

# MR01

## Particulars of a charge

078740/13



Companies House

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](http://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 MR08

THURSDAY



A21 \*A500IAQG\* #244  
04/02/2016  
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 will be scanned and placed on the public record

### 1 Company details

Company number 01321490

Company name in full LONDON & SURREY PROPERTY HOLDINGS LIMITED ✓

For official use  
17  
→ 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 01/02/2016

### 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 ANNE-MARIE SMITH ✓

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

BB ACS

AL

# MR01

## Particulars of a charge

4

### Description

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

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

Description

The following properties are subject to this charge

- Parkway House, Sheen Lane, London SW14 8LS, ✓
- 21 Inverness Terrace, Bayswater, London W2 3JR, ✓
- Units 3-11 (inc) Isleworth Business Complex, St John's Road, Isleworth TW7 6NL, ✓
- 9 Marloes Road, London W8 6LQ, ✓
- 88 New Kings Road, Fulham SW6 4LU, and ✓
- The YWCA Hostel, 31 Draycott Avenue, Sloane Square, London SW3 3BT ✓

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

- 3-1.2  
x
- Yes
  - No

6

### Floating charge

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

- ✓
- Yes Continue
  - No Go to **Section 7**

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

- Yes

7

### Negative Pledge

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

- Yes
- No

MR01  
Particulars of a charge

**8** Trustee statement <sup>Ⓢ</sup>

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

<sup>Ⓢ</sup> This statement may be filed after the registration of the charge (use form MR06)

**9** Signature

Please sign the form here

Signature

Signature

X



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 **Jamie Berry**

Company name **TWM Solicitors LLP**

Address **65 Woodbridge Road**

Post town **Guildford**

County/Region **Surrey**

Postcode **G U 1 4 R D**

Country **UK**

DX **2408 GUILDFORD 1**

Telephone **01483 752700**



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 1321490

Charge code: 0132 1490 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2016 and created by LONDON & SURREY PROPERTY HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2016

*DK*

Given at Companies House, Cardiff on 9th February 2016



**Companies House**



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

Dated

1<sup>st</sup> FEBRUARY

2015 2016

London & Surrey Property Holdings Limited (1)

- and -

Anne-Marie Smith (2)

I/We Certify this to be a true copy  
of the original

*TWM Solicitors LLP*

.....  
TWM Solicitors LLP  
65 Woodbridge Road,  
Guildford, Surrey GU1 4RD

---

Legal Charge

---

TWM Solicitors LLP  
65 Woodbridge Road  
Guildford  
Surrey GU1 4RD  
Tel: 01483 752700  
[www.twmsolicitors.com](http://www.twmsolicitors.com)

Index

1	Definitions and interpretation	...3
2	Deed of Priority and Permitted Security	5
3	Grant of security	5
4	Perfection of security	6
5	Liability of the Mortgagor and Lender's protections	6
6	Representations and warranties	7
7	General covenants	9
8	Covenants in connection with the Properties	10
9	Powers of the Lender	13
10	Enforcement of Security	14
11	Receivers	15
12	Delegation	18
13	Application of proceeds	18
14	Further assurance	18
15	Power of attorney	19
16	Release	19
17	Assignment and transfer	19
18	Set-off	19
19	Amendments, waivers and consents	20
20	Severance	20
21	Counterparts	20
22	Third party rights	20
23	Further provisions	20
24	Notices	21
25	Governing law and jurisdiction	22
	Schedule 1 - Permitted Security	24
	Schedule 2 - Properties	25

This deed is made on the 1<sup>st</sup> day of FEBRUARY 2015-2016

BETWEEN

- 1 LONDON & SURREY PROPERTY HOLDINGS LIMITED incorporated and registered in England and Wales with company number 01321490 whose registered office is at Parkway House, Sheen Lane, East Sheen, London, SW14 8LS (Mortgagor).
2. ANNE-MARIE SMITH of Las Adelfas, Apartment 6-1-Atico, Paseo Maritimo, Ave Carlos Cana, S Pedro De Alcantara, Malaga 29670, Spain (Lender).

RECITALS

- (A) The Lender has agreed, under the Facility Agreement, to provide the Borrower with the Loan on a secured basis
- (B) The Mortgagor owns the Properties
- (C) This deed provides security which the Borrower has agreed to ensure is provided to the Lender for the Loan made or to be made available to the Borrower under the Facility Agreement.

AGREEMENT

1 Definitions and interpretation

1 1 Terms defined in the Facility Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

- 1.1.1 **Borrower:** Glenstone Property PLC incorporated and registered in England and Wales with company number 00986343 whose registered office is at St Johns House, East Street, Leicester, LE1 6NB,
- 1 1.2 **Delegate** any person appointed by the Lender or any Receiver under clause 12 and any person appointed as attorney of the Lender, Receiver or Delegate,
- 1 1.3 **Deed of Priority** the deed of priority dated on or around the date of this deed made between: (1) Svenska Handelsbanken AB (publ); (2) the Lender; and (3) the Mortgagor;
- 1 1.4 **Environment:** the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media,
- 1 1.5 **Environmental Law:** all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment,
- 1 1.6 **Event of Default** each of those events set out in clauses 5(a) to 5(m) inclusive of the Facility Agreement;
- 1 1.7 **Facility Agreement:** the £9,000,000 convertible loan agreement dated on or around the date of this deed made between the Borrower, the Lender and Amdale Securities Limited for the provision of the Loan, as defined therein,



- 1.1.8 **Insurance Policy:** each contract or policy of insurance effected or maintained by the Mortgagor from time to time in respect of the Properties,
- 1.1.9 **LPA 1925.** the Law of Properties Act 1925;
- 1.1.10 **Permitted Security.** both the Security (i) in existence at the date of this deed (and which are set out in full in Schedule 1), and/or (ii) otherwise in favour of Svenska Handelsbanken AB (publ) or its successors, transferees or assignees from time to time.
- 1.1.11 **Properties:** the properties, whether freehold or leasehold, (whether registered or unregistered) owned by the Mortgagor described in Schedule 2;
- 1.1.12 **Receiver** a receiver or a receiver and manager of any or all of the Properties,
- 1.1.13 **Rent** all amounts payable to or for the benefit of the Mortgagor by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Properties and other monies payable to or for the benefit of the Mortgagor in respect of occupation or usage of any part of the Properties, including (without limitation) for display of advertisements on licence or otherwise,
- 1.1.14 **Rights:** any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise;
- 1.1.15 **Secured Liabilities.** all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement (including, without limitation, the Loan) together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities
- 1.1.16 **Security** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect,
- 1.1.17 **Security Period.** the period starting on the date of this deed and ending on the earlier of (i) the date on which the Lender is satisfied that all Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and none of the Secured Liabilities are capable of being outstanding, and (ii) Conversion; and
- 1.1.18 **VAT** value added tax
- 1.2 The provisions of clauses 1.2 to 1.9 of the Facility Agreement apply to this deed as if they were set out in full in this deed, except that each reference in that clause to the Facility Agreement shall be read as a reference to this deed.
- 1.3 If the Lender considers that an amount paid by the Borrower or the Mortgagor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or the Mortgagor, or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed
- 1.4 A reference in this deed to a charge or mortgage of or over the Properties includes.

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Properties at any time;
  - 1.4.2 the proceeds of the sale of any part of the Properties and any other monies paid or payable in respect of or in connection with the Properties;
  - 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Mortgagor in respect of the Properties and any monies paid or payable in respect of those covenants; and
  - 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Properties
- 1.5 For the purposes of section 2 of the Law of Properties (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement are incorporated into this deed.
- 1.6 If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)
- 1.7 The Schedule form part of this deed and shall have effect as if set out in full in the body of this deed Any reference to this deed includes the Schedules

## **2 Deed of Priority and Permitted Security**

This deed and its provisions are subject to the terms of the Deed of Priority and the Permitted Security If there is any conflict between this deed and the Deed of Priority and/or the Permitted Security, the Deed of Priority and/or the Permitted Security shall prevail If there is any conflict between the Deed of Priority and the Permitted Security, the Deed of Priority shall prevail The Lender agrees that the Mortgagor will not be in breach of its obligations under this deed where, in relation to any relevant obligation, it is complying with its obligations under the Deed of Priority and/or the Permitted Security.

## **3 Grant of security**

3.1 Subject to the rights of any person entitled to the benefit of the Permitted Security, as a continuing security for the payment and discharge of all Secured Liabilities, the Mortgagor with full title guarantee charges to the Lender:

3.1.1 by way of legal mortgage, the Properties, and

3.1.2 by way of fixed charge

3.1.2.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, the Rent and the benefit of any guarantee or security in respect of the Rent, and

3.1.2.2 the benefit of all other contracts, guarantees, appointments and warranties relating to the Properties and other documents to which the Mortgagor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Properties or otherwise relating to the Properties (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or

available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them).

3 2 Subject to the rights of any person entitled to the benefit of the Permitted Security, as a continuing security for the payment and discharge all Secured Liabilities, the Mortgagor with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Loan

3.2 1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, and

3 2.2 the Rent and the benefit of any guarantee or security in respect of the Rent, provided that nothing in this clause 3 2 shall constitute the Lender as mortgagee in possession

#### 4 **Perfection of security**

4 1 The Mortgagor consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Properties:

"No disposition of the registered estate by the proprietor of the registered estate (except a lease or tenancy for a term of 25 years or less or a registration of easements), 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 legal charge dated [ ] in favour of Anne-Marie Smith referred to in the charges register or their conveyancer from time to time."

4 2 Whether or not title to the Properties is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Mortgagor's title to the Properties, the Mortgagor shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Mortgagor shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled

#### 5 **Liability of the Mortgagor and Lender's protections**

5 1 The Mortgagor's liability under this deed in respect of all Secured Liabilities shall not be discharged, prejudiced or affected by:

5 1.1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;

5 1 2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may now or after the date of this deed have from or against the Borrower or any other person in connection with the Secured Liabilities;

- 5.1.3 any act or omission by the Lender or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Borrower, the Mortgagor or any other person;
  - 5.1.4 any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities;
  - 5.1.5 any grant of time, indulgence, waiver or concession to the Borrower, the Mortgagor or any other person;
  - 5.1.6 any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Borrower, the Mortgagor or any other person;
  - 5.1.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Borrower, the Mortgagor or any other person in connection with the Loan;
  - 5.1.8 any claim or enforcement of payment from the Borrower, the Mortgagor or any other person; or
  - 5.1.9 any other act or omission which would not have discharged or affected the liability of the Mortgagor had it been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Mortgagor or otherwise reduce or extinguish its liability under this deed.
- 5.2 The Mortgagor waives any right it may have to require the Lender.
- 5.2.1 to take any action or obtain judgment in any court against the Borrower or any other person;
  - 5.2.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or
  - 5.2.3 to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person,
- before taking steps to enforce any of its rights or remedies under this deed.
- 5.3 The Mortgagor warrants to the Lender that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Borrower, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Mortgagor under this deed but:
- 5.3.1 if any of the Rights is taken, exercised or received by the Mortgagor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Mortgagor on trust for the Lender for application in or towards the discharge of the Secured Liabilities under this deed; and
  - 5.3.2 on demand by the Lender, the Mortgagor shall promptly transfer, assign or pay to the Lender all Rights and all monies from time to time held on trust by the Mortgagor under this clause 5.3.
- 6 Representations and warranties**
- 6.1 The Mortgagor makes the representations and warranties set out in this clause 6 to the Lender on the date of this deed and the representations and warranties contained in

this clause 6 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition

- 6.2 The Mortgagor:
- 6.2.1 is a duly incorporated limited liability company validly existing under the law of its jurisdiction of incorporation; and
  - 6.2.2 has the power to own its assets and carry on its business as it is being conducted
- 6.3 The Mortgagor has the power to enter into, deliver and perform and has taken all necessary action to authorise the entry into, delivery and performance of this deed and the transactions contemplated by it. No limit on its powers will be exceeded as a result of the entry into of this deed.
- 6.4 The entry into and performance by it of, and the transactions contemplated by, this deed do not and will not contravene or conflict with:
- 6.4.1 the Mortgagor's constitutional documents;
  - 6.4.2 any agreement or instrument binding on the Mortgagor or its assets; or
  - 6.4.3 any law or regulation or judicial or official order applicable to it.
- 6.5 The Mortgagor has taken all necessary action and obtained all required or desirable authorisations to enable it to enter into, exercise its rights and comply with its obligations in this deed and to make it admissible in its jurisdiction of incorporation. Any such authorisations are in full force and effect.
- 6.6 No litigation, arbitration or administrative proceedings are taking place, pending or, to the Mortgagor's knowledge, threatened against it or any of the Properties
- 6.7 Subject to registration pursuant to Part 25 of the Companies Act 2006 and, in the case of real property, registration at the Land Registry and payment of registration fees to Companies House and the Land Registry, it is not necessary to file, record or enroll this deed with any court or other authority or pay any stamp, registration or similar tax in relation to this deed.
- 6.8 The Mortgagor is the sole legal and beneficial owner of the Properties and has good and marketable title to the Properties.
- 6.9 The Properties are free from any Security other than Permitted Security and the Security created by this deed.
- 6.10 The Mortgagor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Properties or any interest in it
- 6.11 There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Properties
- 6.12 There is no breach of any law or regulation that materially and adversely affects the Properties
- 6.13 No facility necessary for the enjoyment and use of the Properties is subject to terms entitling any person to terminate or curtail its use.
- 6.14 Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Properties.

- 6.15 There is no prohibition on the Mortgagor assigning its rights in any of its assets referred to in clause 3.2 and the entry into of this deed by the Mortgagor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Mortgagor or its assets.
- 6.16 No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Mortgagor or otherwise
- 7 General covenants**
- 7.1 The Mortgagor shall not at any time, except with the prior written consent of the Lender or pursuant to the terms of the Permitted Security:
- 7.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Properties other than any Security created by this deed,
- 7.1.2 sell, assign, transfer, or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Properties; or
- 7.1.3 save for a lease or tenancy for a term of 25 years or less create or grant (or purport to create or grant) any interest in the Properties in favour of a third party.
- 7.2 The Mortgagor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Properties or the effectiveness of the security created by this deed.
- 7.3 The Mortgagor shall not, without the Lender's prior written consent, use or permit the Properties to be used in any way contrary to law.
- 7.4 The Mortgagor shall:
- 7.4.1 comply with the requirements of any law or regulation relating to or affecting the Properties or the use of it or any part of it;
- 7.4.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Properties or its use or that are necessary to preserve, maintain or renew any Properties; and
- 7.4.3 promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Properties that are required to be made by it under any law or regulation.
- 7.5 The Mortgagor shall use its all reasonable endeavours to
- 7.5.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Mortgagor and forming part of the Properties of the covenants and other obligations imposed on such counterparty; and
- 7.5.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Properties that the Lender may require from time to time.
- 7.6 The Mortgagor shall, promptly on becoming aware of any of the same, give the Lender notice in writing of:
- 7.6.1 any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and

7.6.2 any breach of any covenant set out in this deed.

7.7 Subject to the rights of any person entitled to the benefit of the Permitted Security, the Mortgagor shall, if so requested by the Lender, deposit with the Lender and the Lender shall, for the duration of this deed, be entitled to hold

7.7.1 copies of all deeds and documents of title relating to the Properties that are in the possession or control of the Mortgagor (and if these are not within the possession and/or control of the Mortgagor, the Mortgagor undertakes to obtain possession of all these deeds and documents of title); and

7.7.2 each Insurance Policy.

7.8 Subject to the rights of any person entitled to the Permitted Security, the Mortgagor shall within five days of the execution of this deed give notice to the relevant insurers of the assignment of the Mortgagor's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 3.2.1 and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender and shall, if the Lender so requests, obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this clause 7.8.

7.9 The Mortgagor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Mortgagor under this deed).

7.10 Subject only to the Permitted Security and the Deed of Priority, the Mortgagor's payment obligations under this deed will, at all times, rank in all respects in priority to all its other indebtedness, other than indebtedness preferred by operation of law in the event of its winding-up.

7.11 The Mortgagor shall obtain all consents and authorisations necessary (and do all that is needed to maintain them in full force and effect) under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this deed and to ensure the legality, validity, enforceability and admissibility in evidence of this deed in its jurisdiction of incorporation.

## **8 Covenants in connection with the Properties**

8.1 The Mortgagor shall keep all premises, and fixtures and fittings on the Properties, in.

8.1.1 good and substantial repair and condition and shall replace any fixtures and fittings which have become worn out or otherwise unfit for use with others of a like nature and equal value; and

8.1.2 such repair and condition as to enable the Properties to be let in accordance with all applicable laws and regulations.

8.2 For the purpose of clause 8.1.2, a law or regulation is applicable if it is either in force or it is expected to come into force and a prudent owner in the same business as the Mortgagor would ensure that the premises, and fixtures and fittings on the Properties, were in such repair and condition in anticipation of that law or regulation coming into force.

8.3 The Mortgagor shall not, without the prior written consent of the Lender

8.3.1 pull down or remove the whole or any part of any building forming part of the Properties nor permit the same to occur, or

- 8.3.2 make or permit to be made any material structural alterations to the Properties or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 8.1).
- 8.4 The Mortgagor shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Properties are destroyed or damaged
- 8.5 The Mortgagor shall not, without the prior written consent of the Lender such consent not to be unreasonably withheld or delayed :
- 8.5.1 make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Properties, or
- 8.5.2 carry out or permit or suffer to be carried out on the Properties any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed the use of the Properties.
- 8.6 The Mortgagor shall insure and keep insured (or where, in the case of any leasehold Properties, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Properties against:
- 8.6.1 loss or damage by fire or terrorist acts;
- 8.6.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Mortgagor; and
- 8.6.3 any other risk, perils and contingencies as the Lender may reasonably require,
- and any such insurance must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Lender and must be for not less than the replacement value of the relevant Properties (meaning in the case of any premises on the Properties, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement) and loss of rents payable by the tenants or other occupiers of the Properties for a period of at least three years.
- 8.7 The Mortgagor shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to any insurance required by clause 8.6 (or where, in the case of any leasehold Properties, that insurance is effected by the landlord, such evidence of insurance as the Mortgagor is entitled to obtain from the landlord under the terms of the relevant lease).
- 8.8 Subject to the Permitted Security, the Mortgagor shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed upon each Insurance Policy maintained by it or any person on its behalf in accordance with clause 8.6 and subject only to the rights of any person entitled to the benefit of the Permitted Security the Lender is named as loss payee and that the terms of each such Insurance Policy require the insurer not to invalidate the policy as against the Lender by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Lender



- 8.9 The Mortgagor shall.
- 8.9.1 promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect; and
- 8.9.2 (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy (or where, in the case of leasehold Properties, insurance is effected by the landlord, such evidence of the payment of premiums as the Mortgagor is entitled to obtain from the landlord under the terms of the relevant lease)
- 8.10 The Mortgagor shall not knowingly do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.
- 8.11 All monies payable under any Insurance Policy at any time (whether or not the security constituted by this deed has become enforceable) shall subject to the rights of any person entitled to the benefit of the Permitted Security:
- 8.11.1 if the Lender so requests, be paid immediately to the Lender;
- 8.11.2 if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Mortgagor as trustee of the same for the benefit of the Lender; and
- 8.11.3 at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of Secured Liabilities.
- 8.12 The Mortgagor shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Properties or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Properties.
- 8.13 The Mortgagor shall
- 8.13.1 observe and perform all covenants, stipulations and conditions to which the Properties, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and
- 8.13.2 diligently enforce all covenants, stipulations and conditions benefiting the Properties and shall not (and shall not agree to) waive, release or vary any of the same.
- 8.14 The Mortgagor shall.
- 8.14.1 give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a Notice) that specifically applies to the Properties, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and
- 8.14.2 (if the Lender so requires) immediately take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, any objections or representations in respect of that Notice that the Lender thinks fit.

- 8 15 The Mortgagor shall give full particulars to the Lender of any claim, notice or other communication served on it in respect of any alleged breach of any Environmental Law, in each case relating to the Properties.
- 8 16 The Mortgagor shall:
- 8.16 1 where the Properties, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
- 8.16.2 pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Properties or on its occupier.
- 8 17 The Mortgagor shall, if the Property is subject to occupational leases or licences, implement any upwards rent review provisions and shall not, if the Lender so requests without the prior written consent of the Lender, agree to any change in rent to less than the open market rental value of the relevant part of the Property.
- 8.18 The Mortgagor shall not, without the prior written consent of the Lender, if the Property is leasehold, agree to any change in the rent payable under the lease in excess of the open market rental value and shall only agree to any upwards rent review in accordance with the terms of the lease
- 8 19 The Mortgagor shall in respect of the Properties comply with all the requirements of Environmental Law
- 8 20 The Mortgagor shall permit the Lender and any Receiver and any person appointed by either of them to enter on and inspect the Properties on reasonable prior notice
- 8.21 The Mortgagor shall not, without the prior written consent of the Lender:
- 8.21.1 exercise any VAT option to tax in relation to the Properties; or
- 8.21 2 revoke any VAT option to tax exercised, and disclosed to the Lender in writing, before the date of this deed

## 9 Powers of the Lender

- 9.1 Subject to the rights of any person entitled to the Permitted Security, the Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Mortgagor of any of its obligations contained in this deed and the Mortgagor irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.
- 9.2 Any monies properly expended by the Lender in remedying a breach by the Mortgagor of its obligations contained in this deed shall be reimbursed by the Mortgagor to the Lender on a full indemnity basis and shall carry interest in accordance with clause 4 of the Facility Agreement
- 9.3 Subject to the rights of any person entitled to the Permitted Security, in remedying any breach in accordance with clause 9.1 the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Properties and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development required under this deed
- 9.4 The rights of the Lender under clauses 9.1 to 9.3 are without prejudice to any other rights of the Lender under this deed The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

9.5 To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Properties whether or not it has taken possession of any Properties and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

9.6 The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any person is jointly liable with the Mortgagor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Mortgagor for the Secured Liabilities

9.7 For the purpose of, or pending, the discharge of any Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 9.7) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit. Each reference in this clause 9.7 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency

## 10 Enforcement of Security

10.1 The security constituted by this deed shall be immediately enforceable if an Event of Default occurs or if any Permitted Security becomes enforceable.

10.2 After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Properties

10.3 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 10.1.

10.4 Section 103 of the LPA 1925 does not apply to the security constituted by this deed

10.5 The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Mortgagor, to:

10.5.1 grant a lease or agreement for lease,

10.5.2 accept surrenders of leases; or

10.5.3 grant any option in respect of the whole or any part of the Properties with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Mortgagor and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925

- 10.6 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lender may.
- 10.6.1 redeem that or any other prior Security;
  - 10.6.2 procure the transfer of that Security to itself; and
  - 10.6.3 settle any account of the holder of any prior Security.
- 10.7 The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Mortgagor. All monies paid by the Lender to an encumbrancer in settlement of such an account shall be, as from its payment by the Lender, due from the Mortgagor to the Lender on current account and shall bear interest at the rate of interest specified in clause 4 of the Facility Agreement and be secured as part of the Secured Liabilities.
- 10.8 No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:
- 10.8.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
  - 10.8.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable, or
  - 10.8.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.
- 10.9 Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers
- 10.10 Neither the Lender, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Properties, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Properties for which a mortgagee in possession might be liable as such.
- 10.11 If the Lender, any Receiver or Delegate enters into or takes possession of the Properties, it or he may at any time relinquish possession
- 10.12 The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Properties or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.
- 11 Receivers**
- 11.1 At any time after the security constituted by this deed has become enforceable, or at the request of the Mortgagor, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Properties
- 11.2 The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

- 11.3 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.
- 11.4 The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise
- 11.5 The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Properties.
- 11.6 Any Receiver appointed by the Lender under this deed shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Mortgagor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender
- 11.7 Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on him by statute, have the following powers:
- 11.7.1 A Receiver may undertake or complete any works of repair, alteration, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same
- 11.7.2 A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Properties on any terms and subject to any conditions that he thinks fit.
- 11.7.3 A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit A Receiver may discharge any such person or any such person appointed by the Mortgagor
- 11.7.4 A Receiver may exercise or revoke any VAT option to tax that he thinks fit
- 11.7.5 A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Lender may properly prescribe or properly agree with him.
- 11.7.6 A Receiver may collect and get in the Properties or any part of it in respect of which he is appointed and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Properties with like rights.
- 11.7.7 A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Mortgagor carried out at the Properties
- 11.7.8 A Receiver may grant options and licences over all or any part of the Properties, grant any other interest or right over, sell, assign or lease (or concur in granting options and licences over all or any part of the Properties,

granting any other interest or right over, selling, assigning or leasing) all or any of the Properties in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions that he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Properties to be disposed of by him.

- 11.7.9 A Receiver may sever and sell separately any fixtures or fittings from the Properties without the consent of the Mortgagor
- 11.7.10 A Receiver may give valid receipts for all monies and execute all assurances and things that may be proper or desirable for realising any of the Properties.
- 11 7 11 A Receiver may make any arrangement, settlement or compromise between the Mortgagor and any other person that he may think expedient.
- 11.7.12 A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Properties that he thinks fit.
- 11.7.13 A Receiver may, if he thinks fit, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Mortgagor under this deed.
- 11 7.14 A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 11 7 15 A Receiver may, with the prior written consent of the holder for the time being of the Permitted Security, for any of the purposes authorised by this clause 11, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Properties in respect of which he is appointed on any terms that he thinks fit (including, if the Lender consents, terms under which that Security ranks in priority to this deed)
- 11 7 16 A Receiver may redeem any prior Security and settle the accounts to which the Security relates. Any accounts so settled shall be, in the absence of any manifest error, conclusive and binding on the Mortgagor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.
- 11.7.17 A Receiver may delegate his powers in accordance with this deed.
- 11.7.18 A Receiver may, in relation to any of the Properties, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Properties or any part of the Properties
- 11.7.19 A Receiver may do any other acts and things.
  - 11.7.19.1 that he may consider desirable or necessary for realising any of the Properties;
  - 11 7 19 2 that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
  - 11 7 19.3 that he lawfully may or can do as agent for the Mortgagor.

11.8 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver

11.9 Any exercise by a Receiver of any of the powers given by clause 11 may be on behalf of the Mortgagor, the directors of the Mortgagor or himself.

## 12 Delegation

12.1 The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 15.1).

12.2 The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

12.3 Neither the Lender nor any Receiver shall be in any way liable or responsible to the Mortgagor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## 13 Application of proceeds

13.1 All monies received by the Lender, a Receiver or a Delegate under this deed after the security constituted by this deed has become enforceable (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority

13.1.1 in or towards payment of or provision for all remuneration due to any Receiver under or in connection with this deed,

13.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and

13.1.3 in payment of the surplus (if any) to the holder for the time being of the Permitted Security, or other person entitled to it.

13.2 Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

13.3 All monies received by the Lender, a Receiver or a Delegate under this deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities).

13.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;

13.3.2 shall bear interest, if any, at the rate agreed in writing between the Lender and the Mortgagor; and

13.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit

## 14 Further assurance

14.1 The Mortgagor shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

14.1.1 creating, perfecting or protecting the security intended to be created by this deed,

14.1.2 facilitating the realisation of any of the Properties, or

14.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Properties,

including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Properties (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

**15 Power of attorney**

15.1 By way of security, the Mortgagor irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Mortgagor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that

15.1.1 the Mortgagor is required to execute and do under this deed; or

15.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate.

15.2 The Mortgagor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 15.1

**16 Release**

16.1 Subject to clause 23.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request of the Mortgagor, take whatever action is necessary to release the Properties from the security constituted by this deed.

**17 Assignment and transfer**

17.1 At any time, without the consent of the Mortgagor, the Lender may assign or transfer any or all of its rights and obligations under this deed.

17.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Mortgagor, the Properties and this deed that the Lender considers appropriate.

17.3 The Mortgagor may not assign any of its rights, or transfer any of its rights or obligations, under this deed

**18 Set-off**

18.1 The Lender may at any time set off any liability of the Mortgagor to the Lender against any liability of the Lender to the Mortgagor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-



off Any exercise by the Lender of its rights under this clause 18 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

18.2 The Lender is not obliged to exercise its rights under clause 18 1 If, however, it does exercise those rights it must promptly notify the Mortgagor of the set-off that has been made

## 19 Amendments, waivers and consents

19.1 No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative)

19.2 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision

19.3 A failure to exercise or a delay in exercising any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing

19.4 The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

## 20 Severance

20.1 If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

## 21 Counterparts

21.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed

21.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart

## 22 Third party rights

22.1 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

## 23 Further provisions

23.1 The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities

at any time. No prior security held by the Lender over the whole or any part of the Properties shall merge in the security created by this deed.

- 23.2 The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing
- 23.3 Any release, discharge or settlement between the Mortgagor and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:
- 23.3.1 the Lender or its nominee may retain this deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Properties, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- 23.3.2 the Lender may recover the value or amount of such security or payment from the Mortgagor subsequently as if the release, discharge or settlement had not occurred.
- 23.4 A certificate or determination by the Lender as to any amount for the time being due to it from the Mortgagor under this deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.
- 23.5 The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed

## 24 Notices

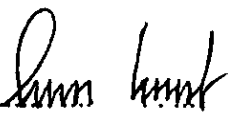
- 24.1 Any notice or other communication given to a party under or in connection with this deed shall be:
- 24.1.1 in writing;
- 24.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- 24.1.3 sent to:
- 24.1.3.1 the Mortgagor at:  
Address: Parkway House, Sheen Lane. East Sheen, London, SW14 8LS  
Fax:  
For the attention of:
- 24.1.3.2 the Lender at:  
Address. Las Adelfas, Apartment 6-1-Atico, Paseo Maritimo, Ave Carlos Cana, S Pedro De Alcantara, Malaga 29670, Spain  
Fax:  
For the attention of: Anne-Marie Smith


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

- 24.2 Any notice or other communication that the Lender gives to the Mortgagor shall be deemed to have been received:
- 24.2.1 if delivered by hand, at the time it is left at the relevant address;
  - 24.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
  - 24.2.3 if sent by fax, on the date and at the time of transmission.
- 24.3 A notice or other communication given as described in clause 24.2.1 or 24.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.
- 24.4 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.
- 24.5 This clause 24 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution
- 24.6 A notice or other communication given under or in connection with this deed is not valid if sent by e-mail
- 25 Governing law and jurisdiction**
- 25.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 25.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Lender to take proceedings against the Mortgagor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 25.3 The Mortgagor irrevocably consents to any process in any legal action or proceedings under clause 25.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law

Executed as a deed by the parties on the date appearing at the top of this agreement

Executed as a deed by LONDON & SURREY PROPERTY HOLDINGS LIMITED, acting by Adam Smith, a director, in the presence of

  
Director

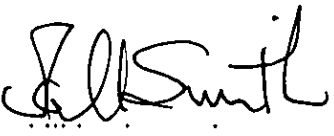
Signature of Witness. 

Name: Samie Berry

Address 65 Woodbridge Road  
Cuddesley Road

Occupation Lawyer

Signed as a deed by ANNE-MARIE SMITH, in the presence of

  
Anne-Marie Smith

Signature of Witness David Grainger

Name D.E.C. Grainger

Address Flat 4, Rowan House, Oakfield Drive  
Reigate, Surrey RH2 9NZ

Occupation Supermarket Floor Manager.

## Schedule 1 - Permitted Security

1. Legal Mortgage dated 14 November 2012 in favour of Svenska Handelsbanken AB (publ) in relation to Westcliffe Mansions, St. John's Road, Eastbourne
2. Legal Mortgage dated 14 November 2012 in favour of Svenska Handelsbanken AB (publ). in relation to 31 Draycott Avenue, London SW3
3. Mortgage Debenture dated 14 November 2012 in favour of Svenska Handelsbanken AB (publ).
4. Legal Charge dated 28 February 2014 in favour of Svenska Handelsbanken AB (publ) in relation to Parkway House, Sheen Lane, East Sheen

Schedule 2 - Properties

<b>Description of the Property</b>	Parkway House, Sheen Lane, London SW14 8LS
<b>Owner</b>	L&S
<b>Registered/unregistered</b>	R
<b>Title number (if registered)</b>	SY46410
<b>Current Use</b>	Multiple shop, office and car parking
<b>Is there an Investment Lease?</b>	Yes

<b>Description of the Property</b>	21 Inverness Terrace, Bayswater, London W2 3JR
<b>Owner</b>	L&S
<b>Registered/unregistered</b>	R
<b>Title number (if registered)</b>	144300
<b>Current Use</b>	HMO
<b>Is there an Investment Lease?</b>	Yes

<b>Description of the Property</b>	Units 3-11 (inc) Isleworth Business Complex, St John's Road, Isleworth TW7 6NL
<b>Owner</b>	L&S
<b>Registered/unregistered</b>	R
<b>Title number (if registered)</b>	AGL158564
<b>Current Use</b>	industrial
<b>Is there an Investment Lease?</b>	Yes

<b>Description of the Property</b>	9 Marloes Road, London W8 6LQ
<b>Owner</b>	L&S
<b>Registered/unregistered</b>	R
<b>Title number (if registered)</b>	LN75838
<b>Current Use</b>	HMO
<b>Is there an Investment Lease?</b>	Yes

<b>Description of the Property</b>	88 New Kings Road, Fulham SW6 4LU
<b>Owner</b>	L&S
<b>Registered/unregistered</b>	R
<b>Title number (if registered)</b>	NGL171034
<b>Current Use</b>	Shop and residential
<b>Is there an Investment Lease?</b>	Yes

<b>Description of the Property</b>	The YWCA Hostel, 31 Draycott Avenue, Sloane Square, London SW3 3BT
------------------------------------	--

<b>Owner</b>	L&S
<b>Registered/unregistered</b>	R
<b>Title number (if registered)</b>	BGL3885
<b>Current Use</b>	Hostel
<b>Is there an Investment Lease?</b>	Yes