

MR01

Particulars of a charge

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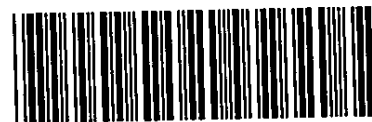
Laserform

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 the  
instrument Use form MR01



A04 16/09/2015 #326  
COMPANIES HOUSE

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

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

**1 Company details**

Company number 08122463

Company name in full LO89 Limited

2 For official use

→ **Filling 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 01/09/2015

**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 SG Hambros Bank 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

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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

Apartment E1 15 80, Tideway, The Riverlight 2 Building, Battersea, London, SW8

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

X

MICHAEL MORRIS as secretary for  
SG Hambros Bank Limited

X

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

Company name

Collas Crill

Address PO Box 140

Glategny Court

Glategny Esplanade

Post town St Peter Port

County/Region Guernsey

Postcode

G Y 1 4 E W

Country

DX

Telephone 01481 723191



### 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: 8122463

Charge code: 0812 2463 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2015 and created by LO89 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th September 2015.

P

Given at Companies House, Cardiff on 21st September 2015



**Companies House**



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

THIS IS AN IMPORTANT DOCUMENT. YOU MUST 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 WHEN DUE YOU MAY LOSE THE ASSET(S) CHARGED. IN THE CASE OF REGISTERED LAND THIS DOCUMENT AND ANY PRIORITY AGREEMENT WITH ANY OTHER LENDER WILL BE PUBLIC DOCUMENTS

THIS DEED is dated

14 September

2015

BETWEEN:

- (1) **LO89 Limited** a company incorporated in England & Wales with company registration number 08122463 and whose registered office is at 5<sup>th</sup> Floor, 89 New Bond Street, London, W1S 1DA ("**Mortgagor**"), and
- (2) **SG Hambros Bank Limited** (company number 964058) of Norfolk House, 31, St James's Square, London, SW1Y 4JR ("**Bank**")

WITNESSES:

1 Definitions

In this deed the following words and expressions shall mean

**Expenses:** All costs and expenses including legal fees (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Secured Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

**Interest:** Interest at the rate(s) charged to the Mortgagor by the Bank from time to time

<b>Property:</b>	Administrative Area	Wandsworth
	Description	Apartment E1 15 80, Tideway, The Riverlight 2 Building, Battersea, London, SW8
	Tenure	Leasehold
	Title Number	To be assigned

**Secured Obligations:** All 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 or as principal debtor, guarantor/surety or otherwise) together with the Bank's charges and commission Interest and Expenses

2 Charge

The Mortgagor covenants to discharge on demand the Secured Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank by way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its

Form of charge filed at H M Land Registry under reference: MD1147A.

proceeds of sale) and all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property

### **3 Repair Alteration and Insurance**

- 3 1 The Mortgagor will keep the Property in good condition and comprehensively insured to the Bank's reasonable satisfaction for its full reinstatement cost and in default the Bank (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property. The Mortgagor will deposit a copy of the insurance policy with the Bank.
- 3 2 The Mortgagor will not without the prior written consent of the Bank make any alteration to the Property which would require Planning Permission or approval under any Building Regulations.
- 3 3 The Mortgagor will hold in trust for the Bank all money received under any insurance of the Property and at the Bank's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Secured Obligations.

### **4 Restrictions**

- 4 1 The Mortgagor will not without the Bank's prior written consent
  - 4 1 1 create or permit to arise any mortgage charge or lien on the Property,
  - 4 1 2 grant or accept a surrender of any lease or licence of the Property,
  - 4 1 3 dispose of or part with or share possession or occupation of the Property
- 4 2 If the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee.
- 4 3 The Mortgagor applies and agrees that the Bank may apply for a restriction to be entered on the Register of any Registered Land that no disposition of the Registered estate by the proprietor(s) of the Registered estate or by the proprietor(s) of any Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Bank referred to in the Charges Register.

### **5 Powers of the Bank**

- 5 1 The Bank may without restriction grant or accept surrenders of leases of the Property.
- 5 2 Section 103 of the Law of Property Act 1925 shall not apply and the Bank may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed.
- 5 3 The Bank may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration.
- 5 4 All or any of the powers conferred on a Receiver by Clause 5 may be exercised by the Bank without first appointing a Receiver or notwithstanding any appointment.
- 5 5 The Bank will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Bank.

- 5 6 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed
- 5 7 In addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off the whole or any part of the Secured Obligations against any deposit or credit balance on any account of the Mortgagor with the Bank whether or not that deposit or balance is due to the Mortgagor
- 5 8 The credit balance on any account of the Mortgagor with the Bank will not be repayable to the Mortgagor until the Secured Obligations have been discharged unless the Bank in its absolute discretion permits withdrawals
- 5 9 The Bank may exchange or convert any currency held or received to the currency or currencies in which the Secured Obligations are expressed
- 5 10 A certificate signed by an official or manager of the Bank as to the amount due from the Mortgagor under this deed shall be conclusive evidence save in the case of manifest error

## **6 Receivers**

- 6 1 Any Receiver appointed by the Bank shall (in addition to all powers conferred on him by law) have full power to carry out work at or sell lease charge deal with dispose of and manage the Property and do anything which he considers conducive or incidental to managing and realising the Property or the income from the Property and he may borrow any money he requires for those purposes
- 6 2 The Mortgagor grants to such Receiver an irrevocable licence and power to use all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property The Receiver will account to the Bank for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Bank to the Mortgagor
- 6 3 In the case of Joint Receivers any power may be exercised jointly or severally
- 6 4 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

## **7 Appropriation**

- 7 1 Subject to Clause 7 2 the Bank may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Secured Obligations as the Bank decides
- 7 2 The Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting the Property Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Secured Obligations outstanding at the time of receiving such notice

## **8 Further Assurance**

The Mortgagor will at the Mortgagor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure on the Property the Secured Obligations

## **9 Power of Attorney**

The Mortgagor irrevocably appoints the Bank and any Receiver severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this deed or the exercise of any of their powers

## **10 Memorandum and Articles of Association**

If the Mortgagor is a company the Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association

## **11 Notices**

11 1 Any notice or demand by the Bank may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Bank or if the Mortgagor is a company may be served personally on any of its directors or its secretary

11 2 A notice or demand by the Bank shall be deemed served

11 2 1 if by post, on the day after posting,

11 2 2 if by fax, at the time of sending

## **12 Governing Law**

This deed shall be governed by and construed in accordance with English law and the Mortgagor irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales in respect of any dispute

## **13 Interpretation**

13 1 The expressions "Mortgagor" and "Bank" where the context admits include their respective successors in title and assigns

13 2 If two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Secured Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them. The interest of any one of them in the Property shall not be released from the security created by this deed nor shall the security created by this deed be discontinued by reason of this deed not being or ceasing to be binding upon the interest in the Property of any other of them whether or not by agreement with the Bank

13 3 References to the "Property" include any part of it and the "Property" includes all covenants and rights affecting or concerning the same. The "Property" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property

13 4 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select

13 5 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected



- 13.6 This deed is in addition to any other security present or future held by the Bank for the Secured Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank

**IN WITNESS OF WHICH** this deed has been duly executed

**Signed and Delivered** as a deed  
by LO89 Limited acting by a director  
in the presence of

N. H. A. [Signature]

Witness' name NINA GILHAM

Signature

[Signature]

Address 6 VICTORIA ROAD  
ONCAR  
ESSEX CM5 9FE

Date