .

Given at Companies House, Cardiff on 7th May 2021



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**