



Registration of a Charge

Company name: **PETERMAN ASSOCIATES LIMITED**

Company number: **02951251**



X7XVGHDM

Received for Electronic Filing: **25/01/2019**

Details of Charge

Date of creation: **14/01/2019**

Charge code: **0295 1251 0001**

Persons entitled: **PETERMAN PROPERTIES LIMITED**

Brief description: **FREEHOLD PROPERTY KNOWN AS PART OF 2 EARDLEY ROAD,
LONDON SW16 6BP OUT OF THE WHOLE TITLE WHICH IS REGISTERED
AT THE LAND REGISTRY UNDER TITLE NUMBER TGL68920**

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: **ROBERT PERMUTT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2951251

Charge code: 0295 1251 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th January 2019 and created by PETERMAN ASSOCIATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th January 2019 .

Given at Companies House, Cardiff on 28th January 2019

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: 14TH JANUARY 2019

BETWEEN:

(1) PETERMAN PROPERTIES LIMITED

(2) PETERMAN ASSOCIATES LIMITED

LEGAL CHARGE

over

**Part of 2 Eardley Road
Streatham
London
SW16 6BP**

**SBP LAW
Glade House
52 – 54 Carter Lane
London EC4V 5EF
DX: 1030 LDE
Tel: 020 7332 2222
Fax: 020 7236 2112**

THIS LEGAL CHARGE made by way of Deed the 14th day of January 2019

BETWEEN:

- (1) **PETERMAN PROPERTIES LIMITED** (Company Registration No. 00770577) of 67 Westow Street, Upper Norwood, London, SE19 3RW ("the **Mortgagees**") of the other part
- (2) **PETERMAN ASSOCIATES LIMITED** (Company Registration No. 02951251) of 63-65 Herne Hill, Herne Hill, London, SE24 9NE ("the **Mortgagors**") of the one part and

WITNESSES and it is agreed and declared as follows:

1. This charge shall be security for the payment and discharge of the monies and liabilities hereinafter defined
2. The words "monies and liabilities" used herein mean all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to THE MORTGAGEES by THE MORTGAGORS whether actually or contingently and whether presently or in the future including interest commission and other proper charges and expenses to include all costs of recovery of such monies or liabilities on an indemnity basis on the basis of indebtedness pursuant to a Loan Agreement dated the [] day of [] 2019 made between THE MORTGAGEES as "Lender" and THE MORTGAGORS as the "Borrower". In any event the capital loan of **ONE HUNDRED AND NINETY THOUSAND POUNDS (£190,000.00)** together with all interest and all other costs and expenses as detailed above shall be repaid by the fifth anniversary of the Loan Agreement in default of which there will be deemed to be an event of default entitling THE MORTGAGEES to repossess the Property (as hereinafter defined) and/or to sell the same in order to recover all monies and liabilities.
3. Where there are two or more persons comprised in the expression "THE MORTGAGORS" the covenants expressed to be made and the security given by THE MORTGAGORS shall be deemed to be made and given by such persons jointly and severally but notices given by THE MORTGAGORS may be given by any one such person and if so given shall be effective as if given by each such person.
4. THE MORTGAGORS acknowledges that in the absence of express written agreement by THE MORTGAGEES to the contrary, all monies and liabilities shall be due and payable to THE MORTGAGEES upon demand.

5. THE MORTGAGORS as beneficial owner with full title guarantee HEREBY CHARGES to THE MORTGAGEES as continuing security with the payment and discharge of all monies and liabilities by way of LEGAL MORTGAGE the property described in the First Schedule hereto together with all fixtures and fittings now or at any time hereafter on the property ("the Property") with the intent that the security hereby constituted shall extend to and include THE MORTGAGORSs beneficial interest in the Property or in the proceeds of sale thereof subject only to the encumbrances (if any) referred to in the Second Schedule hereto together with

- (i) any share in any management company or superior legal title to the property:
- (ii) the benefit of all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating to the Property:
- (iii) The goodwill of THE MORTGAGORS in relation to any business from time to time carried on at the Property.

6. THE MORTGAGORS HEREBY COVENANT with THE MORTGAGEES that THE MORTGAGORS will not at any time during the subsistence of the security hereby created, create or permit to subsist any mortgage charge pledge lien or other encumbrance in relation to the Property securing any obligation of any person without the prior consent of THE MORTGAGEES and in respect of any part of or interest in the Property title to which is registered at the Land Registry THE MORTGAGORS HEREBY APPLIES to the Chief Land Registrar to enter the following restriction on the Proprietorship Register of the title to the Property:

"No disposition of the registered estate by the proprietor is to be registered without a written consent signed by the proprietor for the time being of the Legal Charge dated the [] day of [] 2018 in favour of PETERMAN PROPERTIES LIMITED referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer"

7. Until this Charge is discharged, THE MORTGAGORS HEREBY COVENANTS with THE MORTGAGEES that THE MORTGAGORS will:

- a. Keep all buildings on the Property and all fixtures and fittings and (in the case of business premises) plant and machinery therein in good and substantial repair and condition and insure (or cause to be insured in the case of leasehold property wherein the lessor insures) all such buildings fixtures and fittings plant and machinery with an insurer of repute on a comprehensive basis or against such risks and upon such terms as THE MORTGAGEES may require and will procure that the interest of THE MORTGAGEES is noted upon such policies of insurance and will produce all such policies of insurance and evidence of payment of the premium therefor to THE MORTGAGEES upon request
- b. Apply all monies received under any such policies of insurance to the reinstatement and repair of the Property fixtures and fittings and plant and machinery or alternatively if so required by THE MORTGAGEES to pay all such monies to THE MORTGAGEES towards discharge or reduction of

any of the monies and liabilities and if such monies shall have been paid direct to THE MORTGAGEES to hold the same UPON TRUST for the benefit of THE MORTGAGEES and to account to THE MORTGAGEES accordingly.

- c. Not without the prior written consent of THE MORTGAGEES pull down or remove the whole or any part of the buildings forming the Property or sever or unfix or remove any of the fixtures thereto nor (except for the purpose of effecting necessary repairs thereto or of replacing the same with new or improved models or substitutes) remove any of the plant and machinery thereon belonging to or in use by THE MORTGAGORS and will whenever any of the said plant and machinery is destroyed or damaged or deteriorates forthwith repair replace and make good the same.
- d. In the case of leasehold property perform and observe all of the covenants restrictions and conditions on the part of the lessee in the lease and in any superior lease
- e. Not without the prior written consent of THE MORTGAGEES grant or agree to grant any licence lease or tenancy affecting all or any part of the Property and not to share possession or occupation of the same nor in any other way dispose or agree to dispose of or create any legal or equitable estate or interest in the Property or any part thereof
- f. Procure that no person shall be registered under the Land Registration Act 1925 to 1988 (or any statutory re-enactment or amendment thereof) as proprietor of the Property or any part thereof without the prior written consent of THE MORTGAGEES and THE MORTGAGORS shall be liable for the costs incurred by THE MORTGAGEES in lodging from time to time, cautions against the registration of title to all or any part of the Property
- g. Not without the prior written consent of THE MORTGAGEES carry out or permit or suffer to be carried out on the Property any development as defined in the Town & Country Planning Act 1990 or change or permit or suffer to be changed the user of the Property.
- h. Procure that no person shall become entitled to assert any proprietary or other like interest right or other matter over the Property without prior written consent of THE MORTGAGEES

8. THIS CHARGE SHALL BECOME ENFORCEABLE:

- a.) If any of the monies and liabilities shall not be paid or discharged (whether on demand or at a scheduled maturity or by acceleration or otherwise as the case may be); or
- b.) If THE MORTGAGORS shall be in breach of any of the obligations binding THE MORTGAGORS under this Charge and such breach (if capable of remedy) has not been remedied to the satisfaction of THE MORTGAGEES before the expiration of ten days' notice calling upon THE MORTGAGORS to do so has been given by THE MORTGAGEES; or
- c.) If THE MORTGAGORS is or includes an individual upon THE MORTGAGORS or such individual entering into any composition or arrangement for the benefit of his creditors or if they enter into bankruptcy; or

- d.) If THE MORTGAGORS is or includes a body corporate upon the making of an order for the winding up or receivership of such body corporate or the passing of a resolution by such body corporate of voluntary winding up (save for the purpose of reconstruction or amalgamation only and with the prior written consent of THE MORTGAGEES) or if such body corporate shall enter into any composition or arrangement for the benefit of its creditors; or
- e.) If any encumbrancer shall take possession of the Property or any part thereof or any secured creditor of THE MORTGAGORS shall seek to enforce their security in respect of the Property or any part thereof or if any other event shall occur which puts in jeopardy all or any part of the security afforded by this Charge

AND UPON NOTICE thereof being given to THE MORTGAGORS by THE MORTGAGEES and at any time thereafter (whether or not any of the above events is continuing) the powers of sale and of appointing a receiver conferred by Section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by THE MORTGAGEES free from the restrictions contained in Sections 103 and 109 of the Act.

- 9. If THE MORTGAGEES enters into possession of the Property under the provisions of this Charge it shall not be accountable to THE MORTGAGORS as a mortgagee in possession on the footing of wilful default
- 10. A Receiver appointed by THE MORTGAGEES under this Charge shall be the Agent of THE MORTGAGORS and THE MORTGAGORS shall be solely responsible for the Receiver's acts and remuneration as well as for any further defaults committed and further the Receiver shall in addition to the powers conferred on him by the Law of Property Act 1925 have power (if THE MORTGAGEES so directs):
 - a. To sell the Property in such manner and generally upon such terms and conditions as he thinks fit and to convey the same in the name and on behalf of THE MORTGAGORS;
 - b. To do all such acts and things as an absolute owner could do in the management of the Property and in particular:-
 - i. to borrow from THE MORTGAGEES such monies as he may require and such monies shall be monies due from THE MORTGAGORS to THE MORTGAGEES;
 - ii. to compromise or settle any claims arising out of or against the Property;
 - iii. to undertake or complete any works of repair building or development on the property;
 - iv. to grant or accept surrenders of any leases or tenancies affecting the Property upon such terms and subject to such conditions as he thinks fit;
 - v. to carry on such trade or business as has from time to time been carried out upon the Property;

- vi. to provide services and employ or engage such managers contractors and other personal and professional advisors on such terms as he deems expedient;
 - vii. to make such elections for value added tax purposes as he thinks fit;
- c. To charge such sum by way of remuneration (in addition to all costs charges and expenses incurred by him) as THE MORTGAGEES may prescribe or agree with the Receiver.

AND the Receiver shall apply all monies received by him (other than insurance monies) first in discharge of all rents taxes rates and outgoings whatever affecting the Property; second in keeping down all annual sums or other payments and the interest on all principal sums having priority to the monies and liabilities secured by this Charge and third in paying his remuneration and discharging all costs charges and expenses incurred by him and shall pay the balance of such monies to THE MORTGAGEES to the intent that the provisions of Section 109(A) of the Law of Property Act 1925 shall be varied accordingly.

11. THE MORTGAGORS hereby irrevocably APPOINTS THE MORTGAGEES and each and every Receiver appointed by THE MORTGAGEES under the provisions of this Charge the Attorney of THE MORTGAGORS and in the name and on behalf of THE MORTGAGORS and as THE MORTGAGORSs act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which such Receiver or THE MORTGAGEES may consider expedient in the exercise of any of his or its powers or in respect of THE MORTGAGORSs obligations under this Charge. The Power of Attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.
12. At any time after this Charge shall have become enforceable THE MORTGAGEES or any Receiver appointed by THE MORTGAGEES under this Charge may dispose of any chattels or produce found on the Property as agent for THE MORTGAGORS and without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, THE MORTGAGEES or such Receivers shall be indemnified by THE MORTGAGORS against any liability arising from such disposal.
13. For the purpose of or pending the discharge of any of the monies and liabilities THE MORTGAGEES may convert any monies received recovered or realised by THE MORTGAGEES under this Charge (including the proceeds of any previous conversion under this clause) from their existing currencies of denomination into such other currency of denomination as THE MORTGAGEES may think fit and any such conversion shall be effected at the then prevailing spot selling rate of exchange for such other currencies against the existing currency as THE MORTGAGEES shall determine. Each previous reference in this clause to currencies extends to funds of that currency and for the avoidance of doubt funds of one currency may be converted into different funds of the same currency.

14. THE MORTGAGEES may at any time without discharging or otherwise affecting this Charge for the security hereby created:
- a. Vary the terms of or renew or determine any credit or other facilities made or to be made available to THE MORTGAGORS by THE MORTGAGEES;
 - b. Take such security (whether by way of mortgage guarantee or otherwise) in respect of all or any of the monies and liabilities as it may from time to time think fit;
 - c. Exchange release modify refrain from perfecting or enforcing or otherwise deal with any such security it may hold grant time or indulgence to or compound with THE MORTGAGORS or any other person; and
 - d. Do or omit to do any other act or thing which but for this provision might discharge or otherwise affect this Charge or the security hereby created
15. Neither this Charge nor the security hereby created shall be discharged or otherwise affected by the total or partial invalidity or unenforceability of or any irregularity or defect in any security (whether by way of mortgage guarantee or otherwise) THE MORTGAGEES may hold in respect of all or any of the monies and liabilities and THE MORTGAGORS hereby agrees to indemnify THE MORTGAGEES against all loss occasioned by or arising from any legal limitation disability or want of capacity of or affecting THE MORTGAGORS or any person acting or purporting to act on behalf of THE MORTGAGORS (including any want of authority in such person) in respect of all or any of the monies and liabilities PROVIDED ALWAYS that THE MORTGAGEES shall not enforce the indemnity hereby given by THE MORTGAGORS except by the realisation and payment out of the proceeds of sale of the Property.
16. The Charge and the security hereby created shall cover the full amount of the monies and liabilities existing from time to time and so long as this Charge remains in effect THE MORTGAGORS shall not unless the monies and liabilities have been paid and discharged in full be entitled to share in or succeed to or benefit from (by way of subrogation or otherwise) any rights THE MORTGAGEES may have or any security (whether by way of mortgage guarantee or otherwise) THE MORTGAGEES may hold or all or any of the proceeds thereof or until the monies and liabilities have been so paid and discharged shall THE MORTGAGORS exercise enforce or seek to enforce without the prior written consent of THE MORTGAGEES any rights it may have against THE MORTGAGORS or any other person arising by reason of THE MORTGAGEES's receipt or recovery of, or the payment and discharge of part only of the monies and liabilities provided that any monies received recovered or realised by THE MORTGAGORS in or as a result of the exercise of such rights (whether with or without THE MORTGAGEES's consent) shall be held by THE MORTGAGORS as Trustee upon trust to apply the same as if they were monies received recovered or realised by THE MORTGAGEES under this Charge.
17. A certificate of a manager or officer of THE MORTGAGEES as to the amount for the time being of the monies and liabilities due owing or incurred to THE

MORTGAGEES by THE MORTGAGORS shall be conclusive for all purposes against THE MORTGAGORS.

18. This Charge and the security hereby created shall be a continuing security and shall remain in full force and effect until discharged by THE MORTGAGEES.
19. THE MORTGAGORS shall pay on a full indemnity basis all costs charges and expenses in any way incurred by THE MORTGAGEES in relation to this Charge (including the costs of any proceedings in relation to this Charge or the monies and liabilities).
20. Any monies and liabilities due owing or incurred from THE MORTGAGORS to THE MORTGAGEES under this Charge shall bear interest at the rate of 10% per annum until the date of payment thereof and such interest shall be computed on a daily basis.
21. Where monies and liabilities secured by this Charge have been paid to THE MORTGAGEES, THE MORTGAGEES may retain this instrument of Charge and the title documents to the Property for such period as THE MORTGAGEES in its absolute discretion thinks fit for the purpose of satisfying itself that such payment will not be challenged whether as a preference or otherwise howsoever; and retaining the benefit of this security in the event of such challenge.
22. Any demand or notice under this Charge may be made or given by the manager or officer of THE MORTGAGEES by letter addressed to THE MORTGAGORS and delivered to THE MORTGAGORS (or any office of THE MORTGAGORS if a body corporate) or sent by first class post or left at the Property or at the address of THE MORTGAGORS as recited in this Deed and if sent by post shall be deemed to have been received by THE MORTGAGORS on the day following the date of posting (save if that day shall be a Sunday or Bank Holiday).
23. The rights and remedies of THE MORTGAGEES herein provided are in addition to and not in substitution for any rights or remedies provided by law.
24. The restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this charge.
25. THE MORTGAGORS HEREBY WAIVES any right of set off they have now or may have in the future in respect of the monies and liabilities or in respect of sums payable by THE MORTGAGORS under this Charge.
26. THE MORTGAGEES may at any time assign or otherwise transfer some or all of its rights benefits and obligations under this Charge.
27. Where the context so admits;
 - a. The expression "THE MORTGAGORS" shall include any person from time to time deriving title under THE MORTGAGORS and the expression

"THE MORTGAGEES" shall include its successors transferees and assigns to the extent of their respective rights and benefits;


- b. Any reference herein to a person shall include a body corporate;
- c. Any reference herein to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force;
- d. References to the singular shall include the plural and vice versa, the use of the male pronoun shall include the female and the neuter and the use of the neuter pronoun shall include both male and female.

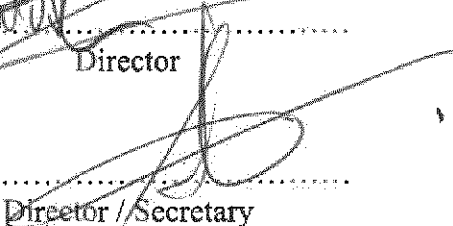
28. The Guarantor (if any) hereby guarantees directly with THE MORTGAGEES THE MORTGAGORS's performance of all terms and conditions to be observed and performed by THE MORTGAGORS as set out in this Deed to include payment of any liabilities due to THE MORTGAGEES and agrees to all terms and conditions set out herein made between THE MORTGAGORS and THE MORTGAGEES and to observe and perform the same as if each clause substituted the covenants of the Guarantor in place of the covenants of THE MORTGAGORS.

IN WITNESS whereof this document which is intended to take effect as a Deed has been duly executed by THE MORTGAGORS and is hereby delivered the day and year first above written


THIS IS AN IMPORTANT LEGAL DOCUMENT. THE MORTGAGEES STRONGLY RECOMMEND THAT BEFORE SIGNING IT YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE.

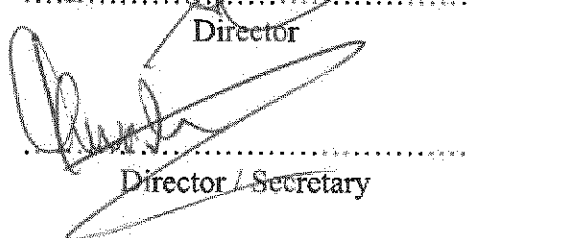
Executed as a Deed by the said
PETERMAN ASSOCIATES LIMITED
acting by a Director and its Secretary
or by two Directors


.....
Director


.....
Director / Secretary

Executed as a Deed by the said
PETERMAN PROPERTIES LIMITED
acting by a Director and its Secretary
or by two Directors


.....
Director


.....
Director / Secretary

THE FIRST SCHEDULE

Description of the Property

The land being part of
2 Eardley Road, Streatham, London, SW16 6BP
as shown edged red on the attached plan

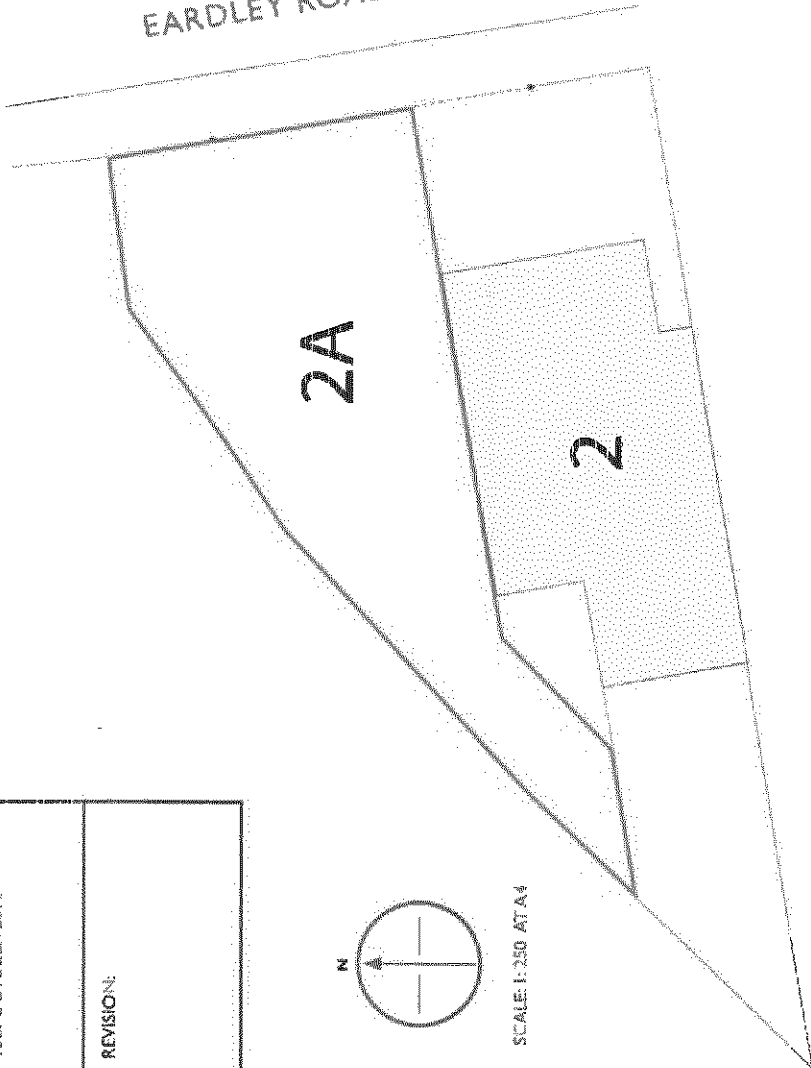
THE SECOND SCHEDULE

Prior Mortgages or Charges

None



Andrick S. Peterson
John Elliott - Nabarro
 EARDLEY ROAD



SCALE: 1:250 AT A4

DRAWING TITLE:	2A EARDLEY ROAD LONDON SW16 6BP
DATE:	16th OCTOBER 2012
REVISION:	



OFFICE: 0203 637 0150
 EMAIL: sales@leaseplanners.co.uk

RED OUTLINED AREAS REPRESENT
 THE PROPOSED PROPERTY - 2A
 EARDLEY ROAD, LONDON, SW16 6BP



SCALE: For the plan to be to scale, the above scale bar must measure correct when printed (for example 5cm)

SCALE: 1:1250 AT A4

