

MR01

Particulars of a charge

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Oyez

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

☒ **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 MR0



R2EUKOHT

RCS 16/08/2013 #129

COMPANIES HOUSE

A2EFMQK3

A05 10/08/2013 #39

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
must be scanned and placed on the public record

FRIDAY
SAT
SUN

1 Company details

Company number 03090826

Company name in full Keycharge 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 09/08/2013

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 Metro Bank plc

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

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

38 Lancaster Mews Lancaster Gate Paddington London W2 3QF as the same is registered at HM Land Registry with T/No NGL62936 and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situated on it

✓

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

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Particulars of a charge

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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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X


Hart Brown




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 Mr Sean Logan
Company name Hart Brown Solicitors
Address 58 High Street
Post town Wimbledon
County/Region London
Postcode S W 1 9 5 E E
Country
DX DX 35050 Wimbledon Village
Telephone 020 8947 8171
 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
<input type="checkbox"/> The company name and number match the information held on the public Register
<input type="checkbox"/> You have included a certified copy of the instrument with this form
<input type="checkbox"/> You have entered the date on which the charge was created
<input type="checkbox"/> You have shown the names of persons entitled to the charge
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input type="checkbox"/> You have given a description in Section 4, if appropriate
<input type="checkbox"/> You have signed the form
<input type="checkbox"/> You have enclosed the correct fee
<input type="checkbox"/> 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 or email enquires@companieshouse.gov.uk
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3090826

Charge code: 0309 0826 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th August 2013 and created by KEYCHARGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2013

DK

Given at Companies House, Cardiff on 20th August 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

09 AUGUST

2013

- (1) KEYCHARGE LIMITED and
- (2) METRO BANK PLC

**CORPORATE
LEGAL MORTGAGE
OVER LAND
DETAILED IN SCHEDULE 1**

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

Name SEAN WOOLAN

Date 15/08/2013

Hart Brown Solicitors
58 High Street
Wimbledon
London SW19 5EE

LAND REGISTRATION ACT 2002

County and District: CITY OF WESTMINSTER
Title Number: NGL62936
Property: 38 Lancaster Mews Lancaster Gate London W2 3QF

THIS DEED dated 9 AUGUST 2013

is made between

- (1) KEYCHARGE LIMITED, incorporated and registered in England and Wales with registered number 03090826 whose registered office is at c/o Latham Lambourne Priory Buildings Church Hill Orpington Kent BR6 0HH (the **Chargor**), and
- (2) METRO BANK PLC whose registered office is at One Southampton Row, London, WC1B 5HA (registered number 6419578) (the **Lender**)

This Deed witnesses as follows

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed

Charged Property means the property, assets, debts, rights and undertaking charged to the Lender by this Deed and includes any part of them or interest in them,

Encumbrance means any mortgage, charge (whether fixed or floating), option, pledge, lien, hypothecation, assignment, trust arrangement, title retention (other than title retention arising in the ordinary course of trading as a result of a supplier's standard terms of business) or other right having the effect of constituting security and any agreement, whether conditional or otherwise, to create any of the foregoing,

Event of Default has the meaning ascribed to that term on the Loan Agreement,

Expenses means all fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Chargor or this Deed or the Loan Agreement and the preparation, negotiation and creation of this Deed and/or in relation to the Charged Property and/or breach of any provision of, and the protection realisation or enforcement of, this Deed or the Loan Agreement, in each case on a full indemnity basis,

Full Title Guarantee has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994,

Insolvency Event means in relation to any person (whether an individual or a body corporate) (i) that person becomes insolvent or unable to pay its debts as they fall due or (ii) any steps are taken for or with a view to the making of an administration order or the appointment of an administrator or trustee in bankruptcy in respect of that person or any

steps are taken for or with a view to the winding-up, dissolution, liquidation, reconstruction or reorganisation of that person or (iii) a bankruptcy petition is presented or (iv) that person enters into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding, or in expectation of, insolvency or stopping or threatening to stop payments to creditors generally or (v) an encumbrancer takes possession or a trustee in bankruptcy (in the case of an individual) or a receiver or manager is appointed of the whole or any material part of that person's assets and includes any equivalent or analogous proceedings by whatever name known in whatever jurisdiction,

Interest means interest at the prevailing rate charged to the Chargor by the Lender from time to time under the Loan Agreement and if there is no such rate at the rate of 4% per annum above the base rate from time to time of Metro Bank Plc and so that interest shall be computed and compounded as well after as before any demand made or decree or judgment obtained under this Deed,

LPA means the Law of Property Act 1925,

Loan Agreement means any agreement or instrument from time to time constituting or evidencing the Secured Liabilities including without limitation the loan agreement or facility letter between the Chargor and the Lender, as amended or supplemented from time to time,

Planning Acts mean the Town and Country Planning Act 1990 Planning (Listed Buildings and Conservation Areas) Act 1990 Planning (Consequential Provisions) Act 1990 Planning (Hazardous Substances) Act 1990 Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004,

Property means the freehold property described in Schedule 1 together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on such property and the proceeds of sale of such assets and the benefit of all warranties guarantees or other agreements from time to time relating to the Property or any such buildings or fixtures,

Receiver means a receiver and/or administrator and/or manager (and, if permitted by law, an administrative receiver) and any substitute for any such person and whether appointed under this Deed or pursuant to any statute or otherwise,

Secured Liabilities means all or any monies and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Lender by any Chargor, whether actually or contingently, solely or jointly and whether as principal or surety, and whether or not the Lender shall have been an original party to the relevant transaction, including without limitation, interest, discount, commission and all other charges or expenses which the Lender may charge or incur in respect of any of those matters, and so that interest shall be computed and compounded according to the Lender's usual rates and practice as well after as before any demand made or decree or judgment obtained under this Deed,

Security means the security constituted by this Deed and any other security created or constituted by the Chargor pursuant to or in compliance with any requirement made pursuant to this Deed or the Loan Agreement, and

Subsidiary has the meaning given in Section 1159 of the Companies Act 2006

1 2 In this Deed, unless the context otherwise requires

1 2 1 any reference to a clause, sub-clause, schedule or party is to a clause, sub-clause of, or schedules or party to, this Deed,

1 2 2 all references to a statute shall be construed as including references to

(a) any statutory modification, consolidation or re-enactment (whether before or after the date of this Deed) for the time being in force,

(b) all statutory instruments or orders made pursuant to that statute, or

(c) any statutory provisions of which it is a consolidation, re-enactment or modification,

1 2 3 any phrase introduced by the terms 'including', 'include, in particular' or any similar expression is illustrative only and does not limit the sense of the words preceding those terms,

1 2 4 any reference to this Deed or to any other agreement or document shall be construed as references to this Deed or, as the case may be, such other agreement or document, in each case as amended, supplemented, restated or novated from time to time,

1 2 5 a reference to the singular included the plural and vice versa, and

1 2 6 any reference to any person shall be construed as a reference to that person's successors and assigns

1 3 The headings in this Deed are inserted for convenience only and do not affect the interpretation of this Deed

1 4 If there shall be more than one person named as the Chargor in this Deed, then the liabilities and obligations of such persons under this Deed shall be joint and several and references to the Chargor in this Deed shall be construed and references to all such persons or to each or any of them, as the context admits

2 COVENANT TO PAY

The Chargor covenants with the Lender that it will pay and discharge to the Lender, the Secured Liabilities immediately on demand as and when the same are expressed to be due for payment in accordance with their respective terms

3 SECURITY

3 1 The Chargor with Full Title Guarantee charge as continuing security for the payment and discharge of the Secured Liabilities

3 1 1 by way of legal mortgage the Property, and

3 1 2 by way of fixed charge all present and future estates, interests, rights and benefits belonging to or enuring to the Chargor under the terms of any lease granted in respect of the Property, and

3 1 3 by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Deed on or in or used in connection with the Property or the business or undertaking conducted at the Property (but not including any belonging to any tenant

4 NEGATIVE PLEDGE

4 1 The Chargor shall not without the prior written consent of the Lender

4 1 1 create or permit to subsist or arise any Encumbrance on the Charged Property or any part thereof or

4 1 2 sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or, assign or otherwise dispose of all or any part of the Property

5 COVENANTS BY THE CHARGOR

5 1 The Chargor covenants with the Lender at all times during the continuance of the Security

5 1 1 to keep (or to procure the keeping of) the buildings installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or thereon and other erections from time to time upon the Property in good and substantial repair and when necessary replace the same with items of similar quantity and value,

5 1 2 you will maintain insurance on and in relation to the Property with reputable underwriters or insurance companies against all usual risks and special perils (including but not limited to subsidence and inflating proofing) at least to the amount of the current reinstatement cost as per the valuation report, inclusive of surveyor's fees and local authority fees, and you will ensure that the interest of the Lender as mortgagee is noted on such policies,

5 1 3 not to allow anything to occur which may make any insurance policy void or voidable and to apply sums received under any insurance policy as the Lender requires,

5 1 4 all moneys received on any insurance in respect of loss or damage to the property shall, as the Lender requires, either be applied in making good such loss or damage in respect of which moneys are received, or paid to the Lender in or towards payment of the Secured Liabilities,

5 1 5 to comply in all material respects with the terms of all applicable laws directives and regulations affecting the use, enjoyment or occupation of the Property, including without limitation all environmental laws, legislation relating to public

health, town & country planning, control and handling of hazardous substances or wastes, fire precautions and health and safety at work and forthwith to notify the Lender in writing of any non-performance or non-observance or any alleged non-performance or non-observance,

5 1 6 to perform and observe all agreements restrictions stipulations and conditions affecting the Property or the use or enjoyment of it and forthwith to notify the Lender in writing of any non-performance or non-observance or any alleged non-performance or non-observance,

5 1 7 not to apply for nor implement any planning permission in respect of the Property without the consent in writing of the Lender and if so required by the Lender in writing (but not otherwise) to apply for any planning permission which may be necessary to make any use of the Property lawful under the Planning Acts,

5 1 8 to manage or procure the management of the Property diligently in accordance with the principles of good estate management and promptly notify the Lender of any material default by any lessee or other occupier of a Property,

5 1 9 ensure that no person

(a) demolishes any buildings or erections on any Property,

(b) makes any structural alteration to any Property, or

(c) removes any fixtures from any Property, without the prior consent of the Lender,

5 1 10 to ensure all rates, rents, outgoings and other sums payable out of or in respect of any Property are promptly paid,

5 1 11 without the prior written consent of the Lender, not to carry out or permit to be carried out any development for which planning permission is required at the Property or make (or permit others to make) any application for planning permission, or implement any planning permission,

5 1 12 not to waive, release or vary any term of, or exercises any option or power to break, determine or extend (or agree to do any of the foregoing), of any head lease,

5 1 13 not to do anything under its head lease which may result in its forfeiture and must promptly notify the Lender of anything which may result in the forfeiture or determination of the head lease,

5 1 14 not to alter the VAT status of a Property,

5 1 15 where the Property is leasehold

(a) to pay punctually all rents and other charges under, and to perform and observe all covenants and conditions contained in, the applicable lease to be paid performed and observed by the lessee, and

- (b) to enforce the due observance and performance of all obligations of all other parties to the lease, and

5 1 16 to notify the Lender of the occurrence of any Event of Default forthwith upon becoming aware of the same

6 POWER TO REMEDY

If the Chargor fails to perform or observe any covenant agreement or condition on their part contained in this Deed it shall be lawful for but not obligatory for the Lender to make good such failure in whole or in part and at the Chargor's cost to remedy such failure

7 ENFORCEMENT

7 1 This Security shall be enforceable immediately upon the occurrence of an Event of Default, and the Secured Liabilities shall become immediately due and payable to the extent not already due or demanded in accordance with their terms

7 2 Section 103 LPA shall not apply to this Deed nor to any sale by the Lender or a Receiver under that Act and the Secured Liabilities shall be deemed to have become due, and the statutory power of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under this Deed) shall as between the Lender or such Receiver and a purchaser from the Lender or such Receiver arise and be exercisable at any time after the execution of this Deed provided that the Lender shall not exercise this power of sale until an Event of Default shall have occurred but this proviso shall not affect a purchaser or put him upon enquiry as to whether such monies have become payable or as to whether an Event of Default has occurred

8 APPOINTMENT AND POWERS OF RECEIVER

8 1 The Lender shall be entitled to appoint in writing under hand any person or persons to be a Receiver of all or any part of the Charged Property (and where more than one Receiver is appointed they may be given power to act either jointly or severally) at any time after the occurrence of an Event of Default

8 2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place

8 3 The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall each alone be personally liable for their acts defaults omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to, but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers or the generality of the foregoing) the Receiver shall have power in the name of the Chargor or otherwise to do the following things namely

8 3 1 to take possession of collect and get in all or any part of the Charged Property and for that purpose to take any proceedings as he shall think fit,

- 8 3 2 to sell, lease surrender or accept surrenders of leases, charge or otherwise deal with or dispose of the Charged Property without restriction including (without limitation) power to sever, and dispose of any fixtures or chattels separately from the land,
- 8 3 3 to make and effect all repairs and improvements to the Property,
- 8 3 4 to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit, and
- 8 3 5 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do
- 8 4 All of the powers of the Receiver under this Deed may be exercised by the Lender at any time after the Secured Liabilities have become due, whether as attorney of the Chargor or otherwise, and whether or not a Receiver has been appointed
- 8 5 All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this Deed shall be applied
 - 8 5 1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it),
 - 8 5 2 second in paying the remuneration of any Receiver (as agreed between him and the Lender),
 - 8 5 3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine, and
 - 8 5 4 finally in paying any surplus to the Chargor or any other person entitled to it
- 8 6 Neither the Lender nor any Receiver shall be bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities

9 LENDER'S LIABILITY

In no circumstances shall the Lender be liable to account to the Chargor as mortgagee in possession or otherwise for any moneys not actually received unconditionally and irrevocably by the Lender

10 PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Deed or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such Receiver All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Lender or any Receiver

11 FURTHER ASSURANCE AND POWER OF ATTORNEY

- 11 1 The Chargor shall from time to time execute and do all such assurances and things as the Lender may reasonably require for perfecting this Security and, after the monies secured by this Deed shall have become payable, for facilitating the realisation of all or any part of the Charged Property and for exercising all powers, authorities and discretions conferred by this Deed or by law on the Lender or any Receiver appointed by it
- 11 2 The Chargor by way of security for the payment of the Secured Liabilities irrevocably appoints the Lender to be the attorney of the Chargor to execute and do any things which the Chargor ought to execute and do under this Deed and generally to use the name of the Chargor in the exercise of all or any of the powers conferred on the Lender or any Receiver appointed by it under this Deed and to delegate all or any of the powers conferred by this Deed upon it to any Receiver appointed by it or to such other person or persons as it may in its absolute discretion think fit. The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Deed

12 LENDER'S RIGHTS

- 12 1 All powers of the Receiver may be exercised by the Lender whether as attorney of the Chargor or otherwise
- 12 2 The Chargor agrees that at any time after this Charge becomes enforceable the Lender may as agent of the Chargor remove and sell any chattels on the Property and the Lender shall have the right to retain or set-off such proceeds of sale against any indebtedness of the Chargor to the Lender
- 12 3 The Lender shall on receiving notice that the Chargor has encumbered or disposed of the Charged Property or any part of it or any interest in it be entitled to close any account or accounts of the Chargor and to open a new account or accounts with the Chargor and (without prejudice to any right of the Lender to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any such closed account. If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Chargor to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Chargor to the Lender when it received such notice
- 12 4 The Lender may, without notice to the Chargor and without prejudice to any other right of the Lender under the General Law, set off any Secured Liabilities which are due and unpaid against any obligation (whether or not matured) owed by the Lender to the Chargor
- 12 5 The Lender may, but shall not be obliged so to do, and in addition and without prejudice to any other right of the Lender under the general law, without notice to the Chargor apply any credit balance (whether or not then due) which is at any time held by the Lender for the account of the Chargor or towards satisfaction of the Secured Liabilities of any of them

- 12 6 The Lender may place and retain on a suspense account for as long as it considers fit any moneys received, recovered or realised under or in connection with this Deed without any obligation on the part of the Lender to apply the same in or towards the discharge of the Secured Liabilities

13 CONTINUING SECURITY

- 13 1 The Security shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged

- 13 2 Section 93 of the LPA shall not apply to this Deed or the Security

14 NOTICES

Every notice demand or other communication under this Deed shall be in writing and may be delivered personally or by letter or facsimile or email to the address for such party contained in this Deed, or such address and/or facsimile number and/or email address as may be notified in accordance with this clause 14 by the relevant party to the other party for such purpose

15 MISCELLANEOUS

- 15 1 No delay or omission on the part of the Lender in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Deed of that or any other right or remedy

- 15 2 The Lender's rights under this Deed are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient

16 REGISTERED LAND

The Chargor consents to the entry of the following restriction against the Chargor's title to the Property at the Land Registry and shall provide the Lender with all necessary assistance and/or documentation to permit entry of the restriction

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2013 in favour of **Metro Bank Plc** referred to in the charges register, or their conveyancer "

17 LAW AND JURISDICTION

This Deed is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts

IN WITNESS WHEREOF this document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it

Signed as a Deed by **KEYCHARGE LIMITED** acting by a director and its secretary or by two directors

Director

Director/Secretary

OR

Signed as a Deed by **KEYCHARGE LIMITED** acting by a director in the presence of

Director

Witness signature

Name

(in block capitals)

Address

Signed for and on behalf of **METRO BANK PLC** acting by its duly authorised signatory

Schedule 1
(the Property)

The property known as 38 Lancaster Mews Lancaster Gate Paddington London W2 3QF as the same is registered at HM Land Registry with Title No NGL62936 and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situated on it