

# MR01

## Particulars of a charge



Companies House

101214/13

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

You can use the WebFiling service to file this form online.  
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 there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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 must be scanned and placed on the public record. **Do not send the original**

WEDNESDAY



\*A4LDNI6B\*

A17

02/12/2015

#409

COMPANIES HOUSE

For official use

### 1 Company details

Company number 08116420

Company name in full HAYWOODS CAPITAL INVESTMENTS LIMITED

#### → Filing in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 27 11 2015

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name SECURITY TRUSTEE SERVICES LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

## Particulars of a charge

4

## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

29 STOKENCURCH STREET, FULHAM, LONDON SW6 3TS  
REGISTERED AT LAND REGISTRY WITH TITLE NUMBER  
LN150722

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

## Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge?  
Please tick the appropriate box

☒ Yes☐ No

8

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



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

MR01

## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **NATO ZONDAGH**

Company name **EXCELSIOR SOLICITORS**

Address **CHESTER HOUSE**

**81-83 FULHAM HIGH STREET**

Post town **FULHAM**

County/Region **LONDON**

Postcode **S W 6 3 J A**

Country **UK**

DX

Telephone **0203 705 5811**

**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: 8116420

Charge code: 0811 6420 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th November 2015 and created by HAYWOODS CAPITAL INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2015

P

Given at Companies House, Cardiff on 8th December 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

27<sup>th</sup> d  
DATED 26<sup>TH</sup> NOVEMBER 2015

HAYWOODS CAPITAL INVESTMENTS LIMITED

and

RETAIL MONEY MARKET LIMITED (ACTING FOR AND ON BEHALF OF RATESETTER  
LENDERS)

and

SECURITY TRUSTEE SERVICES LIMITED

## LEGAL MORTGAGE

relating to

29 Stokenchurch Street, Fulham, London SW6 3TS

EXCELSIOR  
Solicitors  
Chester House, 81-83 Fulham High Street, Fulham  
London SW6 3JA  
Tel 0203 705 5811 Fax 0207 900 2706  
www.excelsiorsolicitors.co.uk  
This firm is regulated by the Solicitor's Regulation Authority  
Of England and Wales with number 532919  
I, *Jonathan Woodroffe*  
a Solicitor in England and Wales  
HEREBY CERTIFY this to be a true copy of the original

*d*

## **CONTENTS**

---

### **CLAUSE**

1	Definitions and interpretation	1
2	Loan	3
3	Covenant to pay	3
4	Grant of security	3
5	Perfection of security	4
6	Representations and warranties	4
7	Covenants	4
8	Powers of the Lender	4
9	Enforcement of security	4
10	Costs and indemnity	4
11	Release	5
12	Assignment and transfer	5
13	Continuing security	5
14	Notices	6
15	Governing law	7

### **SCHEDULE**

SCHEDULE 1 PROPERTY	8
---------------------	---

SCHEDULE 2 REPRESENTATIONS AND WARRANTIES	9
---	---

1	Ownership of Property	9
2	No Encumbrances	9
3	Adverse claims	9
4	Adverse covenants	9
5	No breach of laws	9
6	No interference in enjoyment	9
7	No overriding interests	9
8	Avoidance of security	9
9	No prohibitions or breaches	9

SCHEDULE 3 COVENANTS	10
----------------------	----

Part 1	General covenants	10
1	Negative pledge and disposal restrictions	10
2	Preservation of Property	10
3	Enforcement of rights	10
4	Compliance with laws	10
5	Notice of breaches	10
Part 2	Property covenants	10
1	Repair and maintenance	10
2	No alterations	11
3	Development restrictions	11
4	Insurance	11
5	Insurance premiums	11

6	No invalidation of insurance	12
7	Insurance Policies' proceeds	12
8	Leases and licences affecting the Property	12
9	No restrictive obligations	12
10	Proprietary rights	13
11	Compliance with and enforcement of covenants	13
12	Notices or claims relating to the Property	13
13	Payment of Outgoings	13
14	Inspection	13

SCHEDULE 4 POWERS OF THE MORTGAGEE	14
------------------------------------	----

1.	Power to remedy	14
2	Exercise of rights	14

SCHEDULE 5 EVENTS OF DEFAULT	15
------------------------------	----

1	Non-payment	15
2	Non-compliance	15
3	Misrepresentation	15
4	Insolvency	15

THIS DEED is dated <sup>27<sup>th</sup></sup> ~~30<sup>th</sup>~~ NOVEMBER 2015

## **PARTIES**

- (1) **HAYWOODS CAPITAL INVESTMENTS LIMITED** (company registration number 08116420) whose registered office is at 22 Candlemakers, 112 York Road, London, SW11 3RS (**BORROWER**)
- (2) **HAYWOODS CAPITAL INVESTMENTS LIMITED** (company registration number 08116420) whose registered office is at 22 Candlemakers, 112 York Road, London, SW11 3RS (**MORTGAGOR**)
- (3) **RETAIL MONEY MARKET LIMITED** (acting for and on behalf of RateSetter Lenders) (company registration number 07075792) whose registered office is 406 Great Guildford Business Square 30 Great Guildford Street London SE1 0HS (**LENDER**)
- (4) **SECURITY TRUSTEE SERVICES LIMITED** (company registration number 08492303) whose registered office is 406 Great Guildford Business Square 30 Great Guildford Street London SE1 0HS (**MORTGAGEE**)

## **BACKGROUND**

- (A) The Lender has agreed to provide the Borrower with the Loan on a secured basis
- (B) The Mortgagor is the owner of the Property
- (C) This mortgage provides security which the Mortgagor has agreed to give the Mortgagee for the Loan made to the Borrower by the Lender
- (D) The Loan will be repaid by the Borrower on the Repayment Date or earlier as agreed between the parties

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

The definitions and rules of interpretation in this clause apply in this mortgage

**Business Day:** a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London

**Encumbrance:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect

**Event of Default:** any event or circumstance listed in *Schedule 5*

**Credit Agreement:** the agreement to be entered into by the Lender and the Borrower on or about the date of this Deed pursuant to which the Lender shall make available Loans to the Borrower

**Loan:** all monies debts and liabilities of any nature from time to time due, owing or incurred by the Borrower to the Lender in connection with any present or future credit facilities provided by the Lender to the Borrower

**LPA 1925:** the Law of Property Act 1925

**Property:** the freehold property owned by the Mortgagor described in *Schedule 1*

**Repayment Date.** the date referred to for repayment within the Credit Agreement as the same may be amended from time to time by agreement between the parties

**RateSetter Lenders:** means a lender (or lenders) who lend money to a borrower (or borrowers) through the RateSetter platform

**Secured Liabilities:** all present and future monies, obligations and liabilities owed by the Borrower to the Lender and/or the Mortgagee under or in connection with the Loan and all present and future monies, obligations and liabilities owed by the Mortgagor to the Lender and/or the Mortgagee under or in connection with the this mortgage

**Security Period** the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

## 12 Interpretation

In this legal mortgage

- (a) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts,
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders,
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular;
- (d) a reference to a clause or Schedule is to a clause of, or Schedule to, this mortgage and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires,
- (e) a reference to **this mortgage** (or any provision of it) or any other document shall be construed as a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties,
- (f) a reference to a **person** shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person,
- (g) a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly), and

- (h) clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage
- (i) if there is an inconsistency between a defined term in this mortgage and in the Agreement, the provisions of this mortgage shall prevail

### **1 3 Nature of security over real property**

A reference in this mortgage to a charge or mortgage of, or over, the Property includes

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time,
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property,
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Mortgagor in respect of the Property and any monies paid or payable in respect of those covenants, and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property

### **1 4 Third party rights**

A third party (being any person other than the Borrower, the Mortgagor the Lender, the Mortgagee and its permitted successors and assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this mortgage

### **1 5 Schedules**

The Schedules form part of this mortgage and shall have effect as if set out in full in the body of this mortgage Any reference to this mortgage includes the Schedules

## **2. LOAN**

The Lender provides to the Borrower the Loan on the terms and subject to the conditions of this mortgage

## **3. COVENANT TO PAY**

The Mortgagor shall, on demand, pay to the Lender, (and/or the Mortgagee at the Lender's direction) and discharge the Secured Liabilities on the Repayment Date or, if earlier, on an Event of Default

## **4. GRANT OF SECURITY**

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor charge the Property, with full title guarantee, to the Mortgagee by way of first legal mortgage

**5 PERFECTION OF SECURITY**

The Mortgagor consents to an application being made by the Mortgagee to the Land Registrar for the following restriction in Form P to be registered against its title to the Property

"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 [26 NOVEMBER 2015] in favour of Security Trustee Services Limited referred to in the charges register or their conveyancer "

**6 REPRESENTATIONS AND WARRANTIES**

The Mortgagor represents and warrants to the Lender and the Mortgagee in the terms set out in *Schedule 2* on each day during the Security Period

**7 COVENANTS**

The Mortgagor covenants with the Lender and Mortgagee in the terms set out in *Schedule 3*

**8 POWERS OF THE MORTGAGEE**

The Mortgagee shall have the powers set out in *Schedule 4*

**9 ENFORCEMENT OF SECURITY**

**9.1 When security becomes enforceable**

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Mortgagee and a purchaser from the Mortgagee, arise on and be exercisable at any time after the execution of this mortgage, but the Mortgagee shall not exercise such power of sale or other powers until an Event of Default occurs (whether or not such an Event of Default is still continuing) whereupon it shall become immediately exercisable

**9.2 When statutory powers arise**

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage

**10. COSTS AND INDEMNITY**

The Mortgagor shall pay to, or reimburse the Mortgagee on its own behalf and on behalf of the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Mortgagee, in relation to

This mortgage or the Property

Suing for, or recovering, any of the Secured Liabilities

Including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Mortgagor in performing any of their obligations under this mortgage

**11. RELEASE**

On the expiry of the Security Period (but not otherwise), the Mortgagee shall, at the request and cost of the Mortgagor, take whatever action is necessary to release the Property from the security constituted by this mortgage

**12. ASSIGNMENT AND TRANSFER**

**12 1 Assignment by the Lender and Mortgagee**

- (a) At any time, without the consent of the Borrower, the Lender and/or the Mortgagee may assign or transfer any or all of its rights and obligations under this deed
- (b) The Lender and/or the Mortgagee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Property and this deed that the Lender and/or the Mortgagee considers appropriate

**12 2 Assignment by the Borrower and Mortgagor**

The Mortgagor may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person

**13. CONTINUING SECURITY**

**13 1 Continuing security**

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Mortgagee discharges this mortgage in writing

**13 2 Rights cumulative**

The rights and powers of the Mortgagee conferred by this mortgage are cumulative, may be exercised as often as the Mortgagee consider appropriate, and are in addition to its rights and powers under the general law

**13 3 Waivers**

Any waiver or variation of any right by the Mortgagee (whether arising under this mortgage or under the general law) shall only be effective if it is in writing and signed

by the Mortgagee and applies only in the circumstances for which it was given, and shall not prevent the Mortgagee from subsequently relying on the relevant provision

**13 4 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Mortgagee shall, in any way, preclude the Mortgagee from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power

**13 5 Delay**

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver

**13 6 Counterparts**

This mortgage may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

**14 NOTICES**

**14 1 Service**

Each notice or other communication required to be given under, or in connection with, this mortgage shall be

- (a) in writing, delivered personally or sent by pre-paid first-class letter or fax, and
- (b) sent

- (i) to the Borrower and Mortgagor at 22 Candlemakers, 112 York Road, London, SW11 3RS

Attention Alex Bingley

- (ii) to the Lender at 406 Great Guildford Business Square 30 Great Guildford Street London SE1 0HS

Attention Peter Behrens

- (iii) to the Mortgagee at 406 Great Guildford Business Square 30 Great Guildford Street London SE1 0HS

Attention Peter Behrens

or to such other address or fax number as is notified in writing by one party to the other from time to time

**14 2 Receipt by Borrower and Mortgagor**

Any notice or other communication that the Mortgagee gives shall be deemed to have been received

- (a) if given by hand, at the time of actual delivery, and
- (b) if posted, on the second Business Day after the day it was sent by pre-paid first-class post

A notice or other communication given as described in clause 14 2(a) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day

#### **14 3 Receipt by Lender or Mortgagee**

Any notice or other communication given to the Lender or Mortgagee shall be deemed to have been received only on actual receipt

#### **15 GOVERNING LAW**

This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

**SCHEDULE 1 PROPERTY**

29 Stokenchurch Street, Fulham, London SW6 3TS and HMLR title  
no **LN150722** respectively

## **SCHEDULE 2 REPRESENTATIONS AND WARRANTIES**

### **1 Ownership of Property**

The Mortgagor is the legal and beneficial owner of the Property and has good and marketable title to the Property

### **2 No Encumbrances**

The Property is free from Encumbrances other than the Encumbrance created by this mortgage

### **3 Adverse claims**

The Mortgagor has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it

### **4 Adverse covenants**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property

### **5 No breach of laws**

There is no breach of any law or regulation which materially adversely affects the Property

### **6 No interference in enjoyment**

No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use

### **7 No overriding interests**

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property

### **8 Avoidance of security**

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Mortgagors or otherwise

### **9 No prohibitions or breaches**

There is no prohibition on the Mortgagors assigning their rights in the Property and the entry into this mortgage by the Mortgagors does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Mortgagors or its assets

## **SCHEDULE 3 COVENANTS**

### **Part 1. General covenants**

#### **1. Negative pledge and disposal restrictions**

The Mortgagor shall not at any time, except with the prior written consent of the Mortgagee

- (a) create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage,
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property, or
- (c) create or grant any interest in the Property in favour of a third party

#### **2 Preservation of Property**

The Mortgagor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Mortgagee or materially diminish the value of any of the Property or the effectiveness of the security created by this mortgage

#### **3. Enforcement of rights**

The Mortgagor shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Mortgagee may require from time to time

#### **4 Compliance with laws**

The Mortgagor shall comply with all laws and regulations for the time being in force relating to or affecting any Property and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Property

#### **5 Notice of breaches**

The Mortgagor shall, promptly on becoming aware of any of the same, give the Mortgagee notice in writing of any breach of

- (a) any representation or warranty set out in *Schedule 2*, and
- (b) any covenant set out in *Schedule 3*

### **Part 2. Property covenants**

#### **1 Repair and maintenance**

The Mortgagor shall keep all premises, and fixtures and fittings on the Property in good repair and condition and shall keep all premises adequately and properly painted and

decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value

## **2 No alterations**

2 1 The Mortgagor shall not, without the prior written consent of the Mortgagee

- (a) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur, or
- (b) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with paragraph 1 of this Part 2 of Schedule 3)

2 2 The Mortgagor shall promptly give notice to the Mortgagee if the premises or fixtures or fittings forming part of the Property are destroyed or damaged

## **3. Development restrictions**

The Mortgagor shall not, without the prior written consent of the Mortgagee

- (a) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property, or
- (b) carry out or permit or allow any development, as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008, to be carried out on the Property or change or permit or allow the use of the Property to be changed

## **4. Insurance**

4 1 The Mortgagor shall insure and keep insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aenals, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Lender and or the Mortgagee reasonably requires to be insured against from time to time

4 2 The Mortgagor shall, if requested by the Mortgagee, produce to the Mortgagee the policy, certificate or cover note relating to any such insurance required by paragraph 4 1 of this Part 3, Schedule 3

## **5. Insurance premiums**

The Mortgagor

- (a) shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect, and
- (b) shall (if the Mortgagee so requires) produce to the Mortgagee the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies

**6. No invalidation of insurance**

The Mortgagor shall not do or omit to do or permit to be done or omitted any thing that may invalidate or otherwise prejudice any insurance policies relating to the Property

**7 Insurance Policies' proceeds**

All monies payable under any of the insurance policies relating to the Property at any time (whether or not the security constituted by this mortgage has become enforceable) shall

- (a) immediately be paid to the Mortgagee, or
- (b) if they are not paid directly to the Mortgagee by the insurers, be held, pending such payment, by the Mortgagor upon trust for the Mortgagee

**8. Leases and licences affecting the Property**

The Mortgagor shall not, without the prior written consent of the Mortgagee which consent, in the case of paragraph 8(d), is not to be unreasonably withheld or delayed in circumstances in which the Mortgagor may not unreasonably withhold or delay its consent

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925, or
- (b) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property, or
- (c) let any person into occupation of or share occupation of the whole or any part of the Property, or
- (d) grant any consent or licence under any lease or licence affecting the Property

**9 No restrictive obligations**

The Mortgagor shall not, without the prior written consent of the Mortgagee, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property

**10. Proprietary rights**

The Mortgagor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Mortgagee

**11. Compliance with and enforcement of covenants**

The Borrower shall

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Mortgagee so requires) produce to the Mortgagee evidence sufficient to satisfy the Mortgagee that those covenants, stipulations and conditions have been observed and performed, and
- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same

**12. Notices or claims relating to the Property**

The Mortgagor shall

- 12.1 Give full particulars to the Mortgagee of any notice, application or requirement given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice
- 12.2 If the Mortgagee so requires, immediately, and at the cost of the Mortgagor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Mortgagee in making, such objections or representations in respect of any such Notice as the Mortgagee may desire

**13. Payment of Outgoings**

The Mortgagor shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier

**14. Inspection**

The Mortgagor shall permit the Mortgagee and any person appointed by them to enter on and inspect the Property on reasonable prior notice

#### **SCHEDULE 4 POWERS OF THE MORTGAGEE**

**1. Power to remedy**

1.1 The Mortgagee shall be entitled (but shall not be obliged) to remedy a breach at any time by the Mortgagor of any of its obligations contained in this mortgage. Any monies expended by the Mortgagee in remedying a breach by the Mortgagor of any of their obligations contained in this mortgage shall be reimbursed by the Borrower to the Mortgagee on a full indemnity basis.

1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 4, the Mortgagee and its agents shall be entitled to enter onto the Property and to take any action as the Mortgagee may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

**2. Exercise of rights**

The rights of the Mortgagee under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Mortgagee under this mortgage. The exercise of those rights shall not make the Mortgagee liable to account as a mortgagee in possession.

## SCHEDULE 5 EVENTS OF DEFAULT

### 1 Non-payment

The Borrower fails to pay any sum payable by it under the loan agreement entered into on or about the date hereof by the Borrower and the Lender (the **Loan Agreement**) when due or the Mortgagor fail to pay any sum payable by it under this mortgage when due unless the failure to pay is caused solely either by

- 1 1 An administrative error or technical problem and payment is made within five Business Days of its due date
- 1 2 An event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or which otherwise prevents either or both parties from complying with their obligations under this mortgage

### 2 Non-compliance

The Borrower fails (other than a failure to pay) to comply with any provision of the Loan Agreement or if the Mortgagor fail (other than a failure to pay) to comply with any provision of this mortgage and, if the Mortgagee acting reasonably, considers that the default is capable of remedy, such default is not remedied within 14 Business Days of the earlier of

- 2 1 The Mortgagee notifying the Mortgagor of the default and the remedy required
- 2 2 The Mortgagor becoming aware of the default

### 3. Misrepresentation

Any representation, warranty or statement made by the Mortgagor in relation this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made

### 4 Insolvency

- 4 1 The Mortgagor stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due.
- 4 2 A petition for a bankruptcy order is presented or a bankruptcy order is made against the Mortgagor

Signed as a deed by **CRESCENT  
GROVE LIMITED** in the presence of

*Sophie Foss*  
SIGNATURE OF WITNESS

*Sophie Foss*  
NAME

*SW4 7LN*  
ADDRESS

*Lettings Manager*  
OCCUPATION

*Richard Brinkley*  
SIGNATURE OF BORROWER

Signed as a deed by **CRESCENT  
GROVE LIMITED** in the presence of

*Sophie Foss*  
SIGNATURE OF WITNESS

*Sophie Foss*  
NAME

*SW4 7LN*  
ADDRESS

*Lettings Manager*  
OCCUPATION

*Richard Brinkley*  
SIGNATURE OF MORTGAGOR

Signed as a deed by **RETAIL  
MONEY MARKET LIMITED**  
acting by a Director  
in the presence of



SIGNATURE OF LENDER



SIGNATURE OF WITNESS

Mark SICKHAM.

NAME

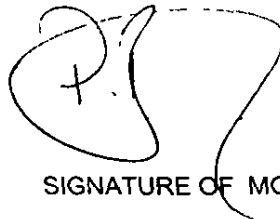
406 METAL BOX FACTORY  
30 GREAT GUILDFORD STREET  
LONDON SE1 0HS.

ADDRESS

MANAGER - REAL ESTATE FINANCE

OCCUPATION

Signed as a deed by **SECURITY  
TRUSTEE SERVICES LIMITED**  
acting by a Director  
in the presence of



SIGNATURE OF MORTGAGEE



SIGNATURE OF WITNESS

Mark SICKHAM.

NAME

406 METAL BOX FACTORY  
30 GREAT GUILDFORD STREET  
LONDON SE1 0HS

ADDRESS

MANAGER - REAL ESTATE FINANCE.

OCCUPATION