

MR01

Particulars of a charge



Companies House

113005/23



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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 there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.gov.uk/companieshouse

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
scanned and placed on the public record. Do not send the original.



A05 26/11/2016 #427
COMPANIES HOUSE

1 Company details

Company number 02139508

Company name in full TALLYSACE LIMITED

For official use
8
→ 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 25/11/2016

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 HERITAGE TRUSTEES LIMITED

Name JOHN BARNETT

Name ALEXANDER RAE BARNETT

Name RAYMOND IAN HARRIS

TRUSTEES OF THE TALLYSACE PENSION SCHEME

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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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

ALL THAT freehold land and premises known as 1 — 10 (inclusive) Cavendish Terrace Feltham in the London Borough of Hounslow which is the land registered at the Land Registry under title number MX6 8045

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ^①

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

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

X

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **P C HAMBLETON**

Company name **W T JONES SOLICITORS**

Address **71 GRAYS INN ROAD**

HOLBORN

Post town

Country/Region **LONDON**

Postcode **W C 1 X 8 T R**

Country **ENGLAND**

DX

Telephone **020 7242 7767**



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2139508

Charge code. 0213 9508 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2016 and created by TALLYSPACE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th November 2016

[Handwritten signature]

Given at Companies House, Cardiff on 2nd December 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified true
copy of original
W T Jones

THIS MORTGAGE is made the 25th day of November 2016 between the Borrower described in the Schedule hereto which expression shall also where the context so admits include any person deriving title under him or entitled to redeem this Mortgage ("the Borrower") of the one part and the Mortgagee described in the Schedule hereto ("the Mortgagee") of the other part

WHEREAS.

1 The Borrower is the owner of the land and premises being the property more particularly described in the Schedule hereto ("the Property")

2 The Mortgagee has agreed with the Borrower to lend to the Borrower the Principal Sum described in the Schedule hereto upon having the repayment thereof with Interest as hereinafter mentioned secured in manner hereinafter appearing

NOW THIS DEED made in pursuance of that Agreement and in consideration of the Principal Sum paid by the Mortgagee to the Borrower the receipt of which sum the Borrower hereby acknowledges WITNESSES AS FOLLOWS:

1 Subject to clause 3(c) hereof the Borrower hereby covenants with the Mortgagee to pay to the Mortgagee on the twenty eighth day after the date hereof the Principal Sum with interest thereon from the date hereof at the rate specified in the Schedule hereto ("Interest") and also if the Principal Sum or any part thereof is not so paid to pay the Mortgagee Interest on the Principal Sum or the amount for the time being hereby secured at the same rate by equal payments in arrears the first such payment to be made one calendar month after the date of this mortgage and such Interest shall accrue due both before and after any Judgment

2. The Borrower with full title guarantee hereby charges by way of Legal Mortgage unto the Mortgagee the Property with the payment to the Mortgagee of the Principal Sum Interest and all other monies hereby covenanted to be paid by the Borrower and other monies for the time being due from the Borrower to the Mortgagee on whatever account

3. The Borrower hereby further covenants with the Mortgagee as follows namely:-

(a) The Borrower shall at all times during the continuance of this security keep the Property insured against fire and such other risks as the Mortgagee may from time to time in writing direct in the full reinstatement value thereof in some insurance office approved in writing by the Mortgagee in the joint names of the Mortgagee and the Borrower through the Insurance agency mentioned in the Schedule hereto (if any) or such other agency as the Mortgagee shall in writing approve and shall duly and punctually pay all the premiums and money necessary for effecting and keeping up such insurance and on demand produce to the Mortgagee the policy of insurance and the receipt for any premium payable in respect thereof and if the Borrower at any time makes default in effecting and keeping up such insurance as aforesaid or in producing to the Mortgagee on demand any policy for such insurance or the receipt for any premium it shall be lawful for the Mortgagee to effect and keep on foot such insurance at the cost of the Borrower which cost shall be repaid to the Mortgagee upon demand

(b) The Borrower shall keep the Property (including roads, drains walls and fences) in good and substantial repair and condition and free from any charges by the Local Authority for works of private improvement or otherwise and if the Borrower at any time makes default in keeping the Property or any part thereof in good and substantial repair and condition and free from all charges by the Local Authority as aforesaid then it shall be lawful for the Mortgagee to discharge any claims by the Local Authority for works of private

improvement or otherwise and without becoming liable as mortgagees in possession to enter upon the Property and there at the cost of the Mortgagee do any work which in his discretion may appear expedient for the purpose of repairing and keeping the same in repair and complying with any notice from the Local Authority to execute any works or otherwise and all money expended by the Mortgagee under this power shall be deemed to have been properly paid by him and shall be repaid to him on demand

(c) If the Borrower:-

(i) pays the Mortgagee the Principal Sum and/or Interest at the rate aforesaid from the date hereof by the monthly instalments at the rate specified in the Loan Agreement referred to in the Schedule hereto the first such payment to be made one calendar month after the date of this Mortgage and thereafter at monthly intervals and

(ii) substantially performs all the Borrower's covenants and obligations under this deed (other than the covenant for the payment of Principal Sum hereby secured) and the Loan Agreement

then the Mortgagee shall not enforce the security hereby constituted before the Repayment Date mentioned in the Schedule hereto provided that notwithstanding and without prejudice to the provisions of this clause the power of sale applicable to this mortgage shall for the protection of a purchaser be deemed to arise on the 28th day after the date hereof and upon the Repayment Date the whole of the monies hereby secured shall forthwith be repaid by the Borrower to the Mortgagee

(d) The Borrower shall not during the continuance of this security without the consent in writing of the Mortgagee register or cause to be registered under the Land Registration Act 2002 or any amendment or re-enactment thereof for the time being in force any other person or persons as proprietors of the Property or any part thereof or any estate right or interest therein and the costs incurred by the Mortgagee of entering from time to time a caution against registration of the Property or any dealing therewith shall be deemed to be costs properly incurred by the Mortgagee under this Mortgage

(e) The Borrower shall on demand repay to the Mortgagee on an indemnity basis all money properly paid and all costs charges and expenses properly incurred hereunder or in connection with this security by the Mortgagee together with Interest thereon from the time of paying or incurring the same until repayment at the said rate and until so repaid such costs charges and expenses shall be charged upon the Property and shall be added to the Principal Sum hereby secured and Interest thereon as aforesaid shall be charged upon the Property and shall be payable by equal monthly payments upon the respective days hereinbefore appointed for payment of Interest by the Monthly Instalment

(f) During the continuance of this security the Borrower shall not without the consent in writing of the Mortgagee grant or agree to grant any lease tenancy licence or right of occupation of the property or any part thereof or accept or agree to accept a surrender of any lease or tenancy thereof

(g) The Borrower will observe and perform all restrictive and other covenants stipulations and obligations of whatever nature for the time being affecting the Property or the mode of user or the enjoyment of the same or any part thereof

(h) The Borrower will not without the previous written consent of the Mortgagee do or suffer to be done on the Property anything which shall be deemed to be development or a change of use thereof within the meaning of the Town and Country Planning Act 1990 or any Act or Acts for the time being in force amending or re-enacting the same and any orders and regulations for the time being in force thereunder or do or suffer or omit to be done any act matter or thing whereby any statutory instrument obligation or regulation under the said

Act or Acts of any other legislation affecting the Property shall be infringed so as to prejudice the Mortgagee or render the Mortgagee or the Property hereby charged subject to any liability under the said Act or Acts or any of them or any other legislation

(i) The Borrower will not without the previous written consent of the Mortgagee create any further mortgage charge or other encumbrance upon the whole or any part of the Property hereby charged

(j) That the present use of the Property is an authorised use under the Planning Control affecting the Property under the Town and Country Planning Act 1990 or any statutory replacement or amendment thereof or orders made thereunder and the Borrower shall not use the Property for any other purpose except with the consent of the Mortgagee and the competent authority and shall deliver any such consent of the competent authority to the Mortgagee who shall be entitled to a copy thereof and if the Borrower persists in such use after a refusal of consent on the part of the Mortgagee all and every or any of the powers and remedies conferred on Mortgagees by the Law of Property Act 1925 as hereby extended shall become exercisable immediately by the Mortgagee

(k) The Borrower hereby expressly warrants that the Borrower has not before the execution hereof carried out any operation upon the Property or put the Property to any use in respect of which an enforcement order may be made under the Town and Country Planning Act 1990 and the orders and regulations made thereunder or in respect of which any requisite permission has not been obtained

(l) The Borrower shall forthwith produce to the Mortgagee any order direction requisition notice or other matter whatsoever affecting or likely to affect the Property and served by the Borrower or upon the Borrower by any third party and allow the Mortgagee to make a copy thereof

(m) That save as disclosed to the Mortgagee in writing prior to the date hereof there is no person in actual occupation of the Property at the date hereof who has any beneficial interest in or right to occupy the Property

(n) the Mortgagee will punctually pay the yearly rent and other rents thereby reserved by the registered lease under which the Property is held together with any service charges and other monies thereby reserved and diligently observe and perform the covenants and conditions on the part of the lessee therein contained

4. It is hereby expressly agreed and declared as follows -

(a) The Borrower hereby irrevocably appoints the Mortgagee and the Mortgagee's substitutes for the time being to be the Borrower's attorney to apply for and procure on the Borrower's behalf any licences permissions or other thing from any competent authority necessary for the execution of repairs and other works hereby authorised to be executed by the Mortgagee on the default of the Borrower and all the expenses incurred by the Mortgagee in securing the said licences permissions and other things shall be treated as part of the costs of the said repairs and such expenses and interest thereon shall be charged upon the Property under the foregoing provisions hereof

(b) This Mortgage is made to secure the Principal Sum and further advances by the Mortgagee to the Borrower and all other liability of the Borrower to the Mortgagee to the intent that it shall constitute a continuing security for all sums and liabilities (whether liquidated or unliquidated) which shall on the execution hereof or at any time hereafter during the continuance of this security be or become owing by the Borrower to the Mortgagee in any manner whatsoever

(c) The power of sale and other powers conferred on a Mortgage by the Law of Property Act 1925 shall apply to this security but without the restrictions therein contained as

to giving notice or otherwise and so that for the purposes of a sale or other exercise of the said powers or any of them the whole of the monies hereby secured shall be deemed to be due and payable on the 28th day after the date hereof and that the restriction on the right of consolidating mortgage securities which is contained in section 93 of the same Act shall not apply to this security and in any such sale the Mortgagee may sell fixtures furnishings and contents of the Property either together with the Property or separately and detached therefrom

(d) Any notice or demand by the Mortgagee hereunder may be served on the Borrower personally or by posting the same to the Borrower by letter addressed to the Borrower at his address herein stated or other the address last known to the Mortgagee and any notice or demand if served by post shall be deemed to be served two days after the time when the letter containing the same is put into a post office or post box situated within the United Kingdom and in proving such service it shall be sufficient to prove that the letter containing the notice or demand was properly addressed and posted aforesaid

(e) The expressions "the Borrower" and the "the Mortgagee" shall where the context so admits include the persons deriving title under them

(f) Obligations undertaken in this Mortgage by more than a single person body or company or a combination of them shall be joint and several obligations and the singular expression shall import the plural and vice versa

(g) The expressions set out in the Schedule hereto shall have the meanings therein defined for all purposes in connection with this Mortgage

5 The Borrower applies to the Chief Land Registrar for the entry of a restriction on the title to the Property as follows.

"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 25th November 2016 in favour of Heritage Trustees Limited John Barnett Alexander Rael Barnett and Raymond Ian Harris as trustees of and for and on behalf of the Tallyspace Pension Scheme referred to in the Charges Register"

6 It is hereby agreed and declared that the liability of Mortgagee shall not be personal but shall be limited to the extent of the assets from time to time of the Tallyspace Pension Scheme and no Trustee shall have any liability after he or it ceases to be a Trustee of the Scheme

7 The liability of the Mortgagee is limited to the assets of the Tallyspace Limited Pension Scheme

IN WITNESS WHEREOF the parties have executed this Mortgage as a deed the day and year before written

THE SCHEDULE

In this Mortgage the following terms shall have the following meanings:-

"the Borrower" shall mean

TALLYSPACE LIMITED whose registered office is at Aston House Cornwall Avenue London N3 1LF (Company number 02139508)

"the Mortgagee" shall mean

HERITAGE TRUSTEES LIMITED whose registered office is at 6 Doolittle Mill Froghall

Road Ampthill Bedford, MK45 2ND (Company
No 06402244) JOHN BARNETT of 18
Northumberland Road New Barnet Herts EN5
1ED ALEXANDER RAE BARNETT of 82
Uphill Road Mill Hill London NW7 4QE
RAYMOND IAN HARRIS of 3 Golfside Close
Friern Barnet Lanc London N20 0RD as trustees
of and for and on behalf of the Tallyspace
Pension Scheme

"the Principal Sum" shall mean

the sum of one million two hundred thousand
pounds (£1,200,000.00)

"the Insurance Agency" shall mean

such agency if any as may be specified or
employed by the Borrower subject to the prior
written approval of the Lender which will not be
unreasonably withheld or delayed

"the Property" shall mean

ALL THAT freehold land and premises known
as 1 — 10 (inclusive) Cavendish Terrace
Feltham in the London Borough of Hounslow
which is the land registered at the Land Registry
under title number MX68045

"the Repayment Date" shall mean

the 25th of June 2021

"Interest" shall mean

interest at the rate of 4% per annum above base
rate for the time being of the Bank of England or
in the event of that base rate ceasing to exist
such other reasonable rate of interest as the
Lender may from time to time in writing specify
during the period from the date on which the
payment is due to the date of payment both
before and after judgment

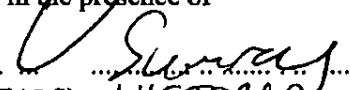
"the Loan Agreement" shall mean

the Loan Agreement dated the same date as this
Mortgage and made between the Borrower of the
one part and the Mortgagee and other trustees of
the Tallyspace Limited Pension Scheme of the
other part a copy of which is attached hereto

The Borrower hereby acknowledges receipt of a copy of this Mortgage

Signed on behalf of TALLYSPACE LIMITED acting by ALEXANDER RAE BARNETT A Director acting under the authority of the company in the presence of


Sign here

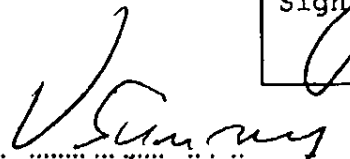

Signature of witness 
Name (in BLOCK CAPITALS) VICTORIA SUMNER
Address 17 WILLFIELD WAY
..... NW11
Occupation P.A.

Signed as a deed by HERITAGE TRUSTEES LIMITED acting by a director and its secretary (or two directors)

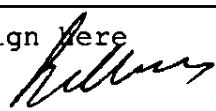
Sign here
Director
Secretary (or Director)

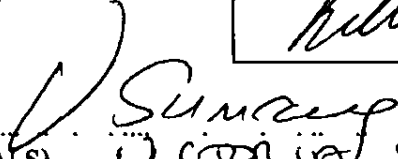
Signed as a deed by JOHN BARNETT in the presence of

Sign here


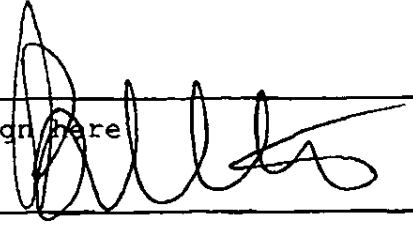
Signature of witness 
Name (in BLOCK CAPITALS) VICTORIA SUMNER
Address ... 17 WILLFIELD WAY
..... NW11
Occupation P.A.

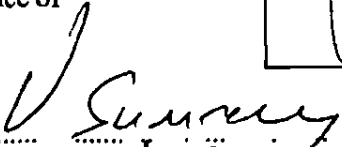
Signed as a deed by RAYMOND IAN HARRIS in the presence of

Sign here


Signature of witness 
Name (in BLOCK CAPITALS) VICTORIA SUMNER
Address 17 WILLFIELD WAY
..... NW11
Occupation P.A.

Signed as a deed by ALEXANDER RAE
BARNETT in the presence of

Signature 

Signature of witness 
Name (in BLOCK CAPITALS) Victoria Surtees
Address .. 17. WILKIE FIELD WAY ..
.....
Occupation P. A. M.W.I

Dated 25th of November 2016

BETWEEN

TALLYSPACE LIMITED

AND

HERITAGE TRUSTEES LIMITED

JOHN BARNETT

RAYMOND IAN HARRIS and

ALEXANDER RAE L BARNETT

MORTGAGE of 1 - 10 (inclusive) Cavendish
Terrace Feltham in the London Borough of
Hounslow

W T. Jones
71 Grays Inn Road
Holborn
London WC1X 8TR
Ref: PCH/TALLYSPACE
November 9, 2016

THIS MORTGAGE is made the 25th day of November 2016 between the Borrower described in the Schedule hereto which expression shall also where the context so admits include any person deriving title under him or entitled to redeem this Mortgage ("the Borrower") of the one part and the Mortgagee described in the Schedule hereto ("the Mortgagee") of the other part

WHEREAS

1 The Borrower is the owner of the land and premises being the property more particularly described in the Schedule hereto ("the Property")

2 The Mortgagee has agreed with the Borrower to lend to the Borrower the Principal Sum described in the Schedule hereto upon having the repayment thereof with Interest as hereinafter mentioned secured in manner hereinafter appearing

NOW THIS DEED made in pursuance of that Agreement and in consideration of the Principal Sum paid by the Mortgagee to the Borrower the receipt of which sum the Borrower hereby acknowledges WITNESSES AS FOLLOWS

1 Subject to clause 3(c) hereof the Borrower hereby covenants with the Mortgagee to pay to the Mortgagee on the twenty eighth day after the date hereof the Principal Sum with interest thereon from the date hereof at the rate specified in the Schedule hereto ("Interest") and also if the Principal Sum or any part thereof is not so paid to pay the Mortgagee Interest on the Principal Sum or the amount for the time being hereby secured at the same rate by equal payments in arrears the first such payment to be made one calendar month after the date of this mortgage and such Interest shall accrue due both before and after any Judgment

2 The Borrower with full title guarantee hereby charges by way of Legal Mortgage unto the Mortgagee the Property with the payment to the Mortgagee of the Principal Sum Interest and all other monies hereby covenanted to be paid by the Borrower and other monies for the time being due from the Borrower to the Mortgagee on whatever account

3 The Borrower hereby further covenants with the Mortgagee as follows namely -

(a) The Borrower shall at all times during the continuance of this security keep the Property insured against fire and such other risks as the Mortgagee may from time to time in writing direct in the full reinstatement value thereof in some insurance office approved in writing by the Mortgagee in the joint names of the Mortgagee and the Borrower through the Insurance agency mentioned in the Schedule hereto (if any) or such other agency as the Mortgagee shall in writing approve and shall duly and punctually pay all the premiums and money necessary for effecting and keeping up such insurance and on demand produce to the Mortgagee the policy of insurance and the receipt for any premium payable in respect thereof and if the Borrower at any time makes default in effecting and keeping up such insurance as aforesaid or in producing to the Mortgagee on demand any policy for such insurance or the receipt for any premium it shall be lawful for the Mortgagee to effect and keep on foot such insurance at the cost of the Borrower which cost shall be repaid to the Mortgagee upon demand

(b) The Borrower shall keep the Property (including roads, drains walls and fences) in good and substantial repair and condition and free from any charges by the Local Authority for works of private improvement or otherwise and if the Borrower at any time makes default in keeping the Property or any part thereof in good and substantial repair and condition and free from all charges by the Local Authority as aforesaid then it shall be lawful for the Mortgagee to discharge any claims by the Local Authority for works of private

improvement or otherwise and without becoming liable as mortgagees in possession to enter upon the Property and there at the cost of the Mortgagee do any work which in his discretion may appear expedient for the purpose of repairing and keeping the same in repair and complying with any notice from the Local Authority to execute any works or otherwise and all money expended by the Mortgagee under this power shall be deemed to have been properly paid by him and shall be repaid to him on demand

(c) If the Borrower -

(i) pays the Mortgagee the Principal Sum and/or Interest at the rate aforesaid from the date hereof by the monthly instalments at the rate specified in the Loan Agreement referred to in the Schedule hereto the first such payment to be made one calendar month after the date of this Mortgage and thereafter at monthly intervals and

(ii) substantially performs all the Borrower's covenants and obligations under this deed (other than the covenant for the payment of Principal Sum hereby secured) and the Loan Agreement

then the Mortgagee shall not enforce the security hereby constituted before the Repayment Date mentioned in the Schedule hereto provided that notwithstanding and without prejudice to the provisions of this clause the power of sale applicable to this mortgage shall for the protection of a purchaser be deemed to arise on the 28th day after the date hereof and upon the Repayment Date the whole of the monies hereby secured shall forthwith be repaid by the Borrower to the Mortgagee

(d) The Borrower shall not during the continuance of this security without the consent in writing of the Mortgagee register or cause to be registered under the Land Registration Act 2002 or any amendment or re-enactment thereof for the time being in force any other person or persons as proprietors of the Property or any part thereof or any estate right or interest therein and the costs incurred by the Mortgagee of entering from time to time a caution against registration of the Property or any dealing therewith shall be deemed to be costs properly incurred by the Mortgagee under this Mortgage

(e) The Borrower shall on demand repay to the Mortgagee on an indemnity basis all money properly paid and all costs charges and expenses properly incurred hereunder or in connection with this security by the Mortgagee together with Interest thereon from the time of paying or incurring the same until repayment at the said rate and until so repaid such costs charges and expenses shall be charged upon the Property and shall be added to the Principal Sum hereby secured and Interest thereon as aforesaid shall be charged upon the Property and shall be payable by equal monthly payments upon the respective days hereinbefore appointed for payment of Interest by the Monthly Instalment

(f) During the continuance of this security the Borrower shall not without the consent in writing of the Mortgagee grant or agree to grant any lease tenancy licence or right of occupation of the property or any part thereof or accept or agree to accept a surrender of any lease or tenancy thereof

(g) The Borrower will observe and perform all restrictive and other covenants stipulations and obligations of whatever nature for the time being affecting the Property or the mode of user or the enjoyment of the same or any part thereof

(h) The Borrower will not without the previous written consent of the Mortgagee do or suffer to be done on the Property anything which shall be deemed to be development or a change of use thereof within the meaning of the Town and Country Planning Act 1990 or any Act or Acts for the time being in force amending or re-enacting the same and any orders and regulations for the time being in force thereunder or do or suffer or omit to be done any act matter or thing whereby any statutory instrument obligation or regulation under the said

Act or Acts of any other legislation affecting the Property shall be infringed so as to prejudice the Mortgagee or render the Mortgagee or the Property hereby charged subject to any liability under the said Act or Acts or any of them or any other legislation

(i) The Borrower will not without the previous written consent of the Mortgagee create any further mortgage charge or other encumbrance upon the whole or any part of the Property hereby charged

(j) That the present use of the Property is an authorised use under the Planning Control affecting the Property under the Town and County Planning Act 1990 or any statutory replacement or amendment thereof or orders made thereunder and the Borrower shall not use the Property for any other purpose except with the consent of the Mortgagee and the competent authority and shall deliver any such consent of the competent authority to the Mortgagee who shall be entitled to a copy thereof and if the Borrower persists in such use after a refusal of consent on the part of the Mortgagee all and every or any of the powers and remedies conferred on Mortgagees by the Law of Property Act 1925 as hereby extended shall become exercisable immediately by the Mortgagee

(k) The Borrower hereby expressly warrants that the Borrower has not before the execution hereof carried out any operation upon the Property or put the Property to any use in respect of which an enforcement order may be made under the Town and Country Planning Act 1990 and the orders and regulations made thereunder or in respect of which any requisite permission has not been obtained

(l) The Borrower shall forthwith produce to the Mortgagee any order direction requisition notice or other matter whatsoever affecting or likely to affect the Property and served by the Borrower or upon the Borrower by any third party and allow the Mortgagee to make a copy thereof

(m) That save as disclosed to the Mortgagee in writing prior to the date hereof there is no person in actual occupation of the Property at the date hereof who has any beneficial interest in or right to occupy the Property

(n) the Mortgagee will punctually pay the yearly rent and other rents thereby reserved by the registered lease under which the Property is held together with any service charges and other monies thereby reserved and diligently observe and perform the covenants and conditions on the part of the lessee therein contained

4 It is hereby expressly agreed and declared as follows -

(a) The Borrower hereby irrevocably appoints the Mortgagee and the Mortgagee's substitutes for the time being to be the Borrower's attorney to apply for and procure on the Borrower's behalf any licences permissions or other thing from any competent authority necessary for the execution of repairs and other works hereby authorised to be executed by the Mortgagee on the default of the Borrower and all the expenses incurred by the Mortgagee in securing the said licences permissions and other things shall be treated as part of the costs of the said repairs and such expenses and interest thereon shall be charged upon the Property under the foregoing provisions hereof

(b) This Mortgage is made to secure the Principal Sum and further advances by the Mortgagee to the Borrower and all other liability of the Borrower to the Mortgagee to the intent that it shall constitute a continuing security for all sums and liabilities (whether liquidated or unliquidated) which shall on the execution hereof or at any time hereafter during the continuance of this security be or become owing by the Borrower to the Mortgagee in any manner whatsoever

(c) The power of sale and other powers conferred on a Mortgage by the Law of Property Act 1925 shall apply to this security but without the restrictions therein contained as

to giving notice or otherwise and so that for the purposes of a sale or other exercise of the said powers or any of them the whole of the monies hereby secured shall be deemed to be due and payable on the 28th day after the date hereof and that the restriction on the right of consolidating mortgage securities which is contained in section 93 of the same Act shall not apply to this security and in any such sale the Mortgagee may sell fixtures furnishings and contents of the Property either together with the Property or separately and detached therefrom

(d) Any notice or demand by the Mortgagee hereunder may be served on the Borrower personally or by posting the same to the Borrower by letter addressed to the Borrower at his address herein stated or other the address last known to the Mortgagee and any notice or demand if served by post shall be deemed to be served two days after the time when the letter containing the same is put into a post office or post box situated within the United Kingdom and in proving such service it shall be sufficient to prove that the letter containing the notice or demand was properly addressed and posted aforesaid

(e) The expressions "the Borrower" and the "the Mortgagee" shall where the context so admits include the persons deriving title under them

(f) Obligations undertaken in this Mortgage by more than a single person body or company or a combination of them shall be joint and several obligations and the singular expression shall import the plural and vice versa

(g) The expressions set out in the Schedule hereto shall have the meanings therein defined for all purposes in connection with this Mortgage

5 The Borrower applies to the Chief Land Registrar for the entry of a restriction on the title to the Property as follows

"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 25th November 2016 in favour of Heritage Trustees Limited John Barnett Alexander Rael Barnett and Raymond Ian Harris as trustees of and for and on behalf of the Tallyspace Pension Scheme referred to in the Charges Register"

6 It is hereby agreed and declared that the liability of Mortgagee shall not be personal but shall be limited to the extent of the assets from time to time of the Tallyspace Pension Scheme and no Trustee shall have any liability after he or it ceases to be a Trustee of the Scheme

7 The liability of the Mortgagee is limited to the assets of the Tallyspace Limited Pension Scheme

IN WITNESS WHEREOF the parties have executed this Mortgage as a deed the day and year before written

THE SCHEDULE

In this Mortgage the following terms shall have the following meanings -

"the Borrower" shall mean

TALLYSPACE LIMITED whose registered office is at Aston House Cornwall Avenue London N3 1LF (Company number 02139508)

"the Mortgagee" shall mean

HERITAGE TRUSTEES LIMITED whose registered office is at 6 Doolittle Mill Froghall

Road Ampthill Bedford, MK45 2ND (Company No 06402244) JOHN BARNETT of 18 Northumberland Road New Barnet Herts EN5 1ED ALEXANDER RAE L BARNETT of 82 Uphill Road Mill Hill London NW7 4QE RAYMOND IAN HARRIS of 3 Golfside Close Friern Barnet Lane London N20 0RD as trustees of and for and on behalf of the Tallyspace Pension Scheme

- "the Principal Sum" shall mean the sum of one million two hundred thousand pounds (£1,200,000 00)
- "the Insurance Agency" shall mean such agency if any as may be specified or employed by the Borrower subject to the prior written approval of the Lender which will not be unreasonably withheld or delayed
- "the Property" shall mean ALL THAT freehold land and premises known as 1 — 10 (inclusive) Cavendish Terrace Feltham in the London Borough of Hounslow which is the land registered at the Land Registry under title number MX68045
- "the Repayment Date" shall mean the 25th of June 2021
- "Interest" shall mean interest at the rate of 4% per annum above base rate for the time being of the Bank of England or in the event of that base rate ceasing to exist such other reasonable rate of interest as the Lender may from time to time in writing specify during the period from the date on which the payment is due to the date of payment both before and after judgment
- "the Loan Agreement" shall mean the Loan Agreement dated the same date as this Mortgage and made between the Borrower of the one part and the Mortgagee and other trustees of the Tallyspace Limited Pension Scheme of the other part a copy of which is attached hereto

The Borrower hereby acknowledges receipt of a copy of this Mortgage

Signed on behalf of TALLYSPACE LIMITED acting by ALEXANDER RAE BARNETT A Director acting under the authority of the company in the presence of

Sign here

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Signed as a deed by HERITAGE TRUSTEES LIMITED acting by a director and its secretary (or two directors)

Sign here

Director

M. Hume Secretary (or Director)

Signed as a deed by JOHN BARNETT in the presence of

Sign here

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Signed as a deed by RAYMOND IAN HARRIS in the presence of

Sign here

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Sign here

Occupation

Dated 25th of November 2016

BETWEEN

TALLYSPACE LIMITED

AND

HERITAGE TRUSTEES LIMITED

JOHN BARNETT

RAYMOND IAN HARRIS and

ALEXANDER RAE L BARNETT

MORTGAGE of 1 - 10 (inclusive) Cavendish
Terrace Feltham in the London Borough of
Hounslow

W T Jones
71 Grays Inn Road
Holborn
London WC1X 8TR
Ref. PCH/TALLYSPACE
November 9, 2016