



Registration of a Charge

Company name: **CIFCO CAPITAL LIMITED**

Company number: **10814415**



XA1G5T6Z

Received for Electronic Filing: **31/03/2021**

Details of Charge

Date of creation: **30/03/2021**

Charge code: **1081 4415 0039**

Persons entitled: **BABERGH DISTRICT COUNCIL**

Brief description: **LAND ON THE NORTH-EAST SIDE OF FINCH DRIVE, BRAINTREE AND
LAND AT FINCH DRIVE, BRAINTREE**

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: **BIRKETTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10814415

Charge code: 1081 4415 0039

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2021 and created by CIFCO CAPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2021 .

Given at Companies House, Cardiff on 2nd April 2021

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 30 March

2021

BABERGH DISTRICT COUNCIL (1)

CIFCO CAPITAL LIMITED (2)

LEGAL MORTGAGE

WE CERTIFY THIS TO
BE A TRUE COPY OF
THE ORIGINAL
Birketts LLP
BIRKETTS LLP 30.3.2021
141-145 PRINCES STREET, IPSWICH IP1 1QJ

Birketts

Birketts LLP: Offices in Cambridge | Chelmsford | Ipswich | Norwich |
London
www.birketts.co.uk

Date: 30 March 2021

Parties

- (1) **BABERGH DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("**Lender**")
- (2) **CIFCO CAPITAL LIMITED** a company incorporated and registered in England & Wales (company number 10814415), whose registered office is at C/O B&Msdco Endeavour House, 8 Russell Road, Ipswich, Suffolk, United Kingdom, IP1 2BX ("**Borrower**")

Property: The freehold property known as land on the north-east side of Finch Drive, Braintree (HM Land Registry title number EX612712) and land at Finch Drive, Braintree (HM Land Registry title number EX897845). Any reference to **Property** includes any part of it and the other assets charged by Clause 2.

1. BORROWER'S OBLIGATIONS

The Borrower will pay to the Lender on demand all the Borrower's Obligations. The Borrower's Obligations are all the Borrower's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Lender, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Lender.
- 1.2 any expenses the Lender or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. CHARGE

The Borrower, as a continuing security for the payment on demand of the Borrower's Obligations and with full title guarantee:

- 2.1 charges to the Lender all legal interest in the Property, by way of legal mortgage.
- 2.2 gives to the Lender a fixed charge over any of the following property of the Borrower, whether owned now or in the future:
 - 2.2.1 any other interest in the Property;
 - 2.2.2 all rents receivable from any lease granted of the Property;
 - 2.2.3 all the goodwill of the Borrower's business carried on at the Property;

- 2.2.4 the proceeds of any insurance affecting the Property;
- 2.2.5 all fixtures and fittings not forming part of the Property;;
- 2.2.6 all plant and machinery at the Property, including any associated warranties and maintenance contracts;
- 2.2.7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business.

3. RESTRICTIONS

The Borrower will not, without the Lender's consent:

- 3.1 permit or create any mortgage, charge or lien on the Property.
- 3.2 dispose of the Property.
- 3.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting.
- 3.4 part with or share possession or occupation of the Property.

4. LAND REGISTRY

The Borrower and the Lender apply to the Land Registry to enter a restriction that "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 created by this deed in favour of the Lender referred to in the charges register". The Lender may also register any priority arrangements at the Land Registry which will then be publicly available.

5. PROPERTY UNDERTAKINGS

The Borrower will:

- 5.1 permit the Lender at any time to inspect the Property.
- 5.2 keep all Property of an insurable nature comprehensively insured or ensure that the occupational tenant of the premises do so (including if requested by the Lender, terrorism cover) to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Borrower's expense.
- 5.3 hold on trust for the Lender all proceeds of any insurance of the Property. At the Lender's option, the Borrower will apply the proceeds in making good the relevant loss or damage, or to reduce the Borrower's Obligations.

- 5.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property.
- 5.5 keep the Property in good condition.
- 5.6 not, without the Lender's consent, carry out any development on or make any alterations to the Property which requires planning permission or approval under building regulations.

6. POSSESSION AND EXERCISE OF POWERS

- 6.1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Borrower will continue in possession until the Lender takes possession.
- 6.2 If the Lender makes a demand, the Lender may then take possession or exercise any of its other powers without further delay.
- 6.3 Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.
- 6.4 The Lender will not be liable to account to the Borrower for any money not actually received by the Lender.

7. APPOINTMENT OF RECEIVER

The Lender may appoint or remove a receiver or receivers of the Property. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Borrower's agent and the Borrower (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

8. POWERS OF THE LENDER AND RECEIVERS

- 8.1 The Lender or any receiver may:
 - 8.1.1 carry on the Borrower's business that is conducted at the Property.
 - 8.1.2 enter, take possession of, and/or generally manage the Property.
 - 8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property.

- 8.1.4 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Lender or a receiver under this power.
- 8.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately.
- 8.1.6 complete any transactions by executing any deeds or documents in the name of the Borrower.
- 8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.
- 8.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
- 8.1.9 employ advisers, consultants, managers, agents, workmen and others.
- 8.1.10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies.
- 8.1.11 do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 8.2 A receiver may borrow and secure the repayment of any money, in priority to the Borrower's Obligations.
- 8.3 Joint receivers may exercise their powers jointly or separately.
- 8.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 8.5 The Lender may exercise any of its powers even if a receiver has been appointed.
- 8.6 The Lender may set off any amount due from the Borrower against any amount owed by the Lender to the Borrower. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

- 8.7 Any credit balance with the Lender will not be repayable, or capable of being disposed of, charged or dealt with by the Borrower, until the Borrower's Obligations, both before and after demand, have been paid in full. The Lender allowing the Borrower to make withdrawals will not waive this restriction.

9. APPLICATION OF PAYMENTS

- 9.1 The Lender may apply any payments received for the Borrower to reduce any of the Borrower's Obligations, as the Lender decides.

- 9.2 If the Lender receives notice of any charge or other interest affecting the Property, the Lender may suspend the operation of the Borrower's account(s) and open a new account or accounts. Regardless of whether the Lender suspends the account(s), any payments received by the Lender for the Borrower after the date of that notice will be applied first to repay the Borrower's Obligations arising after that date.

10. PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 10.1 This deed is in addition to any other security or guarantee for the Borrower's Obligations held by the Lender now or in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.
- 10.2 On request, the Borrower will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed.

11. POWER OF ATTORNEY

To give effect to this deed and secure the exercise of any of their powers, the Borrower irrevocably appoints the Lender, and separately any receiver, to be the Borrower's attorney (with full power of substitution and delegation), in the Borrower's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

12. MORE THAN ONE BORROWER

Where the Borrower is more than one person the Borrower's Obligations include their joint and several liabilities. References to the Borrower are to them together and separately.

13. CONSENTS, NOTICES AND DEMANDS

- 13.1 All consents, notices and demands must be in writing.

13.2 The Lender may deliver a notice or demand to the Borrower at its registered office, or at the contact details last known to the Lender.

13.3 A notice or demand signed by an official of the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

13.4 A notice from the Borrower to the Lender will be effective on receipt.

14. **TRANSFERS**

The Lender may allow any person to take over any of its rights and duties under this deed. The Borrower authorises the Lender to give that person or its agent any financial or other information about the Borrower. References to the Lender include its successors.

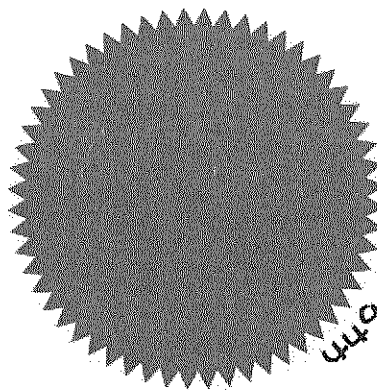
15. **LAW**

15.1 English law governs this deed and the English courts have exclusive jurisdiction.

15.2 For the benefit of the Lender, the Borrower irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Borrower and may be enforced against the Borrower in the courts of any other jurisdiction.

EXECUTED as a Deed by affixing the
common seal of **BABERGH DISTRICT**
COUNCIL

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In the presence of:

.....
Authorised Signatory

EXECUTED AS A DEED
by **CIFCO CAPITAL Limited**
acting by a director
in the presence of:

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)
)
)

E. Brightman

.....
Director

W
I
T
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E
S
S

Signature

.....*S. Smith*.....

Name

.....*SARAH SMITH*.....

Address

.....*BIRKETTS LLP*.....

.....*PROVIDENCE HOUSE*.....

.....*141-145 PRINCES STREET*.....

.....*IPSWICH IP1 1QJ*.....

Occupation

.....*SOLICITOR*.....

