

486399/26

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge

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 MR01

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  
21 days beginning with the day after the date of creation of the c  
delivered outside of the 21 days it will be rejected unless it is acco  
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form  
scanned and placed on the public record Do not send the origin.



A16 25/11/2015 #16  
COMPANIES HOUSE

WEDNESDAY

### 1 Company details

Company number 05081333

Company name in full Mezzanine 2 Limited

2 For official use

→ 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 d'1 d'9 m'1 m'1 y'2 y'0 y'1 y'5

### 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 Tnodos Bank NV

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

<b>4</b>	<b>Brief description</b> 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	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
	Brief description The lease of the property known as Waterbridge House, 32-36 Loman Street, London, SE1 0EE	
<b>5</b>	<b>Other charge or fixed security</b> 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 <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> <b>Yes</b> Continue <input type="checkbox"/> <b>No</b> Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b> 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 <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> 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 <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here Signature <b>X</b> TLT LLP <b>X</b> This form must be signed by a person with an interest in the charge	

# MRO1

## 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 Sarah Hilton

Company name TLT LLP

Address 20 Gresham Street

Post town London

County/Region

Postcode E C 2 V 7 J E

Country United Kingdom

DX 431 London Chancery Lane

Telephone 0333 006 1066



### 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: 5081333

Charge code: 0508 1333 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th November 2015 and created by MEZZANINE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2015

D7

Given at Companies House, Cardiff on 30th November 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

TRIODOS BANK NV

LEGAL MORTGAGE

(for use by non-exempt corporate charities)  
securing their own indebtedness)

Insert date on  
which  
Mortgage is  
entered into

THIS LEGAL MORTGAGE is made on

19 November 2015

BETWEEN

Insert full name(s)  
and address(es)  
of Mortgagor(s)

Mezzanine 2 Limited (Company registration number 05081333)

Can Mezzanine

7-14 Great Dover Street

London

SE1 4YR

(the "Mortgagor")

and

Insert full name(s)  
and address(es)  
of the authorised  
representatives of  
the trustees of the  
Mortgagor(s)

Alistair Fraser of 9 Upland Road, Sutton, Surrey, SM5HW, and

Helen Margaret Taylor-Thompson of Jessops Bell Lane, Nutley, Uckfield, East Sussex,  
TN22 3PD

being the authorised representatives of the Trustees (defined below),

and Triodos Bank NV Deanery Road, Bristol BS1 5AS (the "Bank") subject to the terms and  
conditions set out in the following pages (the "Conditions") The Mortgage is in respect of,  
amongst other things, the following property

Insert description  
of  
freehold/leasehold  
\* property to be  
mortgaged

The lease of the property known as Waterbridge House 32-36 Loman Street London SE1  
0EE

(the "Property")

If the Property is  
registered land  
insert these  
details

Title number(s)

Administrative Area

WE CERTIFY THAT THIS  
IS A TRUE AND COMPLETE  
COPY OF ITS ORIGINAL

..... TLT LLP 24/11/15  
TLT LLP  
20 GRESHAM STREET  
LONDON EC2V 7JE

If the Property is  
unregistered land  
insert these  
details

Title to the Property is comprised in the following documents

Date	Description (Conveyance/Lease Assignment/Assent etc)	Parties
19 November 2015	Lease	(1) Bright Red Dot Foundation Limited and (2) the Mortgagor

** Subject to a Mortgage dated                      between and
--

\*

Delete as appropriate

\*\*

Complete only in the case of a second/subsequent Mortgage of unregistered land and do not enter description of documents above

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID, YOU COULD LOSE THE ASSET CHARGED.**

## **CONDITIONS**

### **1 Interpretation**

- 1 1** In this Mortgage unless the context otherwise requires, the words and expressions set out below shall have the following meanings

**"Chattels"** means all stock, goods, moveable plant, machinery, tools, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Property,

**"Expenses"** means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Mortgaged Property or the Mortgagor's Liabilities or in taking or perfecting this Mortgage or in preserving defending or enforcing the security created by this Mortgage or in exercising any power under this Mortgage or otherwise with Interest from the date they are incurred,

**"Interest"** means interest at the rate(s) charged to the Mortgagor by the Bank from time to time,

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

**"Mortgaged Property"** means the Property and all other assets, revenues, rights and benefits described in clauses 4 1 and 4 2,

**"Mortgagor's Liabilities"** means all of the Mortgagor's liabilities to the Bank of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another and in whatever style or name and whether as principal or surety) together with the Bank's charges and commission, Interest and Expenses,

**"Receiver"** means a receiver and/or manager of any or all of the Mortgaged Property appointed under this Mortgage but excludes a receiver or manager appointed under sections 18 to 19 of the Charities Act 1993,

**"Rent"** means all amounts payable to or for the benefit of the Mortgagor by way of rent, licence fee service charge, dilapidations, ground rent and rent charge and any mesne profits in respect of the Property and other monies payable to or for the benefit of the Mortgagor in respect of the occupation or usage or any part of the Property including without limitation for display of advertisements on licence or otherwise, and

**"Trustees"** means the trustees from time to time of the Mortgagor

- 1 2** In this Mortgage a reference to

**1 2 1** a statutory provision includes a reference to

- (a) that statutory provision as modified or re-enacted or both from time to time before the date of this Mortgage, and
- (b) any subordinate legislation made under that statutory provision before

the date of this Mortgage,

- 1 2 2 persons includes a reference to any individual, firm, body corporate, unincorporated association or partnership,
- 1 2 3 a person includes a reference to that person's legal personal representatives, successors and assigns,
- 1 2 4 a clause or schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Mortgage,
- 1 2 5 the singular shall include the plural and vice versa, and
- 1 2 6 this Mortgage (or any specified provision of it) or any other agreement or document is a reference to this Mortgage, that provision agreement or document as from time to time supplemented or amended,
- 1 2 7 References to the "**Property**" and the "**Mortgaged Property**" include any part of it or them and the "**Property**" includes
- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery 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
  - (d) all rights under any licence, agreement for sale or, agreement for lease in respect of the Property or any part of it

The "**Property**" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property

- 1 3 If the expression "**Mortgagor**" includes more than one person, it shall be construed as referring to all and/or any one or more of those persons and their obligations shall be joint and several

- 1 4 The headings to these Conditions shall not affect the interpretation of this Mortgage

## 2 **Covenant to pay**

The Mortgagor shall, on demand, pay to the Bank and discharge the Mortgagor's Liabilities when they become due

## 3 **Interest**

The Mortgagor shall pay Interest on any amounts due under clause 2 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Mortgagor) at the rate and in the manner charged to the Mortgagor by the Bank from time to time. In the case of any Expenses or other amounts due under this Mortgage, such Interest shall accrue and be payable as from the date on which the relevant Expenses arose or amounts were paid by the Bank, without the need for any demand for payment being made



#### **4 Charges**

4 1 As a continuing security for the payment and discharge of the Mortgagor's Liabilities, the Mortgagor with full title guarantee charges to the Bank

4 1 1 by way of first legal mortgage, the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale),

4 1 2 by way of first fixed charge

(a) the Property to the extent it is not effectively mortgaged or charged under clause 4 1 1,

(b) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, the Rent and the benefit of any guarantee or security in respect of the Rent, to the extent not effectively assigned under clause 4 2,

(c) the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Mortgagor is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise of or relating to the Mortgaged Property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them,

(d) all licences and authorisations (statutory or otherwise) held or required in connection with the Mortgagor's business carried on at the Property or the use of any Mortgaged Property, and all rights in connection with them, and

(e) all present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor,

4 1 3 by way of first floating charge, all present and future Chattels owned by the Mortgagor or in which the Mortgagor has an interest

4 2 As a continuing security for the payment and discharge of the Mortgagor's Liabilities, the Mortgagor with full title guarantee assigns to the Bank

4 2 1 all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, and

4 2 2 the Rent and the benefit of any guarantee or security in respect of the Rent,

provided that nothing in this clause 4 2 shall constitute the Bank as mortgagee in possession

#### **5 Perfection of Security**

5 1 The Mortgagor applies 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 [ ] in favour of Triodos Bank NV referred to in the charges register "

5 2 If the title to the Property is not registered at the Land Registry, the Mortgagor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property, without the prior written consent of the Bank

5 3 Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Mortgagor's title to the Property, the Mortgagor shall immediately provide the Bank with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Mortgage, the Mortgagor shall immediately and at its own expense take such steps as the Bank may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled

5 4 The Mortgagor shall deposit with the Bank and the Bank shall during the continuance of this security be entitled to hold and retain (unless held by a prior mortgagee at the date hereof) all deeds and documents of title relating to the Mortgaged Property for the time being

## **6 Further assurance**

6 1 The Mortgagor, at its own cost, shall prepare and execute in favour of the Bank, or as the Bank shall direct, such further legal or other assignments, mortgages, securities or charges (containing a power of sale and such other provisions as the Bank may reasonably require) as the Bank, in its absolute discretion, requires from time to time over all or any part of the Mortgaged Property

6 2 The Mortgagor will at any time if and when required by the Bank give notice to such parties as the Bank may require of any such further legal or other assignments, mortgages, securities or charges and will take such other steps as the Bank may require to perfect any of the same

## **7 Restrictions and Mortgaged Property**

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

7 1 create, purport to create or permit to subsist any mortgage, charge, lien or other encumbrance on, or in relation to, the Mortgaged Property other than this Mortgage, or

7 2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Mortgaged Property, or

7 3 create or grant (or purport to create or grant) any interest in the Mortgaged Property in favour of a third party

## **8 Mortgagor's covenants**

8 1 During the continuance of this Mortgage, the Mortgagor shall

- 8 1 1 keep all Mortgaged Property in a good state of repair and all fixtures and fittings comprised therein in good working order and condition and complete the erection and construction of any uncompleted buildings works or erections (if any) comprised in the Mortgaged Property promptly and as agreed with and to the satisfaction of the Bank,
- 8 1 2 keep all Mortgaged Property of an insurable nature comprehensively insured to the Bank's reasonable satisfaction for its full reinstatement cost in the joint names of the Mortgagor and the Bank or with the interest of the Bank endorsed on the policy or policies and
- (a) deposit with the Bank all insurance policies and all deeds and documents of title relating to the Mortgaged Property,
  - (b) give notice to the relevant insurers of the assignment of the Mortgagor's rights and interest in and under the Mortgagor's insurance policies pursuant to clause 4 2,
  - (c) ensure all sums received under the Mortgagor's insurance policies at any time are paid directly to the Bank and, if such monies are not paid directly to the Bank, hold the monies on trust for the benefit of the Bank, and
  - (d) at the Bank's option, apply the proceeds from any insurance policy of the Mortgagor in making good the relevant loss or damage, or to reduce the Mortgagor's Liabilities,
- 8 1 3 not, without the prior written consent of the Bank, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations, nor pull down or remove the whole or any part of any building forming part of the Property, nor to remove from the Property any fixtures or fixed plant and machinery,
- 8 1 4 immediately report to the Bank any notice order or requirement received from whatever source in relation to the Mortgaged Property,
- 8 1 5 comply with all laws and regulations for the time being in force relating to or affecting the Mortgaged Property and to obtain and promptly renew from time to time and comply with the terms of all authorisations which may be necessary to enable it to preserve, maintain or renew the Mortgaged Property,
- 8 1 6 observe and perform all covenants and conditions affecting the Mortgaged Property and to pay all rents, taxes, duties, charges, assessments, impositions and outgoings whatsoever payable in respect of the Mortgaged Property when due and on demand produce to the Bank all receipts or other evidence of such payments,
- 8 1 7 indemnify the Bank and, as a separate covenant, any Receiver appointed by it, against all actions, proceedings, damages and costs in respect of any breach of clause 8 1 6 Any such sums paid by the Bank or any Receiver shall be repayable by the Mortgagor on demand together with Interest from the date of payment by the Bank or Receiver,
- 8 1 8 not, without the prior written consent of the Bank, grant, or accept a surrender of, any lease or licence of any of the Properties or consent to any assignment or sub-letting by a tenant, and

- 8 1 9 provide to the Bank an annual balance sheet and profit and loss account and trading account showing the true position of the Mortgagor's affairs in every year certified by an accountant approved by the Bank and also from time to time such other information in respect of the assets and liabilities of the Mortgagor as the Bank may reasonably require
- 8 2 The Bank and its agents may enter and inspect the Mortgaged Property at any reasonable time
- 8 3 If the Mortgagor fails to comply with clause 8 1, the Bank shall be entitled (but not obliged) to repair and maintain such Mortgaged Property or fixtures and fittings, and complete such building works, at the Mortgagor's expense
- 8 4 If the Mortgagor fails to keep any of the Mortgaged Property of an insurable nature comprehensively insured to the Bank's reasonable satisfaction for its full reinstatement cost, the Bank shall be entitled (but not obliged) to arrange insurance of the Mortgaged Property at the Mortgagor's expense
- 8 5 Any sums expended by the Bank under clauses 8 3 and 8 4 above are repayable by the Mortgagor to the Bank on demand together with interest from the date of payment by the Bank
- 8 6 The Bank shall not be responsible to the Mortgagor or any other person in the event of the Mortgaged Property not being adequately insured Whenever any insurance is effected through the agency of the Bank all sums allowed to the Bank by way of commission or otherwise by the insurers shall belong to the Bank and the Bank shall not be required to account to the Mortgagor for such sums
- 9 Enforcement**
- 9 1 The security constituted by this Mortgage shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this Mortgage) shall be immediately exercisable at any time after the Bank shall have demanded payment of any of the Mortgagor's Liabilities
- 9 2 Section 103 of the LPA shall not apply to this Mortgage and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this Mortgage) shall, as between the Bank and a purchaser, arise on the execution of this Mortgage and be exercisable at any time after such execution, but the Bank shall not exercise such power of sale until the security constituted by this Mortgage has become enforceable under clause 9 1
- 9 3 After the security constituted by this Mortgage has become enforceable, the Bank may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Mortgaged Property
- 9 4 The statutory powers of sale, leasing and accepting surrenders conferred on the Bank shall be extended so as to authorise the Bank to lease and make arrangements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Bank shall think expedient and without the need to observe any of the provisions of sections 99 and 100 of the LPA

**10 Appointment of Receiver**

10 1 At any time after the security constituted by this Mortgage has become enforceable or at the request of the Mortgagor, the Bank may by writing under the hand of any duly authorised officer of the Bank or any person authorised by such officer in writing

10 1 1 appoint any person or persons to be a Receiver of the Mortgaged Property or any part thereof, and

10 1 2 to the extent permitted by law, remove any Receiver so appointed and appoint another or others in his or their place

10 2 Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Bank specifies to the contrary)

**11 Powers and Capacity of a Receiver**

11 1 Any Receiver appointed by the Bank under this Mortgage shall (in addition to all powers conferred on him by law) have the following powers which, in the case of joint receivers, may be exercised jointly or severally -

11 1 1 to enter and/or take possession of and collect and get in and generally manage any of the Mortgaged Property,

11 1 2 to take, continue or defer any proceedings in the name of the Mortgagor or otherwise as may seem expedient,

11 1 3 to carry on and manage any business carried on or, in the opinion of the Receiver, capable of being carried on in or from the Mortgaged Property or any part of it,

11 1 4 to raise or borrow any money and secure the payment of any money in priority to the Mortgagor's Liabilities as he thinks fit,

11 1 5 to sell, realise, dispose of or concur in selling, realising, or disposing of (but, where necessary, with the leave of the Court) the Mortgaged Property without the restriction imposed by s 103 of the LPA,

11 1 6 to grant, or accept surrenders of, any leases or tenancies affecting the Mortgaged Property and to grant any other interest or right over the Mortgaged Property on such terms and subject to such conditions as he thinks fit,

11 1 7 to make any arrangement or compromise which he or they shall think expedient,

11 1 8 to undertake or complete any works of repair, alteration, building or development on the Property and to apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence to carry out any of the same,

11 1 9 to employ managers, agents, officers, consultants, advisers, servants and workmen at such salaries and for such periods as he or they may determine and to purchase or acquire materials, tools, equipment, goods or supplies,

11 1 10 to insure the Mortgaged Property and any works and effect indemnity insurance

or similar insurance and obtain bonds and give indemnities and security to any bondsmen,

- 11 1 11 to sever and sell separately any fixtures or fittings from the Property without the consent of the Mortgagor,
  - 11 1 12 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor,
  - 11 1 13 do any other acts and things which the Receiver may consider to be incidental or conducive to any of his powers or otherwise incidental or conducive to the realisation of the Bank's security or the exercise of his functions as Receiver
- 11 2 All money received by the Bank or a Receiver in the exercise of any enforcement powers conferred by this Mortgage shall be applied
- 11 2 1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Bank (and any Receiver, attorney or agent appointed by it),
  - 11 2 2 secondly, in payment of the Receiver's remuneration (as agreed between the Bank and the Receiver),
  - 11 2 3 thirdly, in or towards satisfaction of the Mortgagor's Liabilities in such order and manner as the Bank determines, and
  - 11 2 4 finally in paying any surplus to the Mortgagor or any other person entitled to it
- 11 3 Any Receiver shall at all times and for all purposes be deemed to be the agent or agents of the Mortgagor who shall be solely responsible for his or their acts or defaults and for his or their remuneration. Neither the Bank nor any Receiver shall be liable to the Mortgagor as mortgagee in possession or otherwise for any loss occurring in the exercise of any of its or his powers pursuant to this Mortgage
- 11 4 The Bank may fix the remuneration of any Receiver appointed by it for his or their services and for those of his or their firm(s) appropriate to the work and responsibilities involved without being limited by the maximum rate specified in section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Mortgage which shall be due and payable immediately upon its being paid by the Bank
- 11 5 Only money actually paid by the Receiver to the Bank shall be capable of being applied by the Bank in or towards satisfaction of any of the Mortgagor's Liabilities. The Bank may, in its absolute discretion, at all times prior to payment in full of all of the Mortgagor's Liabilities, place and keep to the credit of a separate or suspense account any money received by the Bank or a Receiver by virtue of this Mortgage for so long and in such manner as the Bank may determine without any obligation to apply the same or any part of it in or towards the discharge of any of the Mortgagor's Liabilities
- 11 6 Neither the Bank nor any Receiver shall be bound (whether by virtue of section 109(8) of the LPA, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Mortgagor's Liabilities
- 11 7 The Mortgagor
- 11 7 1 grants an irrevocable licence to the Bank and power to any Receiver until the

sale of the Mortgaged Property to use all the assets of the Mortgagor situated at the Mortgaged Property which are used in connection with any business of the Mortgagor carried on at the Mortgaged Property, and

11 7 2      irrevocably authorises the Bank and/or any Receiver to remove, sell, store or otherwise deal with the same. The Receiver will pay to the Bank any net proceeds of sale after deduction of any costs and expenses incurred in the sale and that amount shall be a debt due from the Bank to the Mortgagor

11 8      At any time after this Mortgage shall have become enforceable or after any powers conferred by any encumbrance having priority to this Mortgage shall have become exercisable, the Bank may redeem such or any other prior encumbrance or procure the transfer thereof to itself and may settle and pay the accounts of the encumbrancer. Any accounts so settled and paid shall be conclusive and binding on the Mortgagor and all moneys paid by the Bank to the encumbrancer in accordance with such accounts shall be repayable by the Mortgagor to the Bank on demand together with Interest from the date of payment by the Bank

11 9      To the extent permitted by law, any right, power or discretion conferred by this Mortgage on a Receiver may, after the security constituted by this Mortgage has become enforceable be exercised by the Bank in relation to the Mortgaged Property whether or not it has taken possession of the Mortgaged Property and without or notwithstanding the appointment of a Receiver

## **12      Power of Attorney**

12 1      The Mortgagor irrevocably appoints the Bank and separately any Receiver to be its attorney and, in its name, on its behalf and as its act and deed, to execute any document and do any acts and things which

12 1 1      the Mortgagor is required to execute and do under this Mortgage, and

12 1 2      any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this Mortgage or by law on the Bank or any Receiver

12 2      The Mortgagor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 12 1

## **13      New Accounts**

If the Bank receives notice of any subsequent charge or assignment or other interest affecting the Mortgaged Property, the Bank may open a new account or accounts for the Mortgagor. If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and, as from that time, all payments made by or on behalf of the Mortgagor to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to discharge any part of the Mortgagor's Liabilities outstanding at the time when the Bank received notice

## **14      Consolidation and Set Off**

14 1      The Bank shall be entitled at any time (both before and after demand) and without notice to the Mortgagor

- 14 1 1 to combine or consolidate all or any existing accounts (including accounts in the name of the Bank) of the Mortgagor with the Bank,
  - 14 1 2 to set off or transfer any sum or sums standing to the credit of any account in or towards satisfaction of any of the liabilities of the Mortgagor to the Bank on any other account or in any other respect, and
  - 14 1 3 for this purpose, the Bank may convert any amount in one currency into another, using its market rate of exchange at the relevant time
- 14 2 The Mortgagor waives any present or future right of set off it may have in respect of the Mortgagor's Liabilities

**15 Immediate Recourse**

The Mortgagor waives any right it may have to require the Bank to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Mortgage against the Mortgagor.

**16 Notices**

- 16 1 Any notice or other communication under or in connection with this Mortgage shall be in writing and shall be delivered personally or sent by pre-paid first class post (or air mail if overseas) or by fax to the party due to receive the notice or communication at its address or fax number set out in this Mortgage or such other address or fax number as either party may specify by notice in writing to the other from time to time
- 16 2 Any notice or other communication shall be deemed to have been duly given
- 16 2 1 if delivered personally, when left at the address referred to in clause 16 1,
  - 16 2 2 if sent by mail, other than air mail, two days after posting it,
  - 16 2 3 if sent by air mail, six days after posting it, in the absence of evidence of earlier receipt, and
  - 16 2 4 if sent by fax, at the time of sending (with a valid transmission report)
- 16 3 Any notice given under this Mortgage shall not be validly served if sent by e-mail

**17 Assigns**

- 17 1 At any time and without the consent of the Mortgagor, the Bank may assign or otherwise transfer all or any part of its rights or obligations under this Mortgage to any person. The Mortgagor consents to the disclosure by the Bank of any information and documentation concerning the Mortgage to any prospective assignee or transferee
- 17 2 The Mortgagor may not assign any of its rights, or transfer any of its obligations, under this legal mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person
- 17 3 The expression "the Bank" shall include the Bank's assigns whether immediate or derivative. Any appointment or removal of a Receiver under clause 10 or any consents hereunder may be made or given by writing signed or sealed by any such assigns and the Mortgagor hereby irrevocably appoints each of such assigns to be its attorney in the terms



and for the purposes set out in clause 12

**18 Additional Security**

18 1 This Mortgage and the security created by this Mortgage shall be in addition to any other security or guarantees which the Bank may now or from time to time hold for any of the Mortgagor's Liabilities

18 2 The restriction on the right of consolidation contained in Section 93 of the LPA shall not apply to this Mortgage or any further or other security entered into pursuant to this Mortgage

**19 Non-Merger**

19 1 No prior security held by the Bank over the whole or any part of the Mortgaged Property shall merge in the security created by this Mortgage

19 2 This Mortgage shall remain in full force and effect as a continuing security for the Mortgagor's Liabilities despite any settlement of account, or intermediate payment, or other matter or thing unless and until the Bank discharges this Mortgage in writing

**20 Severability**

20 1 Each of the provisions in this Mortgage shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the remaining provisions shall not in any way be affected or impaired

**21 No waiver**

21 1 Any waiver or variation of any right of the Bank (whether arising under this Mortgage or otherwise) shall only be effective if it is in writing and signed by the Bank, will only apply in the circumstances for which it was given and shall not prevent the Bank from subsequently relying on the relevant provision

21 2 No delay or failure to exercise any right or power under this Mortgage shall operate as a waiver

**22 General**

22 1 A third party 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

22 2 The perpetuity period applicable to all trusts declared by this Mortgage shall be 80 years

22 3 None of the persons included in the expression "Mortgagor" shall, as against the Bank, be entitled to any of the rights or remedies, legal or equitable, of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression "Mortgagor"

22 4 The Mortgagor certifies that this Mortgage does not contravene any of the provisions of the Mortgagor's memorandum and articles of association and/or any other constitutional documents of the Mortgagor and has been authorised and executed in accordance with the Mortgagor's constitution

- 22 5 No third party dealing with the Bank or any Receiver need enquire that the powers under this Mortgage have arisen or are being properly exercised
- 22 6 Nothing in the Mortgage shall give or be construed as giving to the Bank any security interest in or rights in respect of any equipment, chattels or other items which would constitute this Mortgage or any part of it as a bill of sale
- 22 7 The land charged is held by (or in trust for) the Mortgagor, a non-exempt charity, and this charge (or mortgage) is not one falling within section 124(9) Charities Act 2011, so the restrictions imposed by section 124 of that act apply

### **23 Managing Trustees**

- 23 1 By executing this deed the Managing Trustees certify that

23 1 1 the Mortgagor and the Trustees have power under the Mortgagor's trusts to effect this deed and that they have obtained and considered such proper written advice as is mentioned in section 124(2) Charities Act 2011, and

23 1 2 to the extent that the Property includes unregistered land, the restrictions on dispositions imposed by sections 117-121 of the Charities Act 2011 apply, subject to section 117(3) of that Act

- 23 2 Limitation of liability

Notwithstanding any of the other terms of this deed, the total liability of the Trustees under this deed shall be limited to the aggregate value from time to time of the assets of the Mortgagor, save to the extent that any of the Trustees has breached their duties as a trustee of the Mortgagor

- 23 3 Authority of the Managing Trustees

The Trustees have, pursuant to s 333 Charities Act 2011, conferred on the Managing Trustees the authority to execute in the names and on behalf of the Trustees this deed, and any other associated documents and to give the certificates and representations at clause 23 1 above in the names and on behalf of the Trustees

### **24 Regulation**

The Bank is incorporated under the laws of the Netherlands with limited liability, and registered in England and Wales with registered number BR3012 The Bank is authorised by the Dutch Central Bank and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority Details about the extent of the Bank's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request

### **25 Governing law and jurisdiction**

- 25 1 This Mortgage is governed by and shall be construed in accordance with the laws of England and Wales
- 25 2 For the benefit of the Bank, the Mortgagor irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this Mortgage in those courts will be conclusive and binding on the

Mortgagor and may be enforced against the Mortgagor in the courts of any other jurisdiction

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

**The Mortgagor**

Executed as a deed by  
Mezzanine 2 Limited acting by

)  
)  
)  
)

Director *AG Fraser*  
Director *Robert Lavery*

**The Trustees**

Signed as a deed by Alistair Fraser  
in the presence of

*AG Fraser*

Signature of Witness *Jennifer C Schoon*  
Name of Witness *Jennifer Schoon*  
Address of Witness *16 Desborough Drive*  
*Welwyn Herts AL6 0HT*  
Occupation *Personal Assistant*

Signed as a deed by Helen Margaret Taylor-Thompson  
in the presence of

*H. Taylor-Thompson*

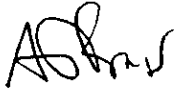
Signature of Witness *R. Starmen-Jones*  
Name of Witness *R. STARMEN-JONES*  
Address of Witness *81 WATCHDOG ROAD,*  
*CHELMSFORD, CM2-8LT.*  
Occupation *ROAD PAVEMENT*

Signed by )  
for and on behalf of **Triodos Bank NV** )

Authorised Signatory

Authorised Signatory

We acknowledge receipt of a completed copy of this document



Director/Secretary, for and on behalf of the Mortgagor

2<sup>nd</sup> November 2015

Dated

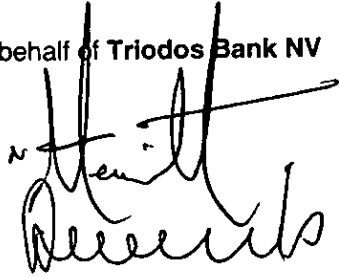
Trustee, for and on behalf of the Trustees



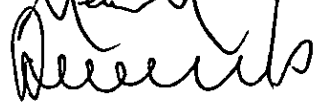
Dated

12<sup>th</sup> November 2015

Signed by  
for and on behalf of Triodos Bank NV )



Authorised Signatory



Authorised Signatory

We acknowledge receipt of a completed copy of this document

Director/Secretary, for and on behalf of the Mortgagor

Dated

Trustee, for and on behalf of the Trustees

Dated