



Registration of a Charge

Company Name: **OLD TREE COURT LIMITED**

Company Number: **14017793**



XB9MZH4

Received for filing in Electronic Format on the: **03/08/2022**

Details of Charge

Date of creation: **21/07/2022**

Charge code: **1401 7793 0004**

Persons entitled: **MIZRAHI TEFAHOT BANK LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS ONE TREE COURT, BRETONSIDE, PLYMOUTH PL4 0BD REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER DN546355.**

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 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: **MARRIOTT HARRISON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14017793

Charge code: 1401 7793 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st July 2022 and created by OLD TREE COURT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2022 .

Given at Companies House, Cardiff on 4th August 2022

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 21 July **2022**

OLD TREE COURT LIMITED

and

MIZRAHI TEFAHOT BANK LIMITED

RENT CHARGE AGREEMENT

MIZRAHI TEFAHOT BANK LIMITED
30 Old Broad Street
London EC2N 1HQ

THIS CHARGE is made the 21st day of July 2022

BETWEEN:

- (1) **MIZRAHI TEFAHOT BANK LIMITED** acting through its London Branch, presently of 30 Old Broad Street, London EC2N 1HQ (the “**Bank**”) and
- (2) **OLD TREE COURT LIMITED** a company incorporated under the laws of **ENGLAND** under company number **14017793** whose registered office is at **14 Berkeley Street, Mayfair, London, United Kingdom, W1J 8DX** (the “**Mortgagor**”).

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 07 July 2022 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 One Tree Court, Bretonside, Plymouth PL4 0BD as the same is registered at HM Land Registry with Title Absolute under Title Number DN546355 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 including any insurance rents and service charges.

“**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 to take such other actions with respect to the Rents and the Rent Account as the Bank may direct.
6. The Mortgagor irrevocably and by way of security appoints the Bank as its attorney to execute any document or to take any other step contemplated by paragraph 5 above. The Bank may execute any such documents or take any such step if the Mortgagor fails to do so immediately upon request by the Bank.
7. 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 Deed (other than this Deed).
8. 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.
9. This Deed shall be governed by English law.
10. Any proceedings against the Mortgagor under this Charge may be served on any process agent appointed by the Mortgagor under any facility agreement or facility letter between the parties.

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

Executed as a Deed
by **OLD TREE COURT LIMITED**
acting by a director and its secretary or two directors:

Signature: _____
Director

Signature: _____
Director/Secretary

Or

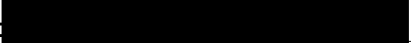
Executed as a Deed
by **OLD TREE COURT LIMITED**
acting by a director:

Signature: 
Director

In the presence of:

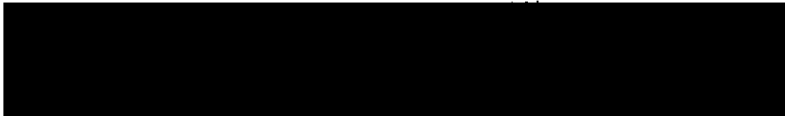
Signature of witness: 

Name of witness: Kevin Adler

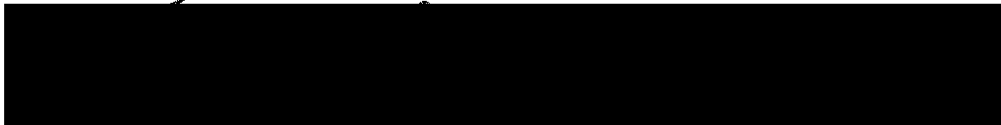
Address:  _____

Ref: EXECUTION VERSION
Page: 5 of 5

Signed as a Deed
for and on behalf of
MIZRAHI TEFAHOT BANK LIMITED by:



Authorised Signatory LONDON BRANCH



Authorised Signatory HEAD OF TRADE FINANCE
MIZRAHI TEFAHOT BANK LIMITED
LONDON BRANCH