



Registration of a Charge

Company Name: **JMH PROPERTY LTD**

Company Number: **09925470**



Received for filing in Electronic Format on the: **27/01/2023**

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Details of Charge

Date of creation: **27/01/2023**

Charge code: **0992 5470 0016**

Persons entitled: **EQUIFYVE LIMITED**

Brief description: **FREEHOLD LAND DESCRIBED UNDER LAND REGISTRY TITLE NUMBER WM530591 BEING 9 BURNSALL ROAD, CANLEY, CV5 6BP**

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: **ASKEWS LEGAL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9925470

Charge code: 0992 5470 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th January 2023 and created by JMH PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2023 .

Given at Companies House, Cardiff on 30th January 2023

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**

Equifyve Limited

**Legal charge
over freeholds and leaseholds
to secure all money and liabilities of customer/guarantor**

askews

Examined against the original and found
to be a true copy

Askews Legal LLP

Askews Legal LLP

5 & 6 The Quadrant

Coventry

CV1 2EL

Tel: 02476 231000

THIS LEGAL CHARGE is made on the 27th day of January 2023

BETWEEN:

- (1) **JMH PROPERTY LTD** (company number 09925470) whose registered office is at 5 The Quadrant, Coventry, CV1 2EL (**'the Mortgagor'**), and
- (2) **EQUIFYVE LIMITED** (Company number 12450340) whose registered office is at 4 Mickleton Drive, Evington, Leicester, LE5 6GD (**'the Finance Company'**).

NOW THIS DEED WITNESSES as follows:

1 Definitions

In this charge, unless the context otherwise requires:

- 1.1 'the Act' means the Law of Property Act 1925;
- 1.2 'the Premises & the Mortgaged Premises' means the properties referred to in the schedule, all fixtures in or about them, and all and every interest in it or in the proceeds of sale of them the Mortgagor may charge at law or in equity;
- 1.3 'the Secured Sums' means all money and liabilities for the time being due, owing or incurred to the Finance Company by the Mortgagor, whether actually or contingently, solely or jointly with any other person, or as principal or surety, including sums becoming due under this charge and interest, discount commission or other lawful charges and expenses the Finance Company may in the course of its business charge for keeping the Mortgagor's 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 Finance Company as well after as before any demand made or judgment obtained; and

- 1.4 the expression 'the Mortgagor', where the context so admits, includes the person for the time being entitled to redeem this security and the expression 'the Finance Company', where the context so admits, includes its successors in title and assigns.

2 Covenant to pay

The Mortgagor covenants with the Finance Company that as and when the Secured Sums or any part of them are due for payment the Mortgagor shall pay to the Finance Company the Secured Sums or as the case may be the part of them due to be paid.

3 Charge

The Mortgagor with full title guarantee charges the Mortgaged Premises by way of legal mortgage as a continuing security to the Finance Company with the payment of all money covenanted to be paid by the Mortgagor under this charge.

4 Covenants by Mortgagor

The Mortgagor covenants with the Finance Company to observe and perform the restrictions and obligations set out below.

4.1 Repair

The Mortgagor must keep the Mortgaged Premises in a good state of repair and in good working order and condition and renew and replace the fixtures and fittings about the Mortgaged Premises when they become obsolete, worn out or destroyed.

4.2 Payment of outgoings

The Mortgagor must pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Mortgaged Premises as and when they become payable and on demand must produce the receipt for such payments.

4.3 Finance Company's right of inspection

The Mortgagor must permit the Finance Company 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.

4.4 Not to alter buildings etc

The Mortgagor must not, without the previous consent in writing of the Finance Company or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Finance Company in writing, make any alterations to 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.

4.5 Observance of covenants and compliance with notices

4.5.1 The Mortgagor must observe and perform all covenants, conditions, agreements or obligations on his part to be observed and performed contained in any lease under which the Mortgaged Premises are held by the Mortgagor and enforce observance and performance of the landlord's covenants in any such lease.

4.5.2 If the Mortgagor receives any notice served under section 146 of the Act or any proceedings are commenced for forfeiture of any such lease or any superior lease or the landlord or any superior landlord attempts to re-enter under the provisions of such lease, [it] must give immediate notice in writing to the Finance Company and at the request of the Finance Company at the expense of the Mortgagor must take such steps as the Finance Company may require.

4.6 Insurance

The Mortgagor must insure such of the Mortgaged Premises as are of an insurable nature and keep them insured, in the joint names of the Mortgagor and the Finance Company or with the interest of the Finance Company endorsed on the policy of insurance, against loss or damage, to their full insurable value in manner approved by the Finance Company, and if so required must deposit with the Finance Company every such policy of insurance and the receipt for the latest premium payable under such policy.

4.7 Proceeds from insurance claims

The Mortgagor must ensure 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 Finance Company or, if it is paid to the Mortgagor, must hold all money received on trust for the Finance Company to be applied in making good the loss or damage in respect of which the money is received or, if the Finance Company so requires, in or towards the discharge of the Secured Sums.

4.8 Observance of terms of conveyances etc

The Mortgagor must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents

from time to time affecting the Mortgaged Premises and binding upon the Mortgagor.

4.9 Observance of Acts of Parliament

The Mortgagor must observe any and every enactment, including every Act of Parliament already or subsequently to be passed, relating to or affecting the Mortgaged Premises or any development or the use of the Mortgaged Premises for any purpose or the employment of persons in the Mortgaged Premises, and must execute all works and provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time.

4.10 Creation of other mortgages etc

The Mortgagor must not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Mortgaged Premises other than this security.

4.11 Sale etc of Mortgaged Premises

The Mortgagor must not sell or dispose of the Mortgaged Premises or any estate or interest in them or share or part with possession or occupation of them without a written consent signed by the proprietor for the time being of the charge and without immediately repaying all Secured Sums to the Finance Company on completion of any such sale or disposal.

4.12 Perfection of security

The Mortgagor must execute and do all such assurances and things as the Finance Company may require for perfecting this security, preserving the Mortgaged Premises, facilitating the realisation of the Mortgaged Premises in such manner as the Finance Company may think fit and directs, and

exercising all powers, authorities and discretions conferred by this charge or by law on the Finance Company or any receiver appointed by it.

4.13 Payment of costs etc

The Mortgagor must pay on demand, on the footing of a full indemnity by the Mortgagor from and against them, all costs, charges and expenses, whether in the nature of income or capital, incurred by the Finance Company 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 that they or either of them 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 and the remuneration of any receiver.

5 Statutory powers

5.1 The statutory powers conferred upon the Finance Company 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.

5.2 The Mortgagor 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 Finance Company previously obtained but the Finance Company shall be entitled to grant or accept surrenders of leases without restriction after the power of sale has become exercisable.

5.3 The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to this security

6 Enforcement of security

6.1 Powers to be exercisable without restrictions

Section 103 of the Act shall not apply to this security. Failing payment of the Secured Sums as and when they become due or other breach of the covenants and conditions on the Mortgagor's part contained in this charge, this security shall become enforceable, and the powers conferred upon the Finance Company 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.

6.2 Appointment of receiver

6.2.1 At any time after this security has become enforceable or if at any time the Mortgaged Premises appear to the Finance Company to be in danger of being taken in execution by any creditor of the Mortgagor or to be otherwise in jeopardy, the Finance Company may by writing under the hand of any officer of the Finance Company and without notice to the Mortgagor:

6.2.1.1 appoint any person, whether an officer of the Finance Company or not, to be a receiver of the Mortgaged Premises or any part of them, and

6.2.1.2 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.

6.2.2 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.

6.2.3 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 that may arise or be occasioned:

6.2.3.1 to take possession of, collect and get in the Mortgaged Premises or any part of them;

6.2.3.2 to repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Mortgaged Premises or any part of them or to acquire by purchase lease or otherwise any further property assets or rights;

6.2.3.3 to dispose or concur in disposing of the whole or any part of the Mortgaged Premises, or to let, or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the whole or any part of the Mortgaged Premises, and in particular but without prejudice to the generality of the above, to carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Mortgagor or otherwise;

6.2.3.4 to exercise all the powers conferred on the Mortgagor by any statute, deed or contract in respect of any part of the Mortgaged Premises;

6.2.3.5 to make any arrangement or compromise in respect of the rights of the Mortgagor;

6.2.3.6 to appoint employ or dismiss managers, officers, contractors or agents;

- 6.2.3.7 to raise or borrow money upon the security of the Mortgaged Premises from the Finance Company or otherwise;
- 6.2.3.8 to retain his remuneration and all costs charges and expenses incurred by him out of any money received by him;
- 6.2.3.9 to do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers; and
- 6.2.3.10 to do anything in relation to the Mortgaged Premises that he could do if he were absolutely entitled to them.

The receiver shall in the exercise of his powers conform to any regulations and directions made by the Finance Company and shall not be responsible, nor shall the Finance Company be responsible, for any loss occasioned as a result. A receiver appointed under this security shall be deemed to be the agent of the Mortgagor and the Mortgagor shall alone be responsible for his acts and defaults and shall alone be responsible for his remuneration.

6.3 Exercise of receiver's powers by the Finance Company

At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Finance Company may at its discretion and without being responsible for any loss or damage that may arise in that connection and without any consent by the Mortgagor exercise any power which a receiver appointed by it could exercise.

6.4 Sale of mortgaged premises

Where the Mortgaged Premises or any part of them are sold by the Finance Company or any receiver appointed by it they may be sold either:

- 6.4.1 together or in parcels,

6.4.2 by public auction or private contract, and

6.4.3 for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance.

The Finance Company or receiver may upon any sale make any special or other stipulations as to title or otherwise that the Finance Company or receiver considers expedient, and may buy in, rescind or vary any contract for sale. Any sale may be to a company in which the Finance Company has an interest and may be in consideration of shares or securities in that company or any other company, and may be for such consideration as the Finance Company or the receiver as the case may be considers sufficient.

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:

7.1 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,

7.2 in payment of the interest remaining unpaid, and

7.3 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. If the Finance Company so determines 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 Mortgagor 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 the sum ultimately realised from the security may be sufficient to pay.

8 Power of attorney

The Mortgagor irrevocably and by way of security appoints each of the Finance Company and any person nominated for the purpose by the Finance Company in writing under hand by an officer of the Finance Company, including every receiver appointed by it, severally as attorney of the Mortgagor, for the Mortgagor 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 [it] ought to execute and do under the covenants, undertakings and provisions contained in this charge or that 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 Mortgagor covenants with the Finance Company to ratify and confirm and confirm all acts or things made done or executed by such attorney as specified above.

9 Liability of Finance Company or receiver

Neither the Finance Company nor any receiver appointed by the Finance Company shall by reason of the Finance Company 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 Finance Company or receiver

No person dealing with the Finance Company or any receiver appointed by it, or with its or his attorney or agent, shall be concerned, bound or entitled to enquire or be affected by notice as to:

10.1 whether this security has become enforceable,

10.2 whether any power exercised or purported to be exercised by it or him has become exercisable,

10.3 the propriety or purpose of the exercise of any power under this charge,

10.4 whether any money remains due on the security of this charge, or

10.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made.

The receipt of the Finance Company 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 to the application or being answerable for the loss or misapplication of such money.

11 Continuing security

11.1 This security shall be a continuing security to the Finance Company 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 or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever that may now or at any time subsequently be held for or in respect of the Secured Sums.

11.2 The Finance Company may on receiving notice that the Mortgagor has encumbered the Mortgaged Premises close any account with the Mortgagor and open a new account and, without prejudice to any right of the Finance Company to combine accounts, no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Finance Company on any such closed account.

11.3 If the Finance Company does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Finance Company at the time when it received such notice.

12 Default by Mortgagor

Without prejudice to any other rights and remedies of the Finance Company and whether or not the Secured Sums have become due, if default is at any time made by the Mortgagor in the performance of all or any of the covenants contained in this charge it shall be lawful, but not obligatory, for the Finance Company to perform them or to settle, liquidate or compound or contest any claim made against the Mortgagor and to pay all costs, expenses and damages occasioned as a result, 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 Finance Company may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Finance Company under

this charge, grant to the Mortgagor or to any other person time or indulgence or further credit, loans or advances, enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights it may now or subsequently have from or against the Mortgagor or any other person.

14 Demands and notices

A demand or notice under this charge shall be made in writing signed by an officer of the Finance Company and may be served on the Mortgagor either personally or by post. A demand or notice by post may be addressed to the Mortgagor at his address, or at its registered office in the case of a company, or place of business last known to the Finance Company and a demand or notice so addressed and posted shall be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Mortgagor.

15 Representation and warranty

The Mortgagor represents and warrants to the Finance Company that the execution of this charge and the observance and performance of his obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement.

16 Restriction

The Mortgagor authorises the Finance Company to request that, on registration of this charge the following restriction be entered into the proprietorship register of the Titles each of the Mortgaged Premises
“RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 27 January 2023 in favour of Equifyve Limited referred to in the Charges Register”

SCHEDULE

THE MORTGAGED PREMISES

The freehold land shown edged with red on the plan of the title and more particularly described under Land Registry title number WM530591 being 9 Burnsall Road, Canley, Coventry, CV5 6BP.

EXECUTED AND DELIVERED AS A DEED by the Mortgagor on the date which first appears in the Deed.

SIGNED AS A DEED by

JMH PROPERTY LTD

acting by its director

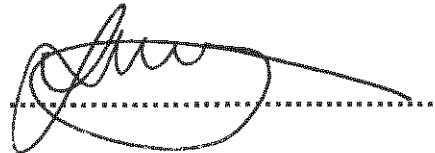
NEIL JONATHAN ASKEW

and by its director

JOHN HAYNES



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