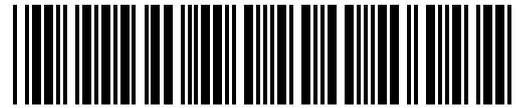




Registration of a Charge

Company Name: **ZEPHOL LTD**

Company Number: **13750388**



Received for filing in Electronic Format on the: **04/01/2023**

XBUHNJTV

Details of Charge

Date of creation: **20/12/2022**

Charge code: **1375 0388 0002**

Persons entitled: **LANDBAY PARTNERS LIMITED**

Brief description: **ALL THAT THE FREEHOLD PROPERTY SITUATE AND KNOWN AS 26 WISTERIA ROAD, LONDON, SE13 5HN AND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER TGL69219**

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, SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006, THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SUSAN BURRELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13750388

Charge code: 1375 0388 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2022 and created by ZEPHOL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2023 .

Given at Companies House, Cardiff on 5th January 2023

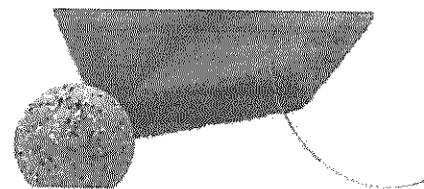
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Legal Mortgage

Case 70044628 Date produced 13/10/2022

Applicant name: ZEPHOL LTD

Security: 26 WISTERIA ROAD, LONDON, SE13 5HN

Contents

1.	Definitions and interpretation	2
2.	Covenant to pay	4
3.	Charging Clause	4
4.	Incorporation of provisions	4
5.	Application to the Land Registry	4
6.	Negative pledge	4
7.	Further assurance	5
8.	Continuing security	5
9.	Costs, expenses and liabilities	5
10.	Appointment of a Receiver	5
11.	Power of attorney	7
12.	Release of Security	7
13.	Third party rights	8
14.	Forbearance, severability, variations and consents	8
15.	Counterparts	8
16.	Transfer	9
17.	Governing law	9
18.	Enforcement	9
	Schedule	11
	The Property	

This Deed is made on **20/12/2022**

Between:

- 1) ZEPHOL LTD a company incorporated in England and Wales (registered number 13750388) whose registered office is at Union House, 111 New Union Street, Coventry, CV1 2NT;

(the "**Chargor**"); and

- 2) **Landbay Partners Limited** a company incorporated in England and Wales (registered number (08668507) whose registered office is at 60 Buckingham Palace Road, London, SW1W 0AH (the "**Lender**").

Background:

- A) This Deed is supplemental to the Loan Agreement (as defined below) pursuant to which the Chargor is bound to pay the Lender amounts, and at times, determined in accordance with the terms of the Loan Agreement.
- B) The Chargor is entering into this Deed to charge the Property (as defined below) in order to secure the moneys and liabilities covenanted to be paid by the Chargor in the Loan Agreement.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 Unless the context otherwise requires, words or expressions defined in the Loan Agreement shall have the same meaning in this Deed. In this Deed:

"**Act**" means the Law of Property Act 1925.

"**Loan Agreement**" means the loan agreement dated on or about the date of this Deed and made between the Lender and the Chargor under which the Lender has made, and may in future make, certain facilities available to the Chargor.

"**Property**" means the property described in the Schedule to this Deed.

"**Secured Sums**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Lender under the Loan Agreement and each other Finance Document except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.2 Interpretation:

- a. Unless the context otherwise requires the interpretative provisions set out in the paragraphs below shall apply in this Deed.
- b. A reference to any party or person shall be construed as including its, and any subsequent successor in title's, permitted transferees and permitted assigns, in each case in accordance with their respective interests.
- c. "**including**" and "**in particular**" shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing".

MD reference: MD1622A

- d. A "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- e. "**Receiver**" means any receiver appointed under Clause 10 (*Appointment of a Receiver*) and (where the context permits) includes any substituted receiver;
- f. "**variation**" includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and "vary" and "varied" shall be construed accordingly.
- g. "**writing**" includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Deed to be signed and "written" has a corresponding meaning.
- h. References to this Deed or to any other document include references to this Deed or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Deed or such other document.
- i. The singular shall include the plural and vice versa and any gender shall include the other genders.
- j. References to Clauses, paragraphs and Schedules shall be construed as references to clauses and paragraphs of, and Schedules to, this Deed.
- k. Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.
- m. Headings in this Deed are inserted for convenience and shall not affect its interpretation.
- n. In the event of any inconsistency between the provisions of this Deed and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall prevail.
- o. A reference to the Lender shall be construed as including the said Landbay Partners Limited and its successors and assigns including, without limitation, its legal and equitable assigns whether by way of absolute assignment or by way of security only and those deriving title under it or them.

2. Covenant to pay

2.1 Covenant to pay

The Chargor hereby covenants that it will, on the Lender's written demand, pay or discharge to the Lender the Secured Sums in the manner and at the times provided in the Loan Agreement or any other Finance Document.

2.2 Proviso

The covenants contained in this Clause and the Security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Demands

- a. The making of one demand shall not preclude the Lender from making any further demands.
- b. Any third party dealing with the Lender or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed.

3. Charging Clause

The Chargor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as security for the payment or discharge of all Secured Sums, charges to the Lender by way of legal mortgage all of the Property together with all buildings, fixtures and fixed plant and machinery at any time thereon.

4. Incorporation of provisions

All of the covenants, provisions and powers contained in or subsisting under the Loan Agreement shall be applicable for securing all of the moneys and liabilities hereby secured and for defining and enforcing the rights of the parties under this Deed as if such covenants, provisions and powers had been set out in full in this Deed, with the appropriate changes having been made.

5. Application to the Land Registry

The Chargor consents to and applies to the Chief Land Registrar for the entry of a restriction on the title to the Property as follows:

"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 [date] in favour of Landbay Partners Limited referred to in the charges register or its conveyancer".
20/12/2022

6. Negative pledge

The Chargor shall not, without the prior written consent of the Lender, create, or agree or attempt to create, or permit to subsist, any Security or any trust over the Property.

7. Further assurance

The Chargor shall, promptly on the Lender's written demand, and at the cost of the Chargor, do all such acts and execute all such documents as the Lender may reasonably specify and in such form as the Lender may reasonably require (provided that the provisions are no more onerous than the provisions of this Deed) in order to perfect this Deed.

8. Continuing security

This Deed shall be a continuing security for the Secured Sums and shall not be discharged by any intermediate payments or settlement of accounts or other matters but shall be binding until all the Secured Sums have been unconditionally and irrevocably discharged in full.

9. Costs, expenses and liabilities

The Chargor will, within three Business Days of the Lender's written demand, pay to the Lender an amount equal to such costs and expenses (including legal, valuation, accountancy and consultancy fees and disbursements and out of pocket expenses) and any VAT thereon as are incurred by the Lender from time to time in connection with the exercise, enforcement and/or preservation of any of its rights under this Deed (or any of the documents contemplated by this Deed) or any proceedings instituted by or against the Lender, in any jurisdiction.

10. Appointment of a Receiver

10.1 Appointment

At any time after an Event of Default has occurred, if the Lender, by notice pursuant to the Loan Agreement, declares that this Deed is enforceable, the security created by this Deed shall become enforceable and the Lender may appoint in writing any person or persons to be a receiver of the Property.

10.2 Power to act separately

Where more than one Receiver is appointed, the appointees shall have power to act separately unless the Lender shall specify to the contrary.

10.3 Receiver's remuneration

The Lender may from time to time determine the remuneration of a Receiver. Section 109(6) and (8) of the Act (relating to the remuneration and charges of a receiver) shall not apply.

10.4 Removal of Receiver

The Lender may remove a Receiver from the property of which he is the Receiver.

10.5 Further appointments of a Receiver

Such an appointment of a Receiver shall not preclude:

- a. the Lender from making any subsequent appointment of a Receiver over the Property over which a Receiver has ceased to act; or
- b. the appointment of an additional Receiver to act while the first Receiver continues to act.

10.6 Receiver's agency

The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults and remuneration).

10.7 Powers of a Receiver

The Receiver may exercise all the powers, rights and discretions given in the Act (except that the restrictions which are imposed by section 103 of the Act shall not apply) and, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- a. take possession of, collect and get in all or any part of the Property and for that purpose take any proceedings as he shall think fit;
- b. sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of the Property without the need to observe any of the provisions of Sections 99 and 100 of the Act, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, shares or securities of another company or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of the Chargor;
- c. sever any plant, machinery and fixtures from the Property to which they are attached and/or sell them separately;
- d. make any arrangement or compromise which the Lender or he shall think fit;
- e. repair, insure, protect, improve, develop, enlarge, reconstruct or replace the Property and commence and/or complete any building operations or works of construction or furnishing on the Property and apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- f. appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- g. acquire any further property, assets or rights, whether by purchase, lease or otherwise and charge any such further property, assets or rights;
- h. raise or borrow money for any purpose specified in this Clause and so that the Receiver may charge all or any of the Property with the repayment of such money and interest on it in priority to this Security;
- i. provide such facilities and services for tenants and generally manage the Property in such manner as he shall think fit;
- j. sign any stock transfer form or other assignment or transfer of any share or right of membership in any management company in which the Chargor has a share or right of membership;
- k. make any arrangement or compromise which the Lender or he shall think fit;
- l. exercise all the powers conferred on the Chargor by any statute, deed or contract in respect of all or any part of the Property;
- m. bring or defend any proceedings in the name of the Chargor in relation to the Property;

- p. if the Property is leasehold vary the terms of or surrender any lease and/or take a new lease of the Property or any part of it on such terms as he shall think fit and so that any new lease shall become charged to the Lender on the terms of this Deed so far as it is applicable and execute a formal legal charge over any such lease in favour of the Lender in such form as it may require;
- q. redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- r. pay the proper administrative charges of the Lender in respect of time spent by its agents and employees in dealing with matters raised by the Receiver;
- s. do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the Property.

11. Power of attorney

The Chargor by way of security irrevocably appoints the Lender and any Receiver and each of them severally to be the attorney of the Chargor (with full powers of substitution and delegation) for the Chargor in its name and on its behalf and as its act and deed to sign, seal, execute, deliver and perfect all deeds, instruments, notices and documents and to perform all acts and things which the Chargor ought to do (but has failed to do so within five Business Days of demand) under the covenants and provisions contained in this Deed and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by this Security or by the Act on the Lender or any Receiver for carrying into effect any sale or lease, charge, mortgage or dealing by the Lender or by any Receiver or for giving to the Lender or any Receiver the full benefit of this Security and generally to use the name of the Chargor in the exercise of all or any of the powers, authorities or discretions conferred on the Lender or any Receiver. The Chargor hereby covenants with the Lender to ratify and confirm whatever any such attorney shall do or purport to do by virtue of this Clause and any money expended by any such attorney shall be deemed to be an expense recoverable from the Chargor under this Deed.

12. Release of Security

12.1 Redemption

Subject to Clause 8 (Continuing security), if all Secured Sums have been unconditionally and irrevocably paid in full, the Lender will (promptly and at the request and cost of the Chargor), execute and do all such reasonable acts as may be necessary to release the Property from the security constituted by this Deed and to remove this Deed and any corresponding restrictions on title from the title to the Property. Such release shall not prejudice the rights of the Lender under Clause 9 (*Costs, expenses and liabilities*).

12.2 Avoidance of payments

If the Lender considers in good faith that any amount received in payment or purported payment of the Secured Sums is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of the Chargor under this Deed and the security constituted by this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

13. Third party rights

13.1 Exclusion of Contracts (Rights of Third Parties) Act 1999

No person other than a party to this Deed shall have any rights by virtue of the Contracts (Rights of Third Parties) Act 1999.

13.2 Rights to vary

The parties to this Deed may by agreement vary any term of this Deed (including this Clause 13) without the necessity of obtaining any consent from any other person.

14. Forbearance, severability, variations and consents

14.1 Delay etc

All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of the Lender exercising, delaying in exercising or omitting to exercise any of them.

14.2 Severability

No provision of this Deed shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

14.3 Illegality, invalidity, unenforceability

Any provision of this Deed which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed.

14.4 Variations

No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by the Lender and the Chargor.

14.5 Consents

Any consent of the Lender may be given absolutely or on any terms and subject to any conditions as the Lender may determine in its entire discretion.

15. Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures were on a single copy of this Deed.

16. Transfer

- 16.1** The Lender may transfer, charge, assign or otherwise dispose of, in whole or in part, its rights and/or obligations under the Mortgage Offer, any Additional Borrowing Offer, the Loan Agreement and/or this Deed at any time. If the Lender does so, this will not reduce the rights or increase the obligations of the Chargor under the Mortgage Offer, any Additional Borrowing Offer, the Loan Agreement and/or this Deed or reduce any guarantees the Chargor has by virtue of them and will not change the terms and conditions of them. However, save as otherwise agreed between the Lender and the person to whom the Lender transfers, charges, assigns or otherwise disposes of its rights and/or obligations, such person can exercise the rights of the Lender and enforce the obligations of the Chargor under the Mortgage Offer, any Additional Borrowing Offer, the Loan Agreement and/or this Deed.
- 16.2** The Chargor consents to each such transfer, charge, assignment or other disposal and the Lender may make a transfer in law or in equity, or assign by way of absolute assignment or by way of security only or transfer or dispose by way of creation or declaration of a trust, in each case without any further consent from, or notice to, the Chargor.
- 16.3** The Lender may provide to any actual or potential transferee, chargee, assignee or donee of its rights and/or obligations under the Mortgage Offer, any Additional Borrowing Offer, the Loan Agreement and/or this Deed (a "Transferee") any information or papers or electronic documents about the Chargor, the Mortgage Offer, any Additional Borrowing Offer, the Loan Agreement, this Deed, the Property and any other security held by the Lender or the conduct of the Mortgage Account.
- 16.4** The Chargor agrees that the Lender may provide information about (i) the Chargor's Loan Application and any supporting documentation, (ii) the Mortgage Offer, the Loan, any Additional Borrowing Offer, any Additional Borrowing and any related security, (iii) the Property, (iv) the history and conduct of the Mortgage Account, (v) the results of any statistical, monitoring or quality analysis activity that the Lender may carry out on the Mortgage Account from time to time and any other relevant information (a) to any person or organisation who does, or the Lender believes wishes to, enter into any transfer with the Lender or who does or wishes to fund or otherwise be involved in any transfer; (b) to any purchaser or potential purchaser of the Lender or of the Lender's rights under the Mortgage Offer, any Additional Borrowing Offer, the Loan Agreement and/or this Deed or any person who does or wishes to fund or otherwise be involved in any such purchase; and (c) to the Lender or any previous Transferee. The Lender may provide that information at any time on, prior to or after any actual or potential transfer, charge, assignment or other disposal under Clause 16.1. The Lender may also provide such information to any person or organisation including, but not limited to, credit reference agencies, for the purpose of quality analysis.
- 16.5** Any such transferee or assignee and persons deriving title under them shall have all the powers conferred on a mortgagee by the Act as modified or extended by this Deed in the like manner as if the transferee or assignee had been named as the original party to this Deed in place of the Lender.

17. Governing law

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

18. Enforcement

- 18.1** The courts of England shall have exclusive jurisdiction to settle any claim dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off or the legal relationships established by this Deed (a "Dispute")), only where such Dispute is the subject of proceedings commenced by the Chargor.
- 18.2** Where a Dispute is the subject of proceedings commenced by the Lender, the Lender is entitled to bring such

MD reference: MD1622A

proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If the Chargor raises a counterclaim in the context of proceedings commenced by the Lender, the Chargor shall bring such counterclaim before the court seized of the Lender's claim and no other court.

18.3 The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Lender from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.

18.4 To the extent allowed by law, the Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceedings, and any claim it may now or hereafter have that any such legal proceedings has been brought in an inappropriate or inconvenient forum.

THIS DEED has been executed by the Chargor as a deed and signed by the Lender and it shall take effect on the date stated at the beginning of this document.

Schedule

The Property

Name of Chargor / Registered Proprietor	Description of Property	Title Number
ZEPHOL LTD	26 WISTERIA ROAD, LONDON, SE13 5HN	TGL69219

Signatures

Signature Section 1 - company

If the Legal Mortgage is granted by a company, the below should be signed:

- In the case of the first option by two directors or one director and a company secretary;
- In the case of the second option by one director in front of an independent witness who should then sign underneath the director signature with the witness adding their name, address and occupation under their signature.

Please only complete if the company name is populated

Executed as a deed by ZEPHOL LTD

acting by a director

Director's name _____

Signature of director _____

and a director/
company secretary

ZEPHOL LTD

Director/company secretary
name _____

Signature of director/
company secretary _____

Please only complete if the company name is populated

Executed as a deed by ZEPHOL LTD

acting by a director

Director's name

SARAH MCMICHAEL

Signature of director

Sarah McMichael

In the presence of

Name of witness
[BLOCK CAPITALS]

BRENDA SOARS

Signature of witness

[Signature]

Address of witness

30 MICHELDREVER ROAD

LONDON SE12 8LX

Occupation of witness

DESIGNER

Signature Section 2 – limited liability partnership

If the Legal Mortgage is granted by a limited liability partnership, the below should be signed:
- In the case of the first option by two members;
- In the case of the second option by one member in front of an independent witness who should then sign underneath the member signature with the witness adding their name, address and occupation under their signature.

Please only complete if the company name is populated

Executed as a deed by _____

Member's name
Signature of member _____

and
Member's name
Signature of Member

Please only complete if the LLP name is populated

Executed as a deed by _____

Member's name
Signature of Member _____
In the presence of
Name of witness _____
[BLOCK CAPITALS]
Signature of witness _____
Address of witness _____
Occupation of witness

Signature Section 3 - individual applications

Please only complete if borrower's name is populated

Executed as a deed by

Signature of borrower _____

In the presence of

Name of witness
[BLOCK CAPITALS] _____

Signature of witness _____

Address of witness _____

Occupation of witness _____

Please only complete if borrower's name is populated

Executed as a deed by

Signature of borrower _____

In the presence of

Name of witness
[BLOCK CAPITALS] _____

Signature of witness _____

Address of witness _____

Occupation of witness _____

Please only complete if borrower's name is populated

Executed as a deed by

Signature of borrower _____

In the presence of

Name of witness
[BLOCK CAPITALS] _____

Signature of witness _____

Address of witness _____

Occupation of witness _____

Please only complete if borrower's name is populated

Executed as a deed by

Signature of borrower

In the presence of

Name of witness
[BLOCK CAPITALS]

Signature of witness

Address of witness

Occupation of witness
