



Registration of a Charge

Company name: **WHITELAKE INVESTMENTS LIMITED**

Company number: **04657724**

Received for Electronic Filing: **14/02/2018**



X6ZQQ3IX

Details of Charge

Date of creation: **07/02/2018**

Charge code: **0465 7724 0010**

Persons entitled: **REAL ESTATE ASSOCIATES (GP) PLC**

Brief description: **67 WEST STREET ERITH DA8 1AG REGISTERED AT LAND REGISTRY
UNDER TITLE NUMBER: SGL543028**

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 THIS IS A TRUE COPY OF THE ORIGINAL DEED.**

Certified by: **A C OMU, SOLICITOR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4657724

Charge code: 0465 7724 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th February 2018 and created by WHITELAKE INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2018 .

Given at Companies House, Cardiff on 16th February 2018

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

DATED

07 FEBRUARY

2018

MORTGAGE DEED

REAL ESTATE ASSOCIATES (GP) PLC

and

WHITELAKE INVESTMENTS LIMITED

THIS MORTGAGE DEED is made this day of ^{7th} FEBRUARY 2018

B E T W E E N:

(1) **WHITELAKE INVESTMENTS LIMITED** (company registration number 04657724) whose registered office is at 12 Old Bexley Lane, Bexley, Kent, DA5 2BN (the "Borrower");

AND

(2) **REAL ESTATE ASSOCIATES (GP) PLC** (company registration number 04862610) whose registered office is at 130 Western Avenue, Buckingham MK18 1LS (the "Lender")

WITNESSES as follows:

1. Covenant to pay

The Borrower covenants when the same shall be or become due or, in the absence of any specified due date, on demand to pay and discharge to the Lender all monies obligations and liabilities whether principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower to the Lender whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style together with interest charges and other expenses so that interest shall be calculated and compounded in accordance with the usual practice of the Lender from time to time as well after as before any demand made or judgment obtained hereunder under the terms of a Facility Agreement dated ^{07 February} 2018 addressed to the Borrower by the Lender containing the terms and conditions on which the monies referred to herein are to be made available to the Borrower (as amended or supplemented from time to time).

2. Charge

2.1 The Borrower with full title guarantee and as a continuing security charges with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged by the Borrower:

2.1.1 by way of first legal mortgage any freehold leasehold or other immoveable property referred to in the Schedule to this Mortgage Deed together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon;

- 2.2 The security from time to time constituted by or pursuant to this Mortgage Deed shall be in addition to and shall not prejudice determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the monies obligations and liabilities hereby secured. No prior security held by the Lender over the property charged by this Mortgage Deed or any part of it shall merge in the security created hereby or pursuant hereto which will remain in force and effect as a continuing security until discharged by the Lender.

3. Restrictions on Dealing

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

- 3.1 create or permit to subsist any mortgage charge pledge hypothecation lien (other than a lien arising by operation of law) or other security interest on any of its assets other than this Mortgage Deed;
- 3.2 sell transfer lease lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into an agreement or grant any option for any such sale transfer lease loan or other disposal;
- 3.3 part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Section 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any Receiver appointed under this Mortgage Deed and being an agent of the Borrower and the Lender may grant or accept surrenders of leases without restriction at any time after the Lender shall have demanded the payment or discharge of any of the monies obligations and liabilities hereby secured;
- 3.4 pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Borrower except for the purpose of effecting repairs or replacing the same.

4. Covenants by the Borrower

4.1 The Borrower shall:

- 4.1.1 keep all buildings and all plant machinery fixtures and fittings in good repair and condition and permit any person or persons nominated by the Lender free access at all times to view the state and condition thereof;
- 4.1.2 insure and keep insured such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as the Lender may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Lender noted upon all policies of such insurance or, if the Lender shall require, in the joint names of the Borrower and the Lender and will produce or deposit with the Lender all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances;
- 4.1.3 apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the monies obligations and liabilities secured by this Mortgage Deed;
- 4.1.4 punctually pay all rents taxes duties assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Mortgage Deed is held;
- 4.1.5 pay into its account with the Lender all monies which it may receive in respect of its book or other debts and all licence fees, royalties and other monies deriving from its intellectual property and until such payment will hold all such monies on trust for the Lender and shall not without the prior written consent of the Lender release factor sell at discount charge assign or otherwise deal with such debts licence fees royalties or other monies otherwise than by getting in and paying the same into such account;
- 4.1.6 subject to the rights of any prior mortgagee deposit with the Lender all deeds certificates and documents constituting or

evidencing title to the property or any part thereof charged by the Mortgage Deed and all insurance policies;

- 4.1.7 comply with the provisions of all present or future statutes and directives and every notice order or direction made under any of the foregoing;
 - 4.1.8 provide the Lender with all financial and other information with respect to the assets, liabilities and affairs of the Borrower that the Lender may from time to time require.
- 4.2 If the Borrower shall fail to satisfy the Lender that he has performed any of his obligations under Clause 4.1 then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the monies expended by the Lender shall be reimbursed by the Borrower on demand and until so reimbursed shall carry interest as mentioned in Clause 1 from the date of payment to the date of reimbursement.

5. Enforcement

- 5.1 This Mortgage Deed shall become enforceable:
 - 5.1.1 if any of the monies obligations and liabilities secured by this Mortgage Deed shall not be paid or discharged by the Borrower in accordance with Clause 1; or
 - 5.1.2 if the Borrower shall be in breach of any provision of this Mortgage Deed or of any agreement containing any terms and conditions of or applicable to the monies obligations and liabilities secured by this Mortgage Deed;
 - 5.1.3 if an encumbrancer shall take possession of or a receiver shall be appointed over or any secured creditor of the Borrower shall seek to enforce his security in respect of all or any of the property or assets charged by this Mortgage Deed;
 - 5.1.4 if the Borrower shall enter into any composition or arrangement for the benefit of his creditors;

- 5.1.5 any other event shall take place which in the opinion of the Lender puts in jeopardy all or any part of the security created by this Mortgage Deed;
- 5.2 Section 103 of the Law of Property Act 1925 shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or extended by this Mortgage Deed shall arise on and be exercisable at any time after the Lender shall have demanded the payment or discharge by the Borrower of all or any of the monies obligations and liabilities secured by this Mortgage Deed.
- 5.3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Mortgage Deed.

6. Receiver

- 6.1 At any time after this Mortgage Deed has become enforceable or if the Borrower so requests in writing the Lender may without further notice to the Borrower appoint by writing under hand or under seal any one or more persons either singly jointly severally or joint and severally to be a receiver, receiver and manager or administrative receiver (each a "Receiver") of all or any part of the property charged by this Mortgage Deed and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.
- 6.2 Any Receiver shall be the agent of the Borrower, which shall be solely responsible for his acts and defaults, and the payment of his remuneration.
- 6.3 Any Receiver shall have all the powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagors mortgagees in possession (but without liability as such) receivers administrative receivers and administrators appointed under those Acts which in the case of joint receivers may be exercised either jointly or severally. In addition, but without prejudice to the generality of the foregoing the Receiver shall have power (in the name of the Borrower or otherwise and in such manner and on such terms and conditions as he shall think fit) to:

- 6.3.1 take possession of collect and get in all or any party of the property in respect of which he is appointed and for that purpose to take any proceedings;
- 6.3.2 carry on or concur in carrying on the business of the Borrower and to raise money from the Lender or others on the security of any property charged by this Mortgage Deed;
- 6.3.3 purchase or acquire any land and purchase, acquire and grant any interest in or right over land;
- 6.3.4 sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Mortgage Deed and to carry any such transactions into effect;
- 6.3.5 sell, assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed;
- 6.3.6 make any arrangement or compromise between the Borrower and any other person, which he may think expedient;
- 6.3.7 make and effect all repairs improvement and insurances;
- 6.3.8 purchase material tools equipment goods or supplies;
- 6.3.9 employ engage and appoint manages and other employees and professional advisers;
- 6.3.10 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Mortgage Deed and which he lawfully may or can do.

7. Application of Proceeds

Any monies received by the Lender or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Mortgage Deed be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Borrower:

- 7.1 in the payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him;
- 7.2 in the payment of the Receiver's remuneration;
- 7.3 in or towards the satisfaction of the monies obligations and liabilities secured by this Mortgage Deed in such order as the Lender in its absolute discretion thinks fit;
- 7.4 in payment of the surplus (if any) to the person or persons entitled to it.

8. Protection of Third Parties

No person dealing with a Receiver or the Lender shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Mortgage Deed or as to the application of any money paid raised or borrowed or as to the propriety of regularity of any sale by or other dealing with such Receiver or Lender. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a Receiver or the Lender.

9. Entry into Possession

If the Lender or any Receiver shall enter into possession of the property hereby charged or any part thereof it or he may from time to time and at any time go out of such possession. Neither the Lender nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Borrower for anything except its or his actual receipts or be liable to the Borrower for any loss or damage arising from any realisation of the property hereby charged or from any act default or omission in relation thereto.

10. Power of Attorney

The Borrower irrevocably appoints the Lender any Receiver and any person nominated by the Lender jointly and also severally to be the attorney of the Borrower with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents which the Lender or any Receiver may require or deem proper for any of the purposes of or which the

Borrower ought to do under this Mortgage Deed. The Borrower agrees to ratify and confirm anything such attorney shall lawfully and properly do.

11. Prior Charges

If there is any encumbrance over any of the property charged by this Mortgage Deed which ranks in priority to this Mortgage Deed and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior encumbrance the Lender or any Receiver appointed under this Mortgage Deed in respect of such property may (but without prejudice to any rights the Receiver may have under Section 43 of the Insolvency Act 1986) redeem such prior encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgage chargee or encumbrancer. Any account so settled and passed shall be conclusive and binding on the Borrower and all the principal interest costs charges and expenses of the incidental to such redemption or transfer shall be secured on the property charged by this Mortgage Deed and all the powers conferred by any prior encumbrancer or any receiver thereunder shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included in this Mortgage Deed.

12. Further Assurance

12.1 The Borrower shall whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require at the Borrower's cost over any property or assets specified by the Lender for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the monies obligations and liabilities secured by this Mortgage Deed.

12.2 This Mortgage Deed secures further advances.

13. Set-off

The Lender may at any time and without notice to the Borrower combine or consolidate all or any of the Borrower's then existing accounts with the liabilities to the Lender and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Borrower to the Lender on any other account or in any other respects. The Lender shall notify the Borrower that such a transfer has been made.

14. Costs and Indemnity

- 14.1 All costs charges and expenses incurred by the Lender in relation to this Mortgage Deed or the monies and liabilities hereby secured shall be reimbursed by the Borrower to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest as mentioned in Clause 1 from the date of payment to the date of reimbursement and be secured on the property charged by this Mortgage Deed.
- 14.2 The Lender and every Receiver attorney or other person appointed by the Lender under this Mortgage Deed and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the property charged by this Mortgage Deed in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Mortgage Deed and against all actions proceedings losses costs claims and demands in respect of any matter or thing done or omitted in any way relating to the property charged by this Mortgage Deed and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Mortgage Deed.

15. Miscellaneous

- 15.1 The Lender may without discharging or in any way affecting the security created by this Mortgage Deed or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedies securities guarantees or other rights which it may now or in the future have from or against the Borrower and may make any arrangement variation or release with any person or persons without prejudice either to this Mortgage Deed or the liability of the Borrower for the monies obligations and liabilities secured by this Mortgage Deed.
- 15.2 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Mortgage Deed and the expression "the Lender" shall include its successors and assigns and the Lender shall be entitled to disclose any information to any actual or prospective assignee successor or participant.

15.3 The provisions of this Mortgage Deed shall be severable and if at any time any one or more such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired.

15.4 The rights and remedies of the Lender provided by this Mortgage Deed are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time and as often as the Lender may deem expedient.

15.5 Any reference in this Mortgage Deed to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

16. Notices

Any demand or notice under this Mortgage Deed may be served personally on the Borrower or may be sent by post or facsimile or may be delivered to the office of the Borrower or his last known place of business. If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered. If sent by facsimile it shall be deemed to have been received (whether or not actually received) at the time of despatch.

17. Governing Law and Jurisdiction

This Mortgage Deed shall be governed by and construed in accordance with the laws of England and the Borrower irrevocably submits to the non-exclusive jurisdiction of the English Courts.

18. Land Registry

The Borrower hereby applies to the Chief Land Registrar for a restriction to be entered on the register of its title to registered properties charged by this Mortgage Deed that: "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 this Charge".

IN WITNESS whereof the Borrower has executed this Mortgage Deed as a Deed the day and year first above written.

SCHEDULE

Clause 2.1.1

The Freehold property known as 67 West Street Erith DA8 1AG registered at Land Registry under title number: SGL543028

Executed and unconditionally delivered as a deed by

WHITELAKE INVESTMENTS LIMITED

J Johnson

JORDAN RONALD JOHNSON

in the presence of:

Witness Signature:

Victoria Ogilvie-James

Witness Name:

VICTORIA OGILVIE-JAMES

Witness Address:

35 MONTPELIER VALE LONDON SE30TJ.