



**Registration of a Charge**

Company name: **COPLAN PROPERTIES LIMITED**

Company number: **06223237**



X4DRZB20

Received for Electronic Filing: **14/08/2015**

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**Details of Charge**

Date of creation: **10/08/2015**

Charge code: **0622 3237 0019**

Persons entitled: **MORGAN LLOYD TRUSTEES LIMITED  
NICHOLAS DOYLE  
NICHOLAS MELLOE  
COLIN MCQUESTON**

Brief description: **LAND ON THE NORTH WEST SIDE OF TROCOLL HOUSE WAKERING  
ROAD BARKING IG11 8PD LAND REGISTRY TITLE NUMBER TGL343096.**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **CHARLES RUSSELL SPEECHLYS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6223237

Charge code: 0622 3237 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2015 and created by COPLAN PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2015 .

Given at Companies House, Cardiff on 17th August 2015

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**

CERTIFIED A TRUE COPY OF THE ORIGINAL  
CHARLES RUSSELL SPEECHLYS LLP

*Charles Russell Speechlys*  
*14/8/15*

CRS

Charles Russell  
Speechlys

DATED 10th August

2015

(1) Coplan Properties Limited

and

(2) Morgan Lloyd Trustees Limited Nicholas Doyle,  
Nicholas Mellor and Colin McQueston as trustees of the  
Coplan Estates Pension Scheme

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LEGAL MORTGAGE  
(THIRD PARTY)

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THIS LEGAL MORTGAGE is made this  
2015

day of

**BETWEEN:-**

- (1) Coplan Properties Limited (Co. Regn. No. 06223237) whose registered office is at 5 Conduit Street London W1S 2XD ("the "Mortgagor")
- (2) Morgan Lloyd Trustees Limited (Co. Regn. No. 4867456) Nicholas Doyle, Nicholas Mellor and Collin McQueston as trustees of the Coplan Estates Pension Scheme of The Pavillons Eden Office Park 69-71 Macrae Road Ham Green Bristol BS20 0DD ("the Lender")

**1 INTERPRETATION**

The following expressions shall have the following meanings:

<b>Debtor</b>	Coplan Estates Limited (Co. Regn. No. 05141373) whose registered office is at 5 Conduit Street London W1S 2XD
<b>Property</b>	the property specified in the Schedule including all buildings and fixtures thereon.
<b>Secured Liabilities</b>	all monies and liabilities (whether actual or contingent and whether principal or surety) now or at any time in the future due, owing or incurred by (a) the Debtor to the Lender; or (b) the Mortgagor to the Lender under this Mortgage

**2 MORTGAGE**

The Mortgagor with full title guarantee and as a continuing security for the Secured Liabilities mortgages by way of legal mortgage the Property

**3 FURTHER ASSURANCE**

The Mortgagor shall on request from the Lender and at the Mortgagor's cost sign any documents and take any action which the Lender may request for the purposes of perfecting or protecting this Mortgage or facilitating its enforcement.

**4 RESTRICTIONS**

4.1 The Mortgagor shall not without the prior written consent of the Lender:

- 4.1.1 create or permit to subsist or arise any mortgage, charge, debenture or any other security interest or encumbrance or any right or option over the Property or any part thereof; or



- 4.1.2 sell, convey, assign, lease, or transfer the Property or any interest therein, or otherwise part with or dispose of the Property or assign or otherwise dispose of any monies payable to the Mortgagor in relation to the Property or agree to do any of the above; or
- 4.1.3 part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the above.

## **5 UNDERTAKINGS OF THE MORTGAGOR**

- 5.1 The Mortgagor undertakes to the Lender at all times when this Mortgage is in force:
  - 5.1.1 to keep all buildings and all plant, machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of Lender free access at all reasonable times to view the state and condition of the Property;
  - 5.1.2 to keep the Property insured with such insurer and against such risks as the Lender may require and to the Lender's satisfaction for their full replacement value with the Lender's interest noted on the policy, or at the Lender's option with the Lender named as co-insured and co-payee and the Mortgagor shall pay all premiums when due and produce or deposit with the Lender all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances;
  - 5.1.3 to apply any insurance proceeds in making good the loss or damage to the Property or at the Lender's option in or towards the discharge of the Secured Liabilities and pending such application the Mortgagor shall hold such proceeds in trust for the Lender; and
  - 5.1.4 not without the previous written consent of the Lender to demolish, pull down, remove or permit to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property.
- 5.2 If the Mortgagor fails to comply with any of the obligations under clause 5.1 the Lender may enter upon the Property and repair or insure the Property or take such other steps as it considers appropriate to remedy the breach and shall not as a result be deemed to be a mortgagee in possession and the monies expended by the Lender shall be reimbursed by the Mortgagor on demand, and until so reimbursed, shall carry interest from the date of payment to the date of reimbursement.

## **6 ENFORCEMENT**

- 6.1 This Mortgage shall become enforceable immediately upon the Lender making demand on the Debtor or the Mortgagor (as relevant) for payment of any of the Secured Liabilities.
- 6.2 Section 103 of the Law of Property Act 1925 (the "LPA") shall not apply to this Mortgage and the statutory powers of sale and appointing a receiver under Sections

101 and 109 of the LPA (as varied and extended under this Mortgage) shall arise on the execution of this Mortgage and shall become immediately exercisable without any of the restrictions contained in the LPA immediately upon this Mortgage becoming enforceable under clause 6.1.

## **7 APPOINTMENT AND POWERS OF RECEIVER**

- 7.1 At any time after this Mortgage has become enforceable or, if requested by the Mortgagor, the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) to be a receiver of all or any part of the Property and where more than one receiver is appointed they may be given power to act either jointly or severally.
- 7.2 The Lender may from time to time determine the remuneration of the receiver and may remove the receiver and appoint another in his place.
- 7.3 The receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and by any other statute and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers) the receiver shall have power in the name of the Mortgagor or otherwise to do the following things, namely:
- 7.3.1 to take possession of the Property and to manage the Property and manage and carry on any business carried on at the Property;
  - 7.3.2 to commence and/or complete any building works or operations on the Property and to 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;
  - 7.3.3 to borrow monies from the Lender or others on the security of the Property for the purpose of exercising any of his powers;
  - 7.3.4 to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
  - 7.3.5 to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
  - 7.3.6 to take, continue or defend proceedings or make any arrangement or compromise between the Mortgagor and any persons which he may think expedient;
  - 7.3.7 to make and effect repairs and improvements to the Property;



- 7.3.8 to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;
- 7.3.9 to purchase materials, tools, equipment, goods or supplies;
- 7.3.10 to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine; and
- 7.3.11 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers referred to above and which he lawfully may or can do

Provided that the receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently.

- 7.4 Any monies received by the receiver in the exercise of his powers under this Mortgage and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration, secondly, in payment of the Secured Liabilities and thirdly, any balance shall be paid to the person or persons entitled to it.

## **8 LENDER'S LIABILITY**

- 8.1 In no circumstances shall the Lender be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any monies not actually received by the Lender.
- 8.2 In no circumstances shall the Lender be liable to the Mortgagor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Property or from any act, default, omission or misconduct of the Lender its officers, employees or agents in relation to the Property or in connection with this Mortgage.

## **9 PROTECTION OF THIRD PARTIES**

- 9.1 Any purchaser or any other person dealing with the Lender or any receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Mortgage or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such receiver.
- 9.2 All the protection for purchasers contained in sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Lender or any receiver.

## **10 POWERS OF LEASING**

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended so as to authorise the Lender (whether in the name of the Lender or the Mortgagor) to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender (in its absolute discretion) shall think fit.

## **11 POWER OF ATTORNEY**

11.1 The Mortgagor irrevocably appoints the Lender and any receiver jointly and also severally the attorney and attorneys of the Mortgagor in the name of the Mortgagor to sign any documents or take any actions for the purposes of perfecting or protecting this Mortgage or facilitating its enforcement.

11.2 The Mortgagor agrees to ratify and confirm anything any attorney appointed under this clause properly does or purports to do in the exercise of any of the powers, granted or referred to in this Mortgage.

## **12 LENDER'S RIGHTS**

12.1 At any time after this Mortgage becomes enforceable all powers of the receiver may be exercised by the Lender whether as attorney of the Mortgagor or otherwise.

12.2 The Mortgagor agrees that at any time after this Mortgage becomes enforceable:

12.2.1 upon any sale or other disposition in exercise of the powers under this Mortgage the Lender may sever any fixtures from the Property and sell the same separately from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities; and

12.2.2 the Lender may as agent of the Mortgagor remove and sell any chattels on the Property and the net proceeds of sale shall be paid to the Mortgagor.

12.3 The Lender shall on receiving notice that the Mortgagor has created an encumbrance over or disposed of the Property or any part of it or any interest in it be entitled to close any account or accounts of the Mortgagor and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Lender to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any such closed account. If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Lender shall be credited or be treated as having been credited to such new account or accounts and



shall not operate to reduce the amount due from the Mortgagor to the Lender when it received such notice.

**13 CONCLUSIVE AND BINDING**

Any demand, notification or certificate given by the Lender specifying amounts due and payable under or in connection with any of the provisions of this Mortgage shall, in the absence of manifest error, be conclusive and binding on the Mortgagor.

**14 ASSIGNMENT**

14.1 This Mortgage is assignable or transferable by the Lender.

14.2 The Mortgagor may not transfer any of its obligations under this Mortgage.

14.3 The Lender may disclose to any person connected with the Lender and/or any person to whom it is proposing to transfer or assign or has transferred or assigned any of its rights under this Mortgage any information about the Mortgagor or any party connected or associated with it.

**15 COSTS AND EXPENSES**

15.1 The Mortgagor shall on demand by the Lender and on a full indemnity basis pay to the Lender the amount of all costs and expenses (including legal costs) together with Value Added Tax which the Lender incurs under or in connection with this Mortgage including in particular but without limitation all costs and expenses incurred in connection with the preservation or enforcement of the Lender's rights under this Mortgage.

15.2 If the Mortgagor does not pay on demand any costs and expenses referred to in clause 15.1 such sums still carry interest from the date of demand until they are paid in full.

**16 COMMUNICATIONS**

16.1 Any demand or notice under this Mortgage shall be in writing signed by an officer or agent of the Lender and (without prejudice to any other effective means of serving it) may be served on the Mortgagor personally or by post and either by delivering it to the Mortgagor at any place or by despatching it addressed to the Mortgagor at the address stated in this document (or such other address as may from time to time be notified by the Mortgagor to the Lender for this purpose) or the Mortgagor's address last known to the Mortgagor.

16.2 Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery.

16.3 Any such demand or notice sent by post shall be deemed to have been received at the opening of business in the intended places of receipt on the day following the day on which it was posted, even if returned undelivered.

## **17 CONTINUING SECURITY**

The security created by this Mortgage shall not be discharged or affected by:-

- 17.1 any time, indulgence, waiver or consent at any time given to the Debtor or any other person;
- 17.2 any amendment to any of the terms or conditions of or variation in the amount of the Secured Liabilities;
- 17.3 the making or the absence of any demand on the Debtor or any other person for payment;
- 17.4 the enforcement or absence of enforcement of any of the Secured Liabilities or any other security, guarantee or indemnity;
- 17.5 the release of any security, guarantee or indemnity provided for in respect of any of the Secured Liabilities or any other security, guarantee or indemnity;
- 17.6 the liquidation, administration or bankruptcy of the Debtor or any other person;
- 17.7 the illegality, invalidity or unenforceability of or any defect in the Secured Liabilities or any of the obligations of the Debtor or other party thereunder; or
- 17.8 any other matter whatsoever which might but for this provision operate to discharge or reduce the liability of the Mortgagor under this Mortgage.

## **18 MISCELLANEOUS**

- 18.1 No delay or omission on the part of the Lender in exercising any right or remedy under this Mortgage shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Mortgage of that or any other right or remedy.
- 18.2 The Lender's rights under this Mortgage are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient.
- 18.3 Any waiver by the Lender of any terms of this Mortgage or any consent or approval given by the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 18.4 If at any time any one or more of the provisions of this Mortgage is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Mortgage nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.



- 18.5 Where any provision of this Mortgage provides for the payment of interest shall be calculated at the rate applicable to the Secured Liabilities (or, if there is more than one such rate, at the higher(est) of such rates)
- 18.6 References to statutes, statutory provisions and other legislations shall include all amendments, substitutions, modifications and re-enactments for the time being in force.
- 18.7 Clause headings are for reference only and are not to affect the interpretation of this Mortgage.

**19 REGISTERED LAND**

The Mortgagor applies to the District Land Registrar for a restriction in the following terms to be entered on the register of the Mortgagor's title to the Property:

"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 dated 2015 in favour of Morgan Lloyd Trustees Limited Nicholas Doyle, Nicholas Mellor and Colin McQueston as trustees of the Coplan Estates Pension Scheme referred to in the charges register"

**20 JOINT AND SEVERAL**

If two or more persons are included in the expression Mortgagor their liability shall be joint and several.

**IMPORTANT NOTICE: BY ENTERING INTO THIS MORTGAGE YOU MAY BECOME LIABLE INSTEAD OF OR AS WELL AS THE DEBTOR. YOU ARE ADVISED TO OBTAIN INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THE MORTGAGE.**

**THIS MORTGAGE** has been executed as a deed on the date stated at the beginning of this document.

**SCHEDULE**

The freehold property known as land on the north west side of Trocoll House Waking Road Barking IG11 8PD and being the whole of the land registered at the Land Registry under Title Number TGL343096



Executed as a deed by )  
**Coplan Properties Limited** acting by two )  
directors or one director and its company )  
secretary

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/Secretary

Executed as a deed by )  
**Morgan Lloyd Trustees Limited** acting by )  
two directors or one director and its )  
company secretary

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/Secretary

151384

Signed as a deed by **Nicholas Doyle**  
In the presence of

Witness

Name:

Address

Occupation

  
\_\_\_\_\_  
[Signature of party]

**PAUL EDWARDS**

**12 BREWERY SQUARE, LONDON EC1V 4HE**

**CHARTERED ACCOUNTANT**

Signed as a deed by **Nicholas Mellor**  
In the presence of

Witness

Name:

Address

Occupation

)  
)



[Signature of party]



PAUL EDWARDS

12 BREWERY SQUARE, LONDON EC1V 4LE

CHARTERED ACCOUNTANT

Signed as a deed by **Colin McQuestion**  
In the presence of

Witness

Name:

Address

Occupation

)  
)



[Signature of party]



PAUL EDWARDS

12 BREWERY SQUARE, LONDON EC1V 4LE

CHARTERED ACCOUNTANT



