



Registration of a Charge

Company name: **AH COMMERCIAL (HEREFORD) LIMITED**

Company number: **11219564**

Received for Electronic Filing: **26/06/2020**



X9802BUA

Details of Charge

Date of creation: **25/06/2020**

Charge code: **1121 9564 0002**

Persons entitled: **IRE SECURITY LIMITED**

Brief description: **THE LEASEHOLD PROPERTY GRANTED UNDER A LEASE DATED 25 JUNE 2020 AND MADE BETWEEN (1) ALBAN HOUSE (HEREFORD) LIMITED AND (2) AH COMMERCIAL (HEREFORD) LIMITED IN RESPECT OF THE COMMERCIAL PREMISES AT 18 HIGH TOWN, HEREFORD HR1 2AA. PLEASE SEE INSTRUMENT FURTHER.**

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: **THOMAS MAXEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11219564

Charge code: 1121 9564 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2020 and created by AH COMMERCIAL (HEREFORD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th June 2020 .

Given at Companies House, Cardiff on 29th June 2020

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

AH COMMERCIAL (HEREFORD) LIMITED

as Chargor

and

IRE SECURITY LIMITED

as Security Trustee

Supplemental Mortgage & Charge

in respect of leasehold properties at Alban House, 16-18 High Town, Hereford HR1 2AA

EXECUTION VERSION

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DATED 25th June 2020

PARTIES

- (1) **AH COMMERCIAL (HEREFORD) LIMITED** (company number 11219564) whose registered office is at St Pauls House, 23 St Pauls Square, Birmingham, West Midlands, England, B3 1RB as chargor (the **Chargor**); and
- (2) **IRE SECURITY LIMITED** (company number 11099864) whose registered office is at 15 Golden Square, London, W1F 9JG as security trustee (the **Security Trustee** which expression includes its successors and assigns as security trustee for the Secured Parties).

INTRODUCTION

This Legal Mortgage is supplemental to the security agreement dated 16 April 2019 between (1) the Chargor and (2) the Security Trustee (the **Security Agreement**) and the facility letter dated 16 April 2019 between (1) Alban House (Hereford) Limited (2) the Chargor (3) Ingenious Real Estate Finance LLP and (4) the Security Trustee (the **Facility Letter**).

AGREEMENT

1. INTERPRETATION

- 1.1 All words and expressions defined or construed in the Security Agreement and the Facility Letter shall, except where the context otherwise requires, have the same meanings or construction where used in this Legal Mortgage.
- 1.2 This Legal Mortgage is intended to take effect as a deed.
- 1.3 The Legal Mortgage is a Finance Document (as such term is defined in the Facility Letter).
- 1.4 The Security Agreement shall henceforth be read in conjunction with this Legal Mortgage and all terms thereof are deemed to be incorporated into this Legal Mortgage as if set out in full herein (with all necessary modifications), and so that (without limitation) references to "Property" and "Charged Property" and any other similar terms shall include and apply to the Mortgaged Property.

2. CHARGE OF PROPERTY

- 2.1 The Chargor, with full title guarantee and as security for the payment of all Liabilities hereby charges in favour of the Security Trustee by way of first legal mortgage, the Property as set out in the Schedule 1 to this Legal Mortgage (the **Mortgaged Property**).
- 2.2 The Chargor hereby consents to the Security Trustee's application to the Chief Land Registrar in form RX1 for the registration of the following restriction against the Mortgaged Property:

"RESTRICTION:

"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 25th June 2020 in favour of IRE Security Limited, referred to in the charges register or their conveyancer."

- 2.3 The Chargor authorises the Security Trustee to apply to the Land Registry to enter the obligation to make further advances on the charges register of the relevant registered estate.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 The Chargor makes the representations and warranties set out in this clause 3 and the representations as set out in Condition 15 of the terms and conditions annexed to the Facility Letter to the Security Trustee and such representations shall be deemed in each case to be repeated on each date on which the representations are deemed repeated pursuant to (and such deemed repetition shall be subject to the limitations set out in) Condition 15.24 thereof.

- 3.2 The Chargor has the capacity, power and authority to enter into this Legal Mortgage and the obligations assumed by it are legal, valid, binding and enforceable obligations.

4. POWER OF ATTORNEY

4.1 Appointment

The Chargor by way of security irrevocably appoints the Security Trustee, every Receiver and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (A) to do all things which the Chargor is obliged to do (but has not done by the date it was obliged to do so) under this Legal Mortgage; and
- (B) to exercise any of the rights conferred on the Security Trustee, any Receiver or any Delegate in relation to the Mortgaged Property or under any Finance Document, the Law of Property Act 1925 or the Insolvency Act 1986.

4.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in clause 4.1.

4.3 Indemnity and liability

- (A) The Chargor irrevocably and unconditionally undertakes to indemnify (on an after-tax basis) the Security Trustee as its attorney and each Receiver and Delegate appointed from time to time by the Security Trustee as its attorney and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the proper exercise, or the proper purported exercise, of any of the powers conferred by this clause 4 (**Indemnified Loss**) provided that the Chargor shall not be obliged to indemnify the Security Trustee as its attorney, or as the case may be, such Receiver or Delegate for any Indemnified Loss which arises as a result of the Security Trustee's (as its attorney) or such Receiver's or Delegate's wilful misconduct or gross negligence.

- (B) The provisions of clause 4.3(A) above shall continue in force after the revocation or termination, howsoever arising, of the power of attorney granted by the Chargor pursuant to this clause 4.
- (C) The Security Trustee (as the Chargor's attorney) shall not be liable (including, without limitation, for negligence or any other category of liability whatsoever) to the Chargor for any action taken by it under or in connection with this clause 3 unless directly caused by its gross negligence or wilful misconduct.

5. CONFIRMATION

Any legal mortgage, fixed charge or floating charge created by the Security Agreement or any deed supplemental to the Security Agreement (including in particular all fixed or floating Security under clause 3 of the Security Agreement) which arose on the Chargor becoming beneficially entitled to such assets or any rights of the Security Trustee therein shall continue in force and shall not merge in any security created by this Legal Mortgage or be released, extinguished or affected in any way by this Legal Mortgage.

6. FACILITY LETTER AND SECURITY AGREEMENT

The Facility Letter and Security Agreement shall remain in full force and effect, save as supplemented by this Legal Mortgage.

7. GOVERNING LAW AND JURISDICTION

This Legal Mortgage and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

EXECUTION

This Legal Mortgage has been signed on behalf of the Security Trustee and executed as a deed by the Chargor and is delivered by it on the date specified above.

SCHEDULE 1

PARTICULARS OF MORTGAGED PROPERTY

1. The leasehold property granted under a lease dated *25th June 2022* and made between (1) Alban House (Hereford) Limited and (2) AH Commercial (Hereford) Limited in respect of the commercial premises at 18 High Town, Hereford HR1 2AA as identified on Plan 1 in Schedule 2 and edged red.

SCHEDULE 2 – PLANS

Architectural floor plan of the Booth Hall. The plan shows a large rectangular hall with a staircase in the center. A long, narrow section runs along the left side, containing a staircase and a small room. The text "BOOTH HALL" is written vertically along the right side of the plan. The plan is oriented with the long side of the hall running vertically.

18 High Town
175 Sq. m - 1882 Sq. ft NIA

Indicates extent of device

A - 12-04-18 - floor plan updated - CE
B - 17-12-19 - Demise extent updated - CE
C - 20-12-19 - Demise extent to frontage updated - CE

DATE **MARCH 18**
SCALE @ A3 **1:100**
DO NOT SCALE FROM THIS DRAWING
DRAWING NO. **7051-1-70C**



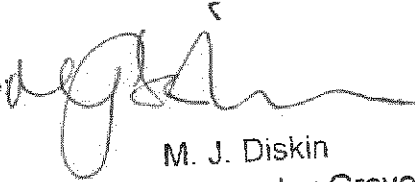
The Chargor

Executed as a deed by)
AH COMMERCIAL (HEREFORD) LIMITED)
acting by **STEVEN PETER DODD**)
a director)
in the presence of:



.....
Director

Witness signature:



Name of witness:

M. J. Diskin
8 Cransley Grove
Solihull
West Midlands
B91 3ZA

Address of witness:

Occupation of witness:

Director

The Security Trustee

Executed as a deed by)
IRE SECURITY LIMITED)
acting by)
a director)
in the presence of:

.....
Director

Witness signature:

Name of witness:

Address of witness:

Occupation of witness:

The Chargor

Executed as a deed by)
AH COMMERCIAL (HEREFORD) LIMITED)
 acting by)
 a director)
 in the presence of: _____

Director

Witness signature:

Name of witness:

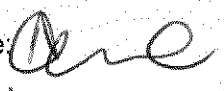
Address of witness:

Occupation of witness:

The Security Trustee

Executed as a deed by)
IRE SECURITY LIMITED)
 acting by **HANKE SEPTON**)
 a director)
 in the presence of: _____

Director

Witness signature: Name of witness: **ANNABELLE GARCIA**Address of witness: **15 GOLDEN SQUARE, LONDON W1F 9JG**Occupation of witness: **SOLICITOR**