



**Registration of a Charge**

Company name: **GEOFF SMITH ASSOCIATES LIMITED**

Company number: **03342175**



X8256C0G

Received for Electronic Filing: **27/03/2019**

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**Details of Charge**

Date of creation: **19/03/2019**

Charge code: **0334 2175 0005**

Persons entitled: **PERSOL INVESTMENTS LIMITED**

Brief description: **THE FREEHOLD PROPERTY AND LAND KNOWN AS UNIT 8  
CARTWRIGHT COURT, FOREST BUSINESS PARK, BARDON BEING ALL  
OF THAT LAND AND BUILDINGS REGISTERED AT THE LAND REGISTRY  
UNDER TITLE NUMBER LT391630**

**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: **STS**



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

Company number: 3342175

Charge code: 0334 2175 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th March 2019 and created by GEOFF SMITH ASSOCIATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th March 2019 .

Given at Companies House, Cardiff on 28th March 2019

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**

19th March 2018

**2018**

**BETWEEN**

**GEOFF SMITH ASSOCIATES LIMITED (1)**

**("the Mortgagors")**

**and**

**PERSOL INVESTMENTS LIMITED (2)**

**("the Lender")**

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LEGAL CHARGE relating to  
The freehold property and land known as  
Unit 8 Cartwright Court, Forest Business Park, Bardon  
being all of that land and buildings registered at  
The Land Registry under Title Number LT391630

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Solomon Taylor & Shaw  
3 Coach House Yard  
Hampstead High Street  
London NW3 1QD

Tel No. 020 7431 1912

Fax No. 020 7794 7485  
DX 144580 Hampstead 2  
Ref: RG/74812

THIS LEGAL CHARGE is made the 14<sup>th</sup> day of March 2018

**BETWEEN**

- (1) **GEOFF SMITH ASSOCIATES LIMITED** incorporated and registered in England and Wales with company number 03342175 whose registered office is at 5 Cartwright Court Cartwright Way, Forest Business Park, Bardon, Leicestershire, LE67 1UE ("the Mortgagors")
- (2) **PERSOL INVESTMENTS LIMITED** incorporated and registered in England and Wales with company number 780558 whose registered office is at Fourways, Mount Park Road, Harrow on the Hill, Middlesex, HA1 3JY (the "Lender"); and

NOW THIS DEED WITNESSETH as follows:-

1. Definitions

In this Charge unless there is something in the subject or context inconsistent with the following definitions:-

- |                                 |   |
|---------------------------------|---|
| <b>"the Act"</b>                | means the Law of Property Act 1925 and any re-enactment or amendment thereof.   |
| <b>"the Loan Agreement"</b>     | means an agreement between the Lender and the Mortgagors dated 14 <sup>th</sup> March 2018 in respect of the Loan (as therein defined) to be made available to the Mortgagors by the Lender together with any subsequent amendments thereto agreed between the Lender and the Mortgagors.   |
| <b>"the Mortgaged Premises"</b> | means the property referred to in the Schedule below and all and every interest in it or in the proceeds of sale of it which the Mortgagors may charge at law or in equity.   |
| <b>"Secured Sums"</b>           | means all money and liabilities which shall for the time being be due owing or incurred to the Lender by the Mortgagors whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including sums becoming due under this Charge and interest discount commission or other lawful charges and expenses which the Lender may in the course of its business charge for keeping the Mortgagors' account or in respect of any of the matters specified above and so that interest shall be computed and compounded according to the usual mode of the Lender as well after as before any demand made or judgment obtained. |

## **2. Covenant to pay**

The Mortgagors (where applicable, jointly and severally) covenant with the Lender that as and when the Secured Sums or any part of them are due for payment the Mortgagors shall pay to the Lender the Secured Sums or as the case may be the part of them due to be paid.

## **3. Charge**

- A. The Mortgagors charge with full title guarantee by way of a first ranking legal mortgage the Mortgaged Premises as a continuing security to the Lender with the payment of the Secured Sums to be paid by the Mortgagors under this Charge.
- B. The Mortgagors with full title guarantee and as a continuing security for the payment and discharge of the Secured Sums assigns absolutely to the Lender the benefit to the Mortgagors of all rights and claims to which the Mortgagors are now or may in the future become entitled in relation to the Mortgaged Premises including (but without limitation) all rights and claims of the Mortgagors against all persons who now are or who at any time have been or may become lessees sub-lessees licensees or occupiers of the whole or any part of the Mortgaged Premises and any guarantors and sureties for the obligations of any such person.
- C. If for any reason the assignment referred to in the foregoing clause is found to be ineffective and/or if any sums payable in respect of such assets are received by the Mortgagors the Mortgagors shall hold the benefit of such assets and any such sums received by them in trust for the Lender and shall account to the Lender for or otherwise apply all such sums as the Lender may direct and shall otherwise at their own cost take such action and execute such documents as the Lender may in its sole discretion require.

## **4. Covenants by Mortgagors**

The Mortgagors jointly and severally covenant with the Lender that the Mortgagors shall:

### **A. Repair**

Keep the Mortgaged Premises in a good state of repair and in good working order and condition and renew and replace the landlord's fixtures and fittings about the Mortgaged Premises when they become obsolete worn out or destroyed.

### **B. Payment of Outgoings**

Pay all rents rates taxes levies assessments impositions and outgoings whatsoever whether governmental municipal or otherwise which may be imposed upon or payable in respect of the Mortgaged Premises as and when the same shall become payable and keep the Lender indemnified against the same and on demand to produce the receipt for such payments.

**C. Lender's Right of Inspection**

Permit the Lender and any person authorised by the Lender upon reasonable written notice to enter upon all buildings erections or structures forming part of the Mortgaged Premises (without prejudice to the powers conferred by this Charge and without becoming a mortgagee in possession) for any reasonable purpose and to view the state of the same and without delay to comply with the Lender's reasonable requirements making good any defect or want of repair in the Mortgaged Premises.

**D. Not to Alter Buildings, etc.**

Not without the previous consent in writing of the Lender nor otherwise than in accordance with plans elevations and specifications previously submitted to and specifically approved by the Lender in writing, or in accordance with the requirements of the Landlord & Tenant act 1927 as amended subject to the Mortgagors giving prior notice to the Lender, make any alterations to or pull down or remove any buildings erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of the Mortgaged Premises or put up or erect any new buildings.

**E. Insurance**

Insure and keep insured in the name of the Mortgagors, or otherwise procure that the landlord of the Mortgaged Premises maintains such insurance with the interest of the Mortgagors noted (and with the interest of the Lender noted on any such policy or policies) such of the Mortgaged Premises as are of an insurable nature against loss or damage to their full insurable value in manner approved by the Lender from time to time and if so required deposit with the Lender every such policy of insurance and the receipt for the latest premium payable under such policy failing which the Lender may take out or renew such insurances in any sum that the Lender thinks expedient and all money expended by the Lender under this provision shall be reimbursed by the Mortgagors on demand.

**F. Proceeds from Insurance Claims**

Procure that all money payable under any insurance in respect of loss or damage to the Mortgaged Premises whether effected or maintained pursuant to the covenants contained in this charge or otherwise shall be paid to the Lender or if the same shall be paid to the Mortgagors hold all money received on trust for the Lender to be applied in making good the loss or damage in respect of which the money is received or if the Lender shall so require in or towards the discharge of the Secured Sums.

**G. To Observe Terms of Conveyances, etc.**

Observe and perform the terms of all conveyances leases grants assignments contracts agreements and other deeds and documents from time to time affecting the Mortgaged Premises and binding upon the Mortgagors.

**H To Observe Acts of Parliament**

- (i) Observe any and every enactment (which expression in this clause indicates as well any and every Act of Parliament already or subsequently to be passed) relating to or affecting the Mortgaged Premises or any development of or the use of the Mortgaged Premises for any purpose or the employment of persons in the Mortgaged Premises (including without limitation all applicable Environmental Laws and Environmental Licences) and execute all works and provide and maintain all arrangements which by any authorised person authority or body are or may be recommended directed or required to be executed provided or maintained at any time.
- (ii) Produce to the Lender any order direction permission notice or other matters whatsoever affecting or likely to affect the Mortgaged Premises and received by the Mortgagors from any authority or third party.

**I. Not to Create other Mortgages, etc.**

Not create or permit to subsist any mortgage pledge charge incumbrance lien or security interest in the Mortgaged Premises other than this security.

**J. Not to Sell, etc. Mortgaged Premises**

- (i) Not, without the prior written consent of the Lender, sell or dispose of the Mortgaged Premises or any part thereof or any estate or interest in them.
- (ii) Not, without the prior written consent of the Lender, to create any lease or grant any contractual regulated or statutory tenancy of any nature whatsoever or confer on any person or persons any contractual or statutory right licence or interest to occupy the Mortgaged Premises or any part thereof without the prior written consent of the Lender first having been obtained (the decision of the Lender to the granting of its licence in this respect and any revocation of any such licence shall be final and binding upon the Mortgagors without the Lender being required to give reasons therefor) such consent not to be unreasonably withheld

**K. To Perfect Security**

Execute and do all such assurances and things as the Lender may require for perfecting this security or preserving the Mortgaged Premises or for facilitating the realisation of the Mortgaged Premises in such manner as the Lender may think fit and shall direct and for exercising all powers authorities and discretions conferred by this Charge or by law on the Lender or any Receiver appointed by it.

**L. To Pay all Costs, etc.**

- (i) Pay on demand on the footing of a full indemnity by the Mortgagors from and against the same all costs charges and expenses (whether in the nature of income or capital) incurred by the Lender or by any Receiver appointed by it in or in connection with the

exercise of any powers conferred by this Charge or by statute or which they or either of them shall incur in or in connection with the recovery or attempted recovery of the Secured Sums or the preservation or attempted preservation of this security or of the Mortgaged Premises including (for the avoidance of doubt) information and reports from professional advisers in connection therewith and the remuneration of any Receiver or in relation to the creation and preparation of this Legal Charge.

- (ii) Indemnify the Lender against all actions proceedings costs damages and expenses in respect of any existing or future breach or non-observance or non-performance of any covenants restrictions or stipulations affecting the Mortgaged Premises and in respect of any existing or future liability burden or obligation in respect of the Mortgaged Premises under Planning Law.

## **5. Statutory Powers**

- A. The statutory powers conferred upon the Lender as varied and extended by this Charge and all other powers conferred in this Charge shall in favour of any purchaser (as defined in Section 205 of the Act) or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this Charge.
- B. Subject to the provisions of Clause 4 J(ii) above the Mortgagors shall not exercise any of the powers of leasing or accepting surrenders of leases conferred by Sections 99 and 100 of the Act or by common law without the consent in writing of the Lender previously obtained but the Lender shall be entitled to grant or accept surrenders of leases without restriction after the power of sale shall have become exercisable.
- C. The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Act shall not apply to this security.

## **6. Enforcement of Security**

- A. (i) Section 103 of the Act shall not apply to this security and this security shall become enforceable and the powers conferred upon the Lender by the Act and this Charge immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Mortgaged Premises upon the happening of any one or more of the events listed in Clause 6A (ii).
- (ii) (a) The failure to make payment of the Secured Sums as and when they become due.
- (b) Any other breach of the covenants and conditions on the Mortgagors' part contained in this Legal Charge, the Loan Agreement or other obligations whatsoever of the Mortgagors to the Lender in connection with this security.
- (c) The Mortgagors enter into liquidation or are adjudicated bankrupt or an interim Receiver is appointed in respect of their property or the Mortgagors enter into an arrangement or composition with their creditors or suffers any distress or execution to be levied against the Mortgaged Premises.



- (d) Any representations or warranties made in order to induce the Lender to make available to the Mortgagors the Secured Sums or any part thereof proves to be or to have been untrue in a material way.
- (e) An order is made for the compulsory acquisition of the Mortgaged Premises or any part thereof.
- (f) The death or incapacity of any one or more of the Borrower's principal directors.

B. At any time after this security has become enforceable or if at any time the Mortgaged Premises appear to the Lender to be in danger of being taken in execution by any creditor of the Mortgagors or to be otherwise in jeopardy the Lender may by writing under the hand of any officer of the Lender and without notice to the Mortgagors appoint any person (whether an officer of the Lender or not) to be a Receiver of the Mortgaged Premises or any part of them and may in like manner remove any such Receiver whether or not appointing another in his place and may at the time of appointment or at any time subsequently fix the remuneration of any Receiver so appointed. None of the restrictions imposed by the Act in relation to the appointment of Receivers or as to the giving of notice or otherwise shall apply. Any Receiver so appointed shall in addition to the powers conferred by the Act have power at his discretion to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage which may arise or be occasioned:

- (a) to take possession of collect and get in all or any part of the Mortgaged Premises and to get in all rents and other income whether accrued before or after the date of his appointment and for that purpose to take any proceedings in the name of the Mortgagors or otherwise;
- (b) to develop reconstruct amalgamate diversify manage or carry on or concur in carrying on the business of the Mortgagors as he may think fit and for that purpose to raise or borrow money to rank for payment in priority to this security and with or without a charge on the Mortgaged Premises or any part of it and to exercise or permit the Mortgagors or any nominee of the Mortgagors to exercise any powers or rights incident to the ownership of the Mortgaged Premises in such manner as he may think fit;
- (c) to manage repair decorate maintain alter improve renew or add to sell (whether by public auction or private contract or otherwise) lease or vary or surrender leases or accept surrenders of leases of or concur in selling leasing varying or surrendering leases or accepting surrenders of leases of all or any part of the Mortgaged Premises or to grant rights options or easements thereover and in particular but without prejudice to the generality of the foregoing to sell or concur in selling by public auction or private contract any of the Mortgaged Premises upon such terms and for such consideration (whether in cash or other valuable consideration and whether payable by lump sum or by instalments) as he may think fit in the proper discharge of his duties as a Receiver and in particular to sell or concur in selling the Mortgagors' Business and undertaking as a going concern and carry any such sale into effect by

conveying by deed or transferring in the name and on behalf of the Mortgagors or otherwise and in addition to transfer all or any part of the Mortgaged Premises to any other company or body corporate whether or not formed or acquired for the purpose on such terms and for such consideration (including a consideration constituting wholly or partly of shares or securities of any other company) as he may think fit;

- (d) to exercise all the powers conferred on the Mortgagors by any statute deed or contract in respect of any part of the Mortgaged Premises;
- (e) to make any arrangement or compromise in respect of the rights of the Mortgagors;
- (f) to appoint employ or dismiss managers officers contractors or agents;
- (g) to raise or borrow money upon the security of the Mortgaged Premises from the Lender or otherwise;
- (h) to retain his remuneration and all costs charges and expenses incurred by him out of any money received by him;
- (i) to do all such other acts and things as he may consider incidental or conducive to the exercise of any of the matters powers or authorities conferred on a Receiver under or by virtue of this Charge or otherwise or for the realisation or presentation of the Mortgaged Premises or any part thereof;
- (j) to do anything in relation to the Mortgaged Premises as he could do if he were absolutely entitled to them;

Such Receiver shall in the exercise of his powers conform to any regulations and directions made by the Lender and shall not be responsible nor shall the Lender be responsible for any loss occasioned as a result and in particular shall not be liable to account as mortgagee in possession in respect of the Mortgaged Premises. A Receiver appointed under this security shall be deemed to be the agent of the Mortgagors and the Mortgagors shall alone be responsible for his acts and defaults and shall alone be responsible for his remuneration.

- C. At any time after this security has become enforceable and notwithstanding the appointment of any Receiver under it the Lender may at its discretion and without being responsible for any loss or damage which may arise in that connection and without any consent by the Mortgagors exercise any power which a Receiver appointed by it could exercise.
- D. Where the Mortgaged Premises or any part of them may be sold by the Lender or any Receiver appointed by it they may be sold either together or in parcels and either by public auction or private contract and either for a lump sum or a sum payable by instalments or a sum on account and a mortgage or charge for the balance and with power upon any sale to make any special or other stipulations as to title or otherwise which the Lender or the Receiver may consider expedient and with power to buy in or rescind or vary any contract for sale and any sale may be to a company in which the Lender has an interest and may be in consideration of shares or securities in such company or of any

other company and may be for such consideration as the Lender or the Receiver (as the case may be) considers sufficient.

- E. If the Mortgagors are not a Company and in the event of the Lender taking possession of the Mortgaged Premises the Lender is hereby authorised as agent for the Mortgagors to remove store or sell or otherwise deal with any furniture or goods which the Mortgagors shall fail or refuse to remove from the Mortgaged Premises within seven days of being requested so to do by notice from the Lender and the Lender shall not be liable for any loss or damage occasioned to the Mortgagors. The Mortgagors shall indemnify the Lender against all expenses incurred by the Lender in relation to such furniture or goods and the Lender shall account to the Mortgagors for the proceeds of any such sale after deducting any such expenses.

## **7. Money Arising on Enforcement of Security**

All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this Charge shall be applied in the following order of priority:

- A. In payment or satisfaction of the costs expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this Charge or the Mortgaged Premises including the remuneration of any Receiver;
- B. In payment of the interest remaining unpaid;
- C. In payment of all principal money premiums or other sums comprised in the Secured Sums;

and any other surplus may be paid to the person so entitled PROVIDED THAT if the Lender shall so determine payments may be made on account of such principal premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid but such alteration in the order of payment of principal premium and other sums and interest shall not prejudice the right of the Lender to receive the full amount to which it would have been entitled if the ordinary order of payment had been observed or any less amount which the sum ultimately realised from the security may be sufficient to pay.

## **8. Power of Attorney**

The Mortgagors irrevocably and by way of security appoints each of them the Lender and any person nominated for the purpose by the Lender in writing under hand by an officer of the Lender (including every Receiver appointed by it) severally as attorney of the Mortgagors for the Mortgagors and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect and do any deed assurance agreement instrument act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this Charge or which may be required or deemed proper in the exercise of any rights or powers under this Charge or otherwise for any of the purposes of this security and the Mortgagors covenants with the Lender to ratify and confirm all acts or things made done or executed by such attorney as specified above.

## **9. Liability of Lender or Receiver**

Neither the Lender nor any Receiver appointed by the Lender shall by reason of the Lender or any such Receiver entering into possession of the Mortgaged Premises or any part of them be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable.

#### **10. Persons Dealing with Lender or Receiver**

No person dealing with the Lender or any Receiver appointed by it or with its or his attorney or agent shall be concerned bound or entitled to inquire or be affected by notice as to whether this security has become enforceable or whether any power exercised or purported to be exercised by it or him has become exercisable or as to the propriety regularity or purpose of the exercise of any power under this Charge or whether any money remains due on the security of this Charge or as to the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made and the receipt of the Lender or any Receiver or its or his attorney or agent for any money shall effectually discharge the person paying the same from such matters and from being concerned to see the application or being answerable for the loss or misapplication of such money.

#### **11. Continuing Security**

This security shall be a continuing security to the Lender and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition and without prejudice to and shall not affect any other mortgages charges securities liens remedies or guarantees whatsoever which may now or at any time subsequently be held for or in respect of the Secured Sums.

#### **12. Default by Mortgagors**

Without prejudice to any other rights and remedies of the Lender and whether or not the Secured Sums have become due if default shall at any time be made by the Mortgagors in the performance of all or any of the covenants contained in this Charge it shall be lawful but not obligatory for the Lender to perform the same or to settle liquidate or compound or contest any claim made against the Mortgagors and to pay all costs expenses and damages occasioned as a result and with power in the case of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Mortgaged Premises without being deemed in any of the above events to be mortgagee in possession by reason of such entry.

#### **13. Indulgence**

The Lender may at any time or times without discharging or in any way prejudicing this security or any remedy of Lender under this Charge grant to the Mortgagors or to any other person time or indulgence or further credit or loans or advances or enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies securities guarantees or rights which it may now or subsequently have from or against the Mortgagors or any other person.

#### **14. Demands and Notices**

Any demand made by the Lender under this deed shall be in writing signed by any of its officers and may be served by leaving the same at or sending it through the post in a prepaid envelope addressed to the person on whom the demand is to be made at the address last known to the Lender or at the place of business of such person and a demand so served shall be effective (notwithstanding that it may later be returned undelivered) at the time it was so left or as the case may be at the expiry of 48 hours after it was posted excluding Saturdays Sundays and Public Holidays.

#### **15. Representation and Warranty**

The Mortgagors represents and warrants to the Lender that the execution of this Charge and the observance and performance of its obligations under this Charge does not contravene any charge mortgage lease loan facility or other agreement.

#### **16. H.M. Land Registry Restriction**

In the event that the Mortgaged Premises or part thereof is registered land or is at the date hereof subject to first registration of title the Mortgagors applies and agrees that the Lender may apply for a restriction to be entered on the Register of any Registered Land that no disposition including a lease of whole or of part of the Registered estate by the proprietor(s) of the Registered estate or by the proprietor(s) of any Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Lender referred to in the Charges Register

#### **17. Governing Law**

For the avoidance of doubt it is agreed that this Legal Charge shall be governed and interpreted in all respects in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.

#### **18. Assignment of Collateral Covenants**

The Mortgagors assigns with full title guarantee the benefit of each and every guarantee or contract whether by a surety contractor or otherwise now or in future subsisting in respect of the Mortgaged Premises (subject to re-assignment or redemption).

#### **19. Interpretation**

In this Legal charge if the expression "the Mortgagors" shall include more than one person it shall be construed as referring to all and/or any one or more of those persons and the obligations of the Mortgagors shall be joint and several.

**IN WITNESS** whereof this document has been duly executed as a deed and delivered on the day and year first before written.

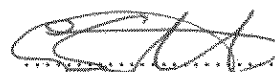
SCHEDULE  
(Mortgaged Premises)

COUNTY AND DISTRICT: LEICESTERSHIRE : NORTH WEST LEICESTERSHIRE

TITLE NUMBER(S): LT391630

PROPERTY: The freehold property and land known as Unit 8 Cartwright Court, Forest Business Park, Bardon being all of that land and buildings registered at The Land Registry under Title Number LT391630

**EXECUTED** as a **DEED**  
By **GEOFF SMITH ASSOCIATES LIMITED**  
acting by [G SMITH] a director  
in the presence of:



Witness signature: A. Kucmierz  
Witness name: A. Kucmierz  
Witness address: 24 De Montfort Street  
Leicester LE1 7GB

**EXECUTED** as a **DEED**  
by **PERSOL INVESTMENTS LIMITED**  
acting by Seymour Soloway, a director  
in the presence of:

.....

Witness signature: .....  
Witness name: .....  
Witness address: .....  
.....