



Registration of a Charge

Company name: **TRIANGLE PROPERTIES LIMITED**

Company number: **11207327**



X8704OMO

Received for Electronic Filing: **05/06/2019**

Details of Charge

Date of creation: **03/06/2019**

Charge code: **1120 7327 0004**

Persons entitled: **MIZRAHI TEFAHOT BANK LIMITED**

Brief description:

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: **LAWRENCE STEPHENS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11207327

Charge code: 1120 7327 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd June 2019 and created by TRIANGLE PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th June 2019 .

Given at Companies House, Cardiff on 6th June 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 3 June **2019**

TRIANGLE PROPERTIES LIMITED

and

MIZRAHI TEFAHOT BANK LIMITED

RENT CHARGE AGREEMENT



LAWRENCE STEPHENS SOLICITORS

50 Farringdon Road, London, EC1M 3HE Telephone: 020 7936 8888 Facsimile: 020 7936 8880
DX 53318 Clerkenwell www.lawrencestephens.com

THIS CHARGE is made the 3 day of June
2019

BETWEEN:

- (1) **MIZRAHI TEFAHOT BANK LIMITED** acting through its London Branch, presently of 30 Old Broad Street, London EC2N 1HQ (the "**Bank**"); and
- (2) **TRIANGLE PROPERTIES LIMITED** ¹¹²⁰⁷³²⁷ a company incorporated under the laws of England and Wales under company number ~~01810853~~ whose registered office is at 103 High Street Waltham Cross, Hertfordshire, England EN8 7AN (the "**Mortgagor**"). LS

1. In this Deed unless the context otherwise requires the following words and expressions shall have the following meanings:

"Agreement" means the letter from the Bank to the Mortgagor dated 2019 in respect of the banking facilities to be made available by the Bank to the Mortgagor together with any subsequent amendments agreed between the Bank and the Mortgagor and acknowledged by any other parties to such letter.

"Indebtedness" means all present and future monies obligations and liabilities due owing or incurred by the Mortgagor to the Bank whether actual or contingent and on any account and whether owed or incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any nature including but without prejudice to the generality of the foregoing interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters referred to above or for keeping the Mortgagor's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgement obtained and the Mortgagor will on such demand also retire all bills or notes which may for the time being be due under discount with the Bank and to which the Mortgagor is a party whether as drawer acceptor or maker or indorser without any deduction whatever.

"Property" means all those premises at 136 to 144 (even) The Broadway, 3 and 5 Station Road and 1 and 2 Market Place, Didcot as the same is registered at HM Land Registry with Title Absolute under Title Number ON173204 and includes any part of it.

"Rents" means the gross rents, licence fees and other moneys receivable now or in the future in respect of or arising out of any lease of the Property or any agreements for lease or otherwise derived from or arising out of the Property.

"Rent Account" means such account with the Bank in the name of the Mortgagor as the Bank may from time to time agree or direct.

2. The Mortgagor with full title guarantee charges to the Bank by way of first fixed charge all Rents now or in the future owing to it in respect of the Property and all monies now or in the future standing to the credit of the Rent Account with the payment to the Bank of the

Indebtedness.

3. Nothing in this Deed nor any express arrangement in respect of the Rents under the Agreement shall constitute the Bank as mortgagee in possession.
4. The Mortgagor covenants at any time during the continuance of this security to give to the Bank such information in regard to the Rents as the Bank shall require.
5. The Mortgagor covenants to instruct all or any tenants or other occupiers of the Property to pay the Rents direct to the Rent Account and if the Mortgagor does not do so the Bank may give such instruction on its behalf.
6. The Mortgagor shall not create, purport to create or permit to subsist any mortgage charge assignment or other encumbrance over the whole or any part of the property charged to the Bank by this Mortgage (other than this Mortgage).
7. Without prejudice to any other remedy of the Bank the Bank shall be entitled without demand or notice to the Mortgagor and is irrevocably authorised:
 - a. at any time to appropriate apply or transfer all or any sums from time to time standing to the credit of Rent Account in full or partial satisfaction of the interest from time to time due from the Mortgagor to the Bank under the Agreement; and
 - b. at any time after a demand for repayment of all or part of the Indebtedness has been made and from time to time to appropriate apply or transfer the whole or any part of the sums standing to the credit of the Rent Account in or toward satisfaction of the whole or part of the Indebtedness as the Bank shall select.
8. This Deed shall be governed by English law.

EXECUTED and delivered as a Deed on the date stated at the beginning of this document.

Executed as a Deed
by Triangle Properties Limited
acting by a director:

Signature:

Director

In the presence of:

Signature of witness:

Name of witness:

AUSRA KAHINSKAITE

Address:

Harold Benjamin
Solicitors
Hill House
67/71 Lowlands Road
Harrow
Middlesex HA1 3EQ