

# MR01

## Particulars of a charge

Oyez

714 204-13

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFil  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR01



A12 \*A28G5P8B\* #280  
15/05/2013  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☐ You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

<b>1</b>	<b>Company details</b>	For official use
Company number	0 1 6 4 2 9 3 2	23 Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Kindplace Limited	

<b>2</b>	<b>Charge creation date</b>
Charge creation date	d 0 d 9 m 0 m 5 y 2 y 0 y 1 y 3

<b>3</b>	<b>Names of persons, security agents or trustees entitled to the charge</b>
Please show the names of each of the persons, security agents or trustees entitled to the charge	
Name	Metro Bank PLC
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below	
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge	

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

The property known as 55 Warren Street London W1T 5NW with Title number LN71531

5

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X

Blake Laphorn

X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge

### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name  
Adam Spencer

Company name  
Blake Laphorn

Address  
Watchmakers Court

33 St John's Lane

Farringdon

Post town  
London

County/Region

Postcode  
E C 1 M 4 D B

Country  
England

DX

Telephone  
02078145445

### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

### Important information

Please note that all information on this form will appear on the public record.

### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 1642932

Charge code. 0164 2932 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th May 2013 and created by KINDPLACE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2013.

P

Given at Companies House, Cardiff on 20th May 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

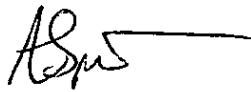
Dated

9<sup>th</sup> of MAY

2013

- (1) KINDPLACE LIMITED and
- (2) METRO BANK PLC

CORPORATE  
LEGAL MORTGAGE  
OVER LAND AT  
55 WARREN STREET, LONDON, W1T 5NW

I CERTIFY THAT SAVE FOR MATERIAL REDACTED  
PURSUANT TO S.859G OF THE COMPANIES ACT  
2006, THIS COPY INSTRUMENT IS A CORRECT COPY  
OF THE ORIGINAL INSTRUMENT THIS 13<sup>TH</sup> DAY  
OF MAY 2013 

BLAKE LAPHORN  
WATCHMAKER COURT  
33 ST JOHN'S LANE  
EC1M 4DB

LAND REGISTRATION ACT 2002

County and District LONDON

TITLE NUMBER LN71531

Property 55 WARREN STREET, LONDON, W1T 5NW

THIS DEED dated 9<sup>th</sup> MAY 2013

is made between

- (1) **KINDPLACE LIMITED**, incorporated and registered in England and Wales with registered number 01642932 whose registered office is at SILVERSTREAM HOUSE 45 FITZROY STREET LONDON W1T 6EB (the **Chargor**), and
- (2) **METRO BANK PLC** whose registered office is at One Southampton Row, London, WC1B 5HA (registered number 6419578) (the **Chargee**)

This Deed witnesses as follows

**1 DEFINITIONS AND INTERPRETATION**

**1.1 In this Deed**

**Charged Property** means the property, assets, debts, rights and undertaking charged to the Chargee by this Deed and includes any part of them or interest in them,

**Encumbrance** means any mortgage, charge, option, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement, lease, tenancy agreement, licence or other encumbrance interest security agreement or arrangement of any kind or any right conferring or purporting to confer a priority of payment,

**Enforcement Event** means the occurrence of any of the events or things referred to in clause 7.2,

**Event of Default** has the meaning ascribed to that term on the Loan Agreement,

**Expenses** means all fees and legal and other costs charges and expenses which the Chargee or any Receiver may charge or incur in relation to the Chargor or this Deed or the Loan Agreement and the preparation, negotiation and creation of this Deed and/or in relation to the Charged Property and/or breach of any provision of, and the protection realisation or enforcement of, this Deed or the Loan Agreement, in each case on a full indemnity basis,

**Full Title Guarantee** has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994,

**Insolvency Event** means (i) the taking of any action for or with a view to the making of an administration order or the appointment of an administrator in respect of the Chargor or any

of its Subsidiaries or (ii) the taking of any action for or with a view to the winding-up, dissolution, liquidation reconstruction or reorganisation of the Chargor or any of its Subsidiaries or (iii) the Chargor or any of its Subsidiaries becomes insolvent or is unable to pay its debts or enters into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding, or in expectation of, insolvency or stops or threatens to stop payments to creditors generally or (iv) an encumbrancer takes possession or an administrator, receiver or manager is appointed of the whole or any material part of the assets of the Chargor or any of its Subsidiaries or (v) a distress, execution, attachment or other legal process being levied or enforced upon or sued against all or any part of the assets of the Chargor or any of its Subsidiaries and which remains undischarged for seven days and includes any equivalent or analogous proceeding by whatever name known in whatever jurisdiction,

**Interest** means interest at the prevailing rate charged to the Chargor by the Chargee from time to time under the Loan Agreement and if there is no such rate at the rate of 3.8% per annum above the base rate from time to time of Metro Bank Plc and so that interest shall be computed and compounded as well after as before any demand made or decree or judgment obtained under this Deed,

**LPA** means the Law of Property Act 1925,

**Loan Agreement** means any agreement or instrument from time to time constituting or evidencing the Secured Liabilities including without limitation the loan agreement or facility letter between the Chargor and Chargee dated 14 February 2013,

**Planning Acts** mean the Town and Country Planning Act 1990 Planning (Listed Buildings and Conservation Areas) Act 1990 Planning (Consequential Provisions) Act 1990 Planning (Hazardous Substances) Act 1990 Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004,

**Property** means the freehold property described in Schedule 1 together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on such property and the proceeds of sale of such assets and the benefit of all warranties guarantees or other agreements from time to time relating to the Property or any such buildings or fixtures,

**Receiver** means a receiver and/or administrator and/or manager (and, if permitted by law, an administrative receiver) and any substitute for any such person and whether appointed under this Deed or pursuant to any statute or otherwise,

**Secured Liabilities** means all or any liabilities which are for the time being and from time to time due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Chargee by any Chargor, including without limitation, pursuant to the Loan Agreement and whether present or future, actual or contingent, and whether incurred solely or jointly, together with Interest, Expenses and all other charges or commission which the Chargee may charge or incur in respect of any of those matters, and

**Security** means the security constituted by this Deed and any other security created or constituted by the Chargor pursuant to or in compliance with any requirement made pursuant to this Deed or the Loan Agreement, and



**Subsidiary** has the meaning given in Section 1159 of the Companies Act 2006

1 2 In this Deed, unless the context otherwise requires

1 2 1 any reference to a clause, sub-clause, schedule or party is to a clause, sub-clause of, or schedules or party to, this Deed,

1 2 2 all references to a statute shall be construed as including references to

(a) any statutory modification, consolidation or re-enactment (whether before or after the date of this Deed) for the time being in force,

(b) all statutory instruments or orders made pursuant to that statute, or

(c) any statutory provisions of which it is a consolidation, re-enactment or modification,

1 2 3 any phrase introduced by the terms 'including', 'include, in particular' or any similar expression is illustrative only and does not limit the sense of the words preceding those terms,

1 2 4 any reference to this Deed or to any other agreement or document shall be construed as references to this Deed or, as the case may be, such other agreement or document, in each case as amended, supplemented, restated or novated from time to time, and

1 2 5 a reference to the singular included the plural and vice versa

1 3 The headings in this Deed are inserted for convenience only and do not affect the interpretation of this Deed

## **2 COVENANT TO PAY**

2 1 The Chargor covenants with the Chargee that it will pay and discharge to the Chargee, the Secured Liabilities immediately on demand as and when the same are expressed to be due for payment in accordance with their respective terms

## **3 SECURITY**

3 1 The Chargor with Full Title Guarantee charge as continuing security for the payment and discharge of the Secured Liabilities

3 1 1 by way of legal mortgage the Property, and

3 1 2 by way of fixed charge all present and future estates, interests, rights and benefits belonging to or enuring to the Chargor under the terms of any lease granted in respect of the Property,

## **4 NEGATIVE PLEDGE**

4 1 The Chargor shall not without the prior written consent of the Chargee

4 1 1 create or permit to subsist or arise any Encumbrance on the Charged Property or any part thereof or

4 1 2 sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or, assign or otherwise dispose of all or any part of the Property

**5 COVENANTS BY THE CHARGOR**

5 1 The Chargor covenants with the Chargee at all times during the continuance of the Security

5 1 1 to keep (or to procure the keeping of) the buildings installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or thereon and other erections from time to time upon the Property in good and substantial repair and when necessary replace the same with items of similar quantity and value,

5 1 2 to keep the buildings installations and structures and all fixtures and fittings situated on the Property and other erections comprehensively insured against all usual risks in their full replacement value all such insurances to be placed with a reputable UK insurer approved by the Chargee in writing with the interest of the Chargee as mortgagee noted thereon

5 1 3 not to allow anything to occur which may make any insurance policy void or voidable and to apply sums received under any insurance policy as the Chargee requires,

5 1 4 to comply in all material respects with the terms of all applicable laws directives and regulations affecting the use, enjoyment or occupation of the Property, including without limitation all environmental laws, legislation relating to public health, town & country planning, control and handling of hazardous substances or wastes, fire precautions and health and safety at work and forthwith to notify the Chargee in writing of any non-performance or non-observance or any alleged non-performance or non- observance

5 1 5 to perform and observe all agreements restrictions stipulations and conditions affecting the Property or the use or enjoyment of it and forthwith to notify the Chargee in writing of any non-performance or non-observance or any alleged non-performance or non- observance

5 1 6 not to apply for nor implement any planning permission in respect of the Property without the consent in writing of the Chargee and if so required by the Chargee in writing (but not otherwise) to apply for any planning permission which may be necessary to make any use of the Property lawful under the Planning Acts,

5 1 7 to manage or procure the management of the Property diligently in accordance with the principles of good estate management and promptly notify the Chargee of any material default by any lessee or other occupier of a Property,

- 5 1 8 ensure that no person
- (a) demolishes any buildings or erections on any Property,
  - (b) makes any structural alteration to any Property, or
  - (c) removes any fixtures from any Property, without the prior consent of the Chargee,
- 5 1 9 to ensure all rates, rents, outgoings and other sums payable out of or in respect of any Property are promptly paid,
- 5 1 10 without the prior written consent of the Chargee, not to carry out or permit to be carried out any development for which planning permission is required at the Property or make (or permit others to make) any application for planning permission, or implement any planning permission,
- 5 1 11 [not to waive, release or vary any term of, or exercises any option or power to break, determine or extend (or agree to do any of the foregoing), of any head lease,
- 5 1 12 not to do anything under its head lease which may result in its forfeiture and must promptly notify the Chargee of anything which may result in the forfeiture or determination of the head lease,
- 5 1 13 not to alter the VAT status of a Property,
- 5 1 14 where the Property is leasehold
- (a) to pay punctually all rents and other charges under, and to perform and observe all covenants and conditions contained in, the applicable lease to be paid performed and observed by the lessee, and
  - (b) to enforce the due observance and performance of all obligations of all other parties to the lease,
- 5 1 15 to notify the Chargee of the occurrence of any Enforcement Event forthwith upon becoming aware of the same

## **6 POWER TO REMEDY**

If the Chargor fails to perform or observe any covenant agreement or condition on their part contained in this Deed it shall be lawful for but not obligatory for the Chargee to make good such failure in whole or in part and at the Chargor's cost to remedy such failure

## **7 ENFORCEMENT EVENT AND ENFORCEMENT**

- 7 1 This Security shall be enforceable immediately upon the occurrence of an Enforcement Event, and the Secured Liabilities shall become immediately due and payable to the extent not already due or demanded in accordance with their terms

**7 2 The following are Enforcement Events**

- 7 2 1** the failure by any Chargor to pay on the due date the Secured Liabilities or any part of them,
- 7 2 2** the occurrence of an Event of Default other than as described in clause 7 2 1 above, and
- 7 2 3** the occurrence of an Insolvency Event

**7 3** Section 103 LPA shall not apply to this Deed nor to any sale by the Chargee or a Receiver under that Act and the Secured Liabilities shall be deemed to have become due, and the statutory power of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under this Deed) shall as between the Chargee or such Receiver and a purchaser from the Chargee or such Receiver arise and be exercisable at any time after the execution of this Deed provided that the Chargee shall not exercise this power of sale an Enforcement Event shall have occurred but this proviso shall not affect a purchaser or put him upon enquiry as to whether such monies have become payable or as to whether an Enforcement Event has occurred

**8 APPOINTMENT AND POWERS OF RECEIVER**

**8 1** The Chargee shall be entitled to appoint in writing under hand any person or persons to be a Receiver of all or any part of the Charged Property (and where more than one Receiver is appointed they may be given power to act either jointly or severally) at any time after the occurrence of an Enforcement Event,

**8 2** The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place

**8 3** The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall each alone be personally liable for their acts defaults omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to, but without limiting any general powers referred to above (and without prejudice to any of the Chargee's powers or the generality of the foregoing) the Receiver shall have power in the name of the Chargor or otherwise to do the following things namely

- 8 3 1** to take possession of collect and get in all or any part of the Charged Property and for that purpose to take any proceedings as he shall think fit,
- 8 3 2** to sell, lease surrender or accept surrenders of leases, charge or otherwise deal with or dispose of the Charged Property without restriction including (without limitation) power to sever, and dispose of any fixtures or chattels separately from the land
- 8 3 3** to make and effect all repairs and improvements to the Property,
- 8 3 4** to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit,

8 3 5 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do

8 4 All of the powers of the Receiver under this Deed may be exercised by the Chargee at any time after the Secured Liabilities have become due, whether as attorney of the Chargor or otherwise, and whether or not a Receiver has been appointed

8 5 All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this Deed shall be applied

8 5 1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it),

8 5 2 second in paying the remuneration of any Receiver (as agreed between him and the Lender),

8 5 3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine, and

8 5 4 finally in paying any surplus to the Chargor or any other person entitled to it

8 6 Neither the Lender nor any Receiver shall be bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities

#### **9 CHARGEES LIABILITY**

In no circumstances shall the Chargee be liable to account to the Chargor as mortgagee in possession or otherwise for any moneys not actually received unconditionally and irrevocably by the Chargee

#### **10 PROTECTION OF THIRD PARTIES**

Any purchaser or any other person dealing with the Chargee 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 Deed 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 Chargee or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Chargee or any Receiver

#### **11 FURTHER ASSURANCE AND POWER OF ATTORNEY**

11 1 The Chargor shall from time to time execute and do all such assurances and things as the Chargee may reasonably require for perfecting this Security and, after the monies secured by this Deed shall have become payable, for facilitating the realisation of all or any part of the Charged Property and for exercising all powers, authorities and discretions conferred by this Deed or by law on the Chargee or any Receiver appointed by it

11 2     The Chargor by way of security for the payment of the Secured Liabilities irrevocably appoints the Chargee to be the attorney of the Chargor to execute and do any things which the Chargor ought to execute and do under this Deed and generally to use the name of the Chargor in the exercise of all or any of the powers conferred on the Chargee or any Receiver appointed by it under this Deed and to delegate all or any of the powers conferred by this Deed upon it to any Receiver appointed by it or to such other person or persons as it may in its absolute discretion think fit. The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted or referred to in this Deed

**12       CHARGEES RIGHTS**

12 1     All powers of the Receiver may be exercised by the Chargee whether as attorney of the Chargor or otherwise

12 2     The Chargor agrees that at any time after this Charge becomes enforceable the Chargee may as agent of the Chargor remove and sell any chattels on the Property and the Chargee shall have the right to retain or set-off such proceeds of sale against any indebtedness of the Chargor to the Chargee

12 3     The Chargee shall on receiving notice that the Chargor has encumbered or disposed of the Charged Property or any part of it or any interest in it be entitled to close any account or accounts of the Chargor and to open a new account or accounts with the Chargor and (without prejudice to any right of the Chargee 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 Chargee on any such closed account. If the Chargee 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 Chargor to the Chargee 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 Chargor to the Chargee when it received such notice

12 4     The Chargee may, without notice to the Chargor and without prejudice to any other right of the Chargee under the General Law, set off any Secured Liabilities which are due and unpaid against any obligation (whether or not matured) owed by the Chargee to the Chargor

12 5     The Chargee may, but shall not be obliged so to do, and in addition and without prejudice to any other right of the Chargee rights under the general law, without notice to the Chargor apply any credit balance (whether or not then due) which is at any time held by the Chargee for the account of the Chargor or towards satisfaction of the Secured Liabilities of any of them

12 6     The Chargee may place and retain on a suspense account for as long as it considers fit any moneys received, recovered or realised under or in connection with this Deed without any obligation on the part of the Chargee to apply the same in or towards the discharge of the Secured Liabilities

**13 CONTINUING SECURITY**

13 1 The Security shall be a continuing security to the Chargee notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Chargee may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged

13 2 Section 93 of the LPA shall not apply to this Deed or the Security

**14 NOTICES**

Every notice demand or other communication under this Deed shall be in writing and may be delivered personally or by letter or facsimile or email to the address for such party contained in this Deed, or such address and/or facsimile number and/or email address as may be notified in accordance with this clause 14 by the relevant party to the other party for such purpose

**15 MISCELLANEOUS**

15 1 No delay or omission on the part of the Chargee in exercising any right or remedy under this Deed 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 Deed of that or any other right or remedy

15 2 The Chargee's rights under this Deed are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Chargee deems expedient

**16 REGISTERED LAND**

The Chargor consents to the entry of the following restriction against the Chargor's title to the Property at the Land Registry and shall provide the Chargee with all necessary assistance and/or documentation to permit entry of the 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 9<sup>th</sup> MAY 2013 in favour of Metro Bank Plc referred to in the charges register, or their conveyancer "

**17 LAW AND JURISDICTION**

This Deed is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts

**IN WITNESS WHEREOF** this document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it

Signed as a Deed by **KINDPLACE LIMITED** acting by a  
director and its secretary or by two directors

\_\_\_\_\_  
Director

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

Signed for and on behalf of **METRO BANK PLC** acting  
by its duly authorised signatory

\_\_\_\_\_



**Schedule 1**  
**(the Property)**

The property known as **55 WARREN STREET, LONDON, W1T 5NW** as the same is registered at HM Land Registry with Title No **LN71531** and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situated on it