

MR01

Particulars of a charge



Companies House

703681/13

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

You can use the form to  
Please go to www.gov.uk

TUESDAY



\*A2K050QI\*

A18

29/10/2013

#80

COMPANIES HOUSE

☒ What this form is for  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ What this form is for  
You may not use this form to  
register a charge created or evidenced by  
an instrument. Use form MR02.

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.

1 Company details

Company number 07286602

Company name in full Theon Demetri Binning Partnership Limited

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 14/10/2013

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 Jabac Finances Limited (Co. Regn. No 734142)

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.

**MRO1**

**Particulars of a charge**

**4**

**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

**Continuation page**  
Please use a continuation page if you need to enter more details.

Description

243 Cann Hall Road, Leytonstone, London E11 3NL (Registered under HM Land Registry under title numbered EGL525558)



**5**

**Fixed charge or fixed security**

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- ☒ Yes  
☐ No

MR01

Particulars of a charge

8

Trustee statement \*

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.

☐

\* This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here.

Signature

Signature

X

*[Handwritten Signature]*

X

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

# MR01

## Particulars of a charge

### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Nafeesa Patel**

Company name **Whitmore Law LLP**

Address **Unit 3 Balfour House**

**390-398 High Road**

Post town **Ilford**

Country/Region **Essex**

Postcode 

I	G	1	1	T	L
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Country

DX **124835 ILFORD 7**

Telephone **0208 477 1399**

### 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

DX

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7286602

Charge code: 0728 6602 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th October 2013 and created by THEORI DEMETRI BINNING PARTNERSHIP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2013

Given at Companies House, Cardiff on 1st November 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated 14<sup>th</sup> October 2013

(1) Theori Demetri Binning Partnership Limited

(2) Jabac Finances Limited

---

LEGAL MORTGAGE OF PROPERTY FROM AN  
INDIVIDUAL SECURING SPECIFIC MONIES (OWN  
LIABILITY)

---



S O L I C I T O R S

MORELAND HOUSE •

5 ST MICHAEL'S TERRACE • ALEXANDRA PALACE • LONDON N22 7SJ

TEL: 020 8881 8833 • FAX 020 8881 7799 • EMAIL [mail@morelandlaw.co.uk](mailto:mail@morelandlaw.co.uk)

We hereby certify this to be  
a true copy of the original.

Signed



**WHITMORE LAW LLP**  
S O L I C I T O R S  
UNIT 3, BALFOUR HOUSE  
390-398 HIGH RD, ILFORD, ESSEX IGI 1TL  
TEL. 020 8477 1399 FAX. 020 8477 1799

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THIS DEED is dated 14<sup>th</sup> October 2013

## **PARTIES**

- (1) Theon Demetri Binning Partnership Limited (Co No 07286602) of 1st Floor (North) Devonshire House, Devonshire Street, London, W1W 5DS (the '**BORROWER**'), and
- (2) Jabac Finances Limited (Co No 734142 of Lynwood House, 373 - 375 Station Road, Harrow, Middlesex, HA1 2AW (the '**LENDER**')

## **BACKGROUND**

- (A) The Lender has agreed under the Agreement to provide the Borrower with the Loan on a secured basis by way of secured charge over the Property
- (B) The Borrower is the owner of the Property
- (C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan
- (D) The Loan will be repaid on the Repayment Date
- (E) The parties wish to take advantage of one of the exceptions to the Consumer Credit Act 1974

## **AGREED TERMS**

### **1 Definitions and Interpretation**

#### **1.1 Definitions**

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

<b>'Agreement'</b>	the Facility Letter dated 8 October 2013 between the Borrower and the Lender for the provision of the loan secured by this mortgage
<b>'Business Day'</b>	a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London
<b>'Encumbrance'</b>	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

<b>'Event of Default'</b>	any event or circumstance listed in Schedule 5 and those set out in the Agreement
<b>'Interest'</b>	24% per annum, calculated on a daily basis, which is equivalent to 24% APR
<b>'Loan'</b>	The sum of £250,000 00
<b>'LPA 1925'</b>	the Law of Property Act 1925
<b>'Property'</b>	The freehold or leasehold property (whether registered or unregistered) owned by the Borrower described in Schedule 1
<b>'Repayment Date'</b>	10 April 2014 by way of monthly payments on each of the dates specified in paragraph 3 of the Agreement by reference to the Schedule 6 of the Agreement
<b>'Secured Liabilities'</b>	all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan, the Agreement and this mortgage
<b>'Security Period'</b>	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
<b>'VAT'</b>	value added tax

## 1 2 Interpretation

In this legal mortgage

- 1 2 1 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
- 1 2 2 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders

- 1 2 3 unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular
- 1 2 4 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
- 1 2 5 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
- 1 2 6 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
- 1.2 7 a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly), and
- 1.2 8 clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage
- 1 2 9 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

- 1 3.1 all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time,
- 1.3 2 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
- 1 3.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants, and
- 1 3 4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property

**1.4 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this mortgage

**1.5 Third party rights**

A third party (being any person other than the Borrower, the Lender 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

**1.6 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 and as in the Agreement

**3 Purpose of Loan**

The Borrower shall use the Loan for business purposes

**4 Covenant to Pay**

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities on the Repayment Date or, if earlier, on an Event of Default

**5 Grant of Security**

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

**6 Perfection of Security**

The Borrower consents to an application being made by the Lender 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 is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2013 in favour of Jabac Finances Limited of Lynwood House, 373 - 375 Station Road, Harrow, Middlesex, HA1 2AW referred to in the charges register "

**7 Representations and Warranties**

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

**8 Covenants**

The Borrower covenants with the Lender in the terms set out in Schedule 3

**9 Powers of the Lender**

The Lender shall have the powers set out in Schedule 4

**10 Enforcement of Security**

**10.1 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 Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender 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

**10.2 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

**11 Costs and Indemnity**

The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, 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 Borrower in performing any of its obligations under this mortgage

**12 Release**

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

**13 Assignment and Transfer**

**13 1 Assignment by the Lender**

The Lender may not assign or transfer the whole or any part of the Lender's rights and/or obligations under this mortgage to any person

**13 2 Assignment by the Borrower**

The Borrower 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

**14 Continuing Security**

**14 1 Continuing security**

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

**14 2 Rights cumulative**

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

**14 3 Waivers**

Any waiver or variation of any right by the Lender (whether arising under this mortgage or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given, and shall not prevent the Lender from subsequently relying on the relevant provision

**14 4 Further exercise of rights**

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

**14 5 Delay**

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

**14.6 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

**15 Notices**

**15.1 Service**

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

15.1.1 in writing, delivered personally or sent by pre-paid first-class letter or fax, and

15.1.2 sent

15.1.2.1 to the Borrower at

Attention The Directors of Theori Demetri Binning Partnership Limited

15.1.2.2 to the Lender at

to the Lender at Lynwood House, 373 - 375 Station Road, Harrow,  
Middlesex, HA1 2AW

Jabac Finances Limited

Fax 020 8357 5585

Attention The Directors of Jabac Finances Limited

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

**15.2 Receipt by Borrower**

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

15.2.1 if given by hand, at the time of actual delivery, and



15.2.2 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 **Error! Reference source not found.** or clause 15.2.1 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

**15.3 Receipt by Lender**

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

**16 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)**

**243 Cann Hall Road, Leytonstone, London, E11 3NL**

**Title No: EGL525558**

## **Schedule 2**

### **(Representations and warranties)**

**1      Ownership of Property**

The Borrower 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 the Encumbrance created by this mortgage

**3      Adverse Claims**

The Borrower 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 Borrower or otherwise

**9      No Prohibitions or Breaches**

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

### **Schedule 3**

#### **(Covenants)**

##### **Part 1 - General covenants**

###### **1 Negative Pledge and Disposal Restrictions**

The Borrower shall not at any time, except with the prior written consent of the Lender

1 1 1 create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage

1 1 2 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

1 1 3 create or grant any interest in the Property in favour of a third party

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

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

###### **4 Compliance With Laws**

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

5 1 1 any representation or warranty set out in Schedule 2, and

5 1 2 any covenant set out in Schedule 3

## **Part 2 - Property covenants**

### **1 Repair and Maintenance**

The Borrower shall keep all fixtures and fittings on the Property in good repair and condition and shall keep the Property 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 Borrower shall not, without the prior written consent of the Lender

2 1 1 pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur, or

2 1 2 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 - Property covenants of Schedule 3)

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

### **3 Development Restrictions**

The Borrower shall not, without the prior written consent of the Lender

3 1 1 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

3 1 2 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 Borrower 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 aerals, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Landlord reasonably requires to be insured against from time to time

4.2 The Borrower shall, if requested by the Lender, produce to the Lender 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 Borrower

5.1.1 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

5.1.2 shall (if the Lender so requires) produce to the Lender the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease)

## **6 No Invalidity of Insurance**

The Borrower 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

7.1.1 immediately be paid to the Lender, or

7.1.2 if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower upon trust for the Lender

## **8 Leases and Licences Affecting the Property**

The Borrower shall not, without the prior written consent of the Lender which consent, in the case of paragraph 8.1.4, is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent

8.1.1 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

8 1 2 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

8 1 3 let any person into occupation of or share occupation of the whole or any part of the Property, or

8 1 4 grant any consent or licence under any lease or licence affecting the Property

**9 No Restrictive Obligations**

The Borrower shall not, without the prior written consent of the Lender, 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 Borrower 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 Lender

**11 Compliance With and Enforcement of Covenants**

The Borrower shall

11 1 1 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 Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed, and

11 1 2 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 Borrower shall

12 1 Give full particulars to the Lender 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 Lender so requires, immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may desire

**13 Payment of Outgoings**

The Borrower shall

13 1 1 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 Borrower shall permit the Lender and any person appointed by them to enter on and inspect the Property on reasonable prior notice

**15 VAT Option to Tax**

The Borrower shall not, without the prior written consent of the Lender

15 1 Exercise any VAT option to tax in relation to the Property

15 2 Revoke any VAT option to tax exercised prior to and disclosed to the Lender in writing prior to the date of this mortgage



#### **Schedule 4**

##### **(Powers of the Lender)**

#### **1 Power to Remedy**

1 1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.

1 2 In remedying any breach in accordance with paragraph 1 1 of Schedule 4, the Lender and its agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

#### **2 Exercise of Rights**

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this mortgage. The exercise of those rights shall not make the Lender 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 Agreement or this mortgage when due, unless its 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 the Agreement or this mortgage

#### **2 Non-compliance**

The Borrower fails (other than a failure to pay) to comply with any provision of the Agreement or this mortgage and, if the Lender 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 Lender notifying the Borrower of the default and the remedy required
- 2 2 The Borrower becoming aware of the default

#### **3 Misrepresentation**

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

#### **4 Insolvency**

- 4 1 The Borrower 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 Borrower

## **Schedule 6**

### **(Repayment)**

#### **1 Repayment**

The Borrower shall repay the Loan by the date set out in the Agreement by making monthly payments as set out in the Schedule to the Agreement

Signed as a deed by Kyriakoulla  
Chartou (as Director) for and on behalf  
of Theon Demetri Binning Partnership  
Limited in the presence  
of. . .



SIGNATURE OF BORROWER

**Nafeesa Patel**  
**Solicitor**

SIGNATURE OF WITNESS  
NAME, ADDRESS AND  
OCCUPATION OF WITNESS



**WHITMORE LAW LLP**  
**S O L I C I T O R S**  
UNIT 3, BALFOUR HOUSE  
390-398 HIGH ROAD  
ILFORD, ESSEX IG1 1TL  
DX 124835 ILFORD 7  
TEL. 020 8477 1399  
FAX. 020 8477 1799

Signed as a deed by Adam Newman (as  
Director) for and on behalf of Jabac  
Finances Limited in the presence of.

SIGNATURE OF LENDER

SIGNATURE OF WITNESS  
NAME, ADDRESS AND  
OCCUPATION OF WITNESS