



Registration of a Charge

Company name: **MORION 2 LIMITED**

Company number: **07720440**



X7ZPJY2W

Received for Electronic Filing: **20/02/2019**

Details of Charge

Date of creation: **19/02/2019**

Charge code: **0772 0440 0003**

Persons entitled: **COUTTS & COMPANY**

Brief description: **(1) BY WAY OF LEGAL MORTGAGE ALL LEGAL INTERESTS AND OTHERWISE BY WAY OF FIXED CHARGE THE FREEHOLD OF CHARING CROSS MANSIONS, 26 CHARING CROSS ROAD, LONDON, WC2H 0DG AS IDENTIFIED ON THE PLAN ATTACHED TO THE LEGAL MORTGAGE AND SHOWN EDGED RED; THE AREAS SHADED BLUE RELATE TO THE BASEMENT ONLY, WITH PART OF TITLE NUMBER NGL973256 (TO THE FULL EXTENT OF THE MORTGAGOR'S INTEREST IN THE PROPERTY OR ITS PROCEEDS OF SALE); AND (2) BY WAY OF FIXED CHARGE THE PRESENT AND FUTURE GOODWILL OF ANY BUSINESS CARRIED ON AT THE PROPERTY LISTED ABOVE BY OR ON BEHALF OF THE MORTGAGOR.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MARTIN BLAKE, FARRER & CO LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7720440

Charge code: 0772 0440 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th February 2019 and created by MORION 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2019 .

Given at Companies House, Cardiff on 21st February 2019

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

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 MAY LOSE THE ASSET(S) CHARGED. YOUR LIABILITY UNDER THIS DOCUMENT IS LIMITED TO THE VALUE OF THE ASSET(S). IN THE CASE OF REGISTERED LAND THIS DOCUMENT AND ANY PRIORITY AGREEMENT WITH ANY OTHER LENDER WILL BE PUBLIC DOCUMENTS.

Date:

19 February 2019

Definitions

Mortgagor:

Morion 1 Limited (Company No. 07720426) whose registered office is situate at 22 Chancery Lane, London, WC2A 1LS and Morion 2 Limited (Company No. 07720440) whose registered office is situate at 22 Chancery Lane, London, WC2A 1LS

Bank:

Coutts & Company (Company No. 36695) whose registered office is situate at 440 Strand London WC2R 0QS

Debtor:

Syros Investments Limited incorporated in Jersey

Interest:

Interest at the rate(s) charged to the Debtor by the Bank from time to time

Property:

Administrative Area:

City of Westminster

Charing Cross Mansions

Description: 26 Charing Cross Road to include Charing Cross Mansions, 91a/93 St Martins Lane, 2/24 Cecil Court and 26/36 St Martins Court, London, WC2H 0DG as

identified on the attached plan and shown edged red; the areas shaded blue relate to basement only

Tenure: Freehold

Land Registry Title No(s): Part of the number NGL 973256

Charged Assets:

The assets charged by Clause 1.2

Goodwill:

The present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor

Debtor's Obligations:

All the Debtor'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) together with the Bank's charges and commission Interest and Expenses

Expenses:

All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Debtor's 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

Required Currency:

The currency or currencies in which the Debtor's Obligations are expressed from time to time

Charge

- 1 In consideration of the Bank giving time or credit or banking facilities to the Debtor and for the purpose of securing the discharge on demand of the Debtor's Obligations the Mortgagor with full title guarantee charges to the Bank:-
 - 1.1 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 proceeds of sale)
 - 1.2 By way of fixed charge:-
 - 1.2.1 All the fixtures and fittings of the Mortgagor from time to time attached to the Property
 - 1.2.2 All the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
 - 1.2.3 All furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business
 - 1.3 By way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets

Continuing Security

- 2.1 This deed shall be a continuing security notwithstanding the death or disability of the Mortgagor until the expiry of one month from the date of receipt by the Bank of written notice to the Bank by the Mortgagor or his personal representatives to discontinue the security created by this deed
- 2.2 Notwithstanding notice of discontinuance under Clause 2.1 this deed shall remain valid as security for all the Debtor's Obligations as at the date of expiry of the notice

Arrangements with the Debtor and others

- 3 The Bank may without the consent of or notice to the Mortgagor and without releasing or affecting the security created by this deed:-
 - 3.1 Allow to the Debtor or any other person any time or indulgence
 - 3.2 Grant to the Debtor or any other person any new or increased facility and increase any rate of interest or charge
 - 3.3 Enter into renew vary or end any agreement or arrangement with or liability of the Debtor or any other person
 - 3.4 Renew vary refrain from enforcing or release any present or future security or guarantee which the Bank holds from the Debtor or any other person
 - 3.5 Compound with the Debtor or any other person

Preservation of Security

- 4.1 If any of the Debtor's Obligations are at any time void or unenforceable against the Debtor for any reason this deed shall nevertheless secure the same amount as that which it would have secured had the Debtor's Obligations not been void or unenforceable

- 4.2 The security created by this deed shall not be released or affected by any failure by the Bank to take any security or by any other security held by the Bank or any intended security in respect of the Debtor's Obligations being void or unenforceable or not completed or perfected.
- 4.3 This deed is in addition to any other security present or future held by the Bank in respect of the Debtor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank.
- 4.4 The Mortgagor shall remain liable under the security created by this deed notwithstanding any settlement between the Bank and the Mortgagor or any release given by the Bank to the Mortgagor until any security given or payment made to the Bank by the Debtor or any other person cannot be avoided or reduced under the law relating to insolvency from time to time in force and the Bank shall be entitled to retain this security until it is satisfied that it will not have to make any repayment under such law.

Preservation of the Bank's Claims

- 5 Until all claims of the Bank in respect of the Debtor's Obligations have been discharged in full:-
- 5.1 The Mortgagor shall not be entitled to participate in any security held by the Bank or money received by the Bank in respect of the Debtor's Obligations.
- 5.2 The Mortgagor shall not in competition with or in priority to the Bank make any claim against the Debtor or any co-surety or their respective estates nor make any claim in the insolvency of the Debtor or any co-surety nor take or enforce any security from or against the Debtor or any co-surety.
- 5.3 Any payment received by the Mortgagor in breach of Clause 5.2 and any security taken by the Mortgagor from the Debtor or any co-surety shall be held in trust for the Bank as security for the Debtor's Obligations.

Appropriation

- 6.1 Subject to Clause 6.2 the Bank may appropriate all payments received in respect of the Debtor's Obligations in reduction of any part of the Debtor's Obligations as the Bank decides.
- 6.2 The Bank may open a new account or accounts after the security created by this deed has been discontinued or upon the Bank receiving actual or constructive notice of any charge or interest affecting the Property the Charged Assets or the Goodwill. Whether or not the Bank opens any such account no payment received by the Bank after such discontinuance or 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 Debtor's Obligations outstanding at the time of such discontinuance or notice.
- 6.3 The Bank may place to the credit of a suspense account for so long as it considers desirable any money received under this deed without any obligation to apply it towards discharge of the Debtor's Obligations.

Repair Alteration and Insurance

- 7.1 The Mortgagor will keep the Property and the Charged Assets in good condition and comprehensively insured to the Bank's reasonable satisfaction for their 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 and the Charged Assets. The Mortgagor will deposit with the Bank the insurance policy or where the Bank agrees a copy of it.
- 7.2 The Mortgagor will not without the prior written consent of the Bank make any alteration to the Property which would require Planning Permission or any approval under Building Regulations.
- 7.3 The Mortgagor will hold in trust for the Bank all money received under any insurance of the Property or the Charged Assets 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 Debtor's Obligations.

Restrictions on Charging Leasing Disposing and Parting with possession

8.1 The Mortgagor will not without the Bank's prior written consent:-

- 8.1.1 Create or permit to arise any mortgage charge or lien on the Property the Charged Assets or the Goodwill
 - 8.1.2 Grant or accept a surrender of any lease or licence of the Property the Charged Assets or the Goodwill
 - 8.1.3 Dispose of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill
- 8.2 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. In the case of Registered Land this will require registration and will be a public document
- 8.3 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

Powers of the Bank

- 9.1 The Bank may without restriction grant or accept surrenders of leases of the Property and the Charged Assets
- 9.2 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
- 9.3 The Bank may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property the Charged Assets and the Goodwill 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
- 9.4 All or any of the powers conferred on a Receiver by Clause 10 may be exercised by the Bank without first appointing a Receiver or notwithstanding any appointment
- 9.5 The Bank will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Bank
- 9.6 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed
- 9.7 The Bank may exchange or convert to the Required Currency any currency held or received

Receivers

- 10.1 Any Receiver appointed by the Bank 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:-
 - 10.1.1 To take possession of and generally manage the Property and the Charged Assets and any business carried on at the Property
 - 10.1.2 To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment

- 10.1.3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land
- 10.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property the Charged Assets and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property
- 10.1.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor
- 10.1.6 To take continue or defend any proceedings and enter into any arrangement or compromise
- 10.1.7 To insure the Property and the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
- 10.1.8 To employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies
- 10.1.9 To borrow any money and secure the payment of any money in priority to the Debtor's Obligations for the purpose of the exercise of any of his powers
- 10.1.10 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property the Charged Assets and the Goodwill
- 10.2 If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property 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
- 10.3 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

Power of Attorney

- 11 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

Certificate of the Debtor's Obligations

- 12 A certificate signed by an official or manager of the Bank as to the amount of the Debtor's Obligations or the amount due from the Mortgagor under this deed shall be conclusive evidence save in the case of manifest error or on any question of law

Further Assurance

- 13 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 the Debtor's Obligations on the Property the Charged Assets and the Goodwill

Memorandum and Articles of Association

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

Notices

- 15.1 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
 - 15.1.1 A company may be served personally on any of its directors or its secretary
 - 15.1.2 A limited liability partnership may be served personally on any of its members
- 15.2 A notice or demand by the Bank by post shall be deemed served on the day after posting
- 15.3 A notice or demand by the Bank by fax shall be deemed served at the time of sending

Governing Law

- 16 This deed shall be governed by and construed in accordance with English law

Interpretation

- 17.1 The expressions "Mortgagor" and "Bank" where the context admits include their respective successors in title and assigns
- 17.2 If two or more persons are included in the expression "Debtor" then the use in this deed of the word "Debtor" shall be deemed to refer to such persons both together and separately and the Debtor's Obligations shall be their joint and several obligations
- 17.3 Where the Debtor is a partnership the Debtor's Obligations shall include those (in relation to the partnership business) of the persons from time to time being members of the partnership and the Mortgagor's liability under this deed shall continue and this deed shall remain a continuing security despite any change in the constitution of the partnership
- 17.4 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 their obligations under this deed shall be their joint and several obligations. The interest of any one of them in the Property the Charged Assets or the Goodwill 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 the Charged Assets or the Goodwill of any other of them whether or not by agreement with the Bank
- 17.5 References to the "Property" and the "Charged Assets" include any part of it or them 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
- 17.6 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
- 17.7 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

Signed and Delivered as a deed by
the first named
Mortgagor acting by a director
and its secretary or two directors

OR

Director _____

Secretary _____

Signed and Delivered as a deed by
the second named
Mortgagor acting by a director
and its secretary or two directors

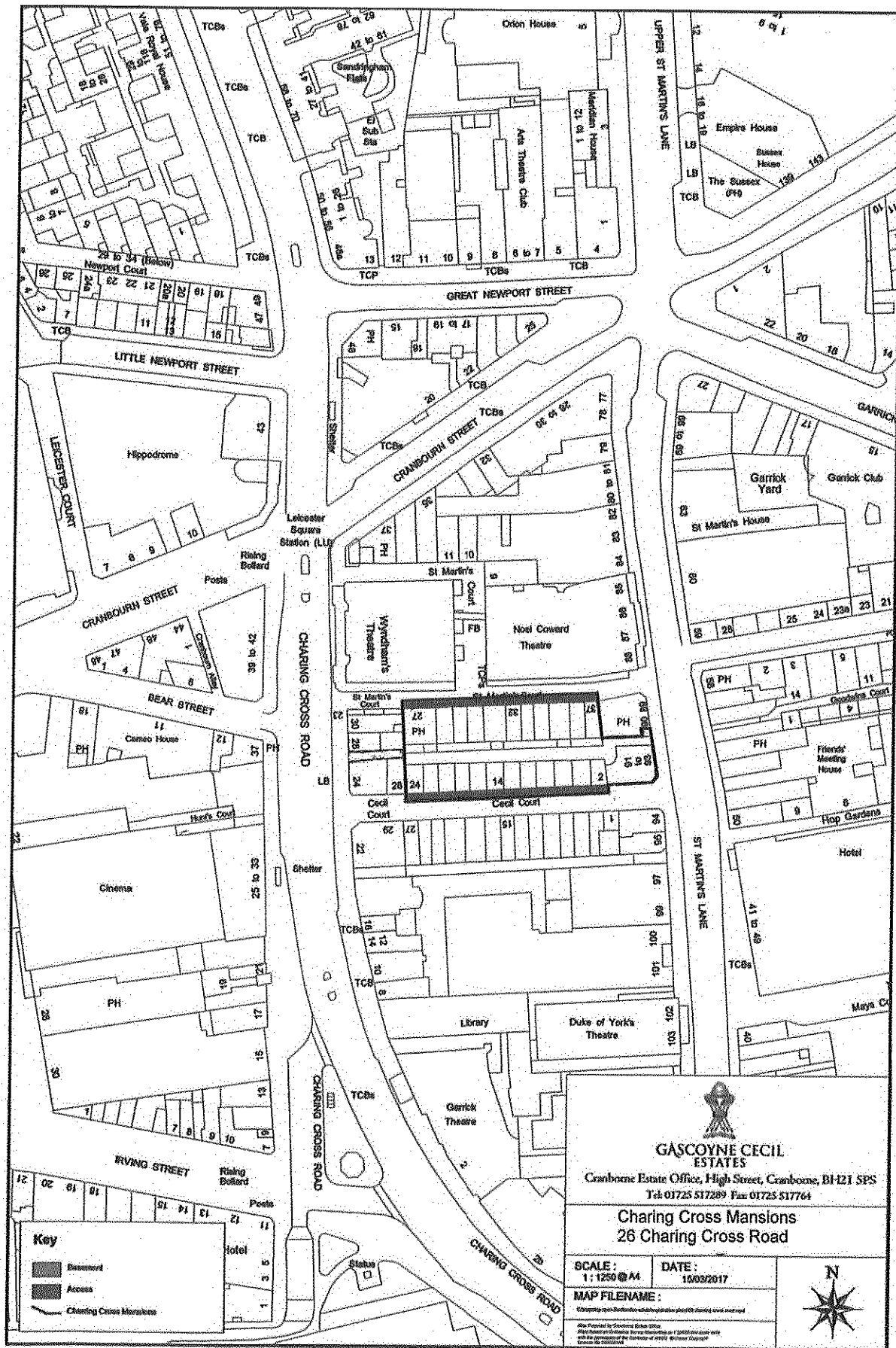
Director

Charles L. ...

Secretary/Director

Director _____

Secretary _____



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