



Registration of a Charge

Company name: **COX & KINGS TRAVEL LIMITED**

Company number: **00143904**



X82LI9ZE

Received for Electronic Filing: **03/04/2019**

Details of Charge

Date of creation: **26/03/2019**

Charge code: **0014 3904 0025**

Persons entitled: **STATE BANK OF INDIA (UK) LIMITED**

Brief description: **ALL THAT FREEHOLD PROPERTY AT AND KNOWN AS 5 PRIORY ROAD, HAMPSTEAD NW6 4NN AND REGISTERED AT H.M. LAND REGISTRY UNDER TITLE NUMBER NGL591993.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

IRWIN MITCHELL LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 143904

Charge code: 0014 3904 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2019 and created by COX & KINGS TRAVEL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2019 .

Given at Companies House, Cardiff on 4th April 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated 26 March 2019

COX & KINGS TRAVEL LIMITED

and

STATE BANK OF INDIA (UK) LIMITED

LEGAL CHARGE

THIS LEGAL CHARGE is dated 26 March 2019 and made between:

- (1) **COX & KINGS TRAVEL LIMITED** (company number 143904) whose registered office is at 6th Floor 30 Millbank, London, SW1P 4EE ("**Mortgagor**"); and
- (2) **STATE BANK OF INDIA (UK) LIMITED**, incorporated in England and Wales with company registration number 10436460 and whose registered office is at 15 King Street, London, United Kingdom, EC2V 8EA as bank (the "**Bank**") which expression shall include any successor person for the time being appointed as lender for the purpose of, and in accordance with, the Facility Agreement,

each a "**Party**" and together the "**Parties**" to this Deed.

WITNESSETH as follows:

1 In this deed:

- 1.1 the words printed in this clause in bold characters shall have the meanings respectively given to them that is:

"**Business Day**" means a day (other than Saturday, Sunday or a public holiday in England and Wales) on which banks are open for normal banking business in London;

"**Clause**" means a clause of this deed;

"**Event of Default**" has the meaning given to it under the Facility Agreement;

"**Facility Agreement**" means the facility agreement made between the Mortgagor as borrower and the Bank as lender dated on or about the date of this Deed, as amended, increased and extended, varied, novated or supplemented from time to time;

"**Finance Documents**" has the meaning given to it under the Facility Agreement;

"**Mortgagor**" means the party first above mentioned and their permitted successors in title;

"**Property**" means the property described in the Schedule and, includes all buildings and fixtures (including trade fixtures) and fixed plant and machinery at or on the property from time to time and includes each and every part thereof;

"**Receiver**" means any receiver or receiver and manager for the time being appointed by the Bank under or by virtue of this deed and if more than one receiver or receiver and manager has been so appointed all or any of them;

"**Schedule**" means the Schedule to this deed;

"**Secured Liabilities**" means all moneys, liabilities and other obligations which may now or at any time in the future be due, owing, incurred or payable or expressed or intended to be due, owing, incurred or payable to the Secured Parties whether under or in connection with the Finance Documents (including this deed) or under any other agreement or facility whether actual or contingent, present or future, joint or several, as principal debtor or surety, together with interest (including, without limitation, default interest) accruing in respect of such moneys or liabilities; and

"**Secured Parties**" means the Bank and any Receiver.

- 1.2 the singular shall where the context requires include the plural and vice versa.

- 1.3 a reference to one gender shall where the context requires include either or both of the others.
- 1.4 a reference to a statute shall where the context requires include any statute which amends or consolidates or re-enacts that statute.

2 PAYMENT OF SECURED LIABILITIES

2.1 Covenant to pay

The Chargor shall, on demand, pay to the Bank and discharge the Secured Liabilities when they fall due.

2.2 Interest

If the Chargor fails to pay any sum on the due date for payment of that sum, the Chargor shall pay interest to the Bank on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of the Facility Agreement.

- 3 The interest payable under clause 2.2 shall be computed and compounded as agreed from time to time between the Mortgagor and the Bank or in the absence of such agreement compounded quarterly according to the current practice for the time being of the Bank and computed at the rate of two per cent per annum over the Bank's base rate from time to time and shall be payable as well after as before any demand on or judgment against the Mortgagor.

4 MORTGAGE

The Mortgagor with full title guarantee hereby charges the Property to the Bank by way of legal mortgage to the intent that the security hereby constituted shall extend to and include the Mortgagor's full title interest in the Property or in the proceeds of sale thereof as a continuing security for the Secured Liabilities and the Mortgagor is solely and beneficially interested in the Property.

- 5 The Mortgagor hereby covenants with the Bank that the Mortgagor will:

- 5.1 punctually pay or cause to be paid all assessments, charges, impositions, levies, outgoings, rates, rents and taxes however imposed upon or payable in respect of the Property or its use as and when the same shall become payable;
- 5.2 keep all buildings, cables, drains, fittings, fixtures, machinery, pipes, plant, roads, structures, wires and all other property now or for the time being in or upon the Property or used for the benefit of the Property in good and substantial repair and proper working order and replace the same when necessary provided that the Bank may (but without being under any duty to do so) itself repair the Property and may for that purpose enter upon the Property without being deemed to have gone into possession thereof and the Mortgagor shall be liable to the Bank for the expenses of the Bank in so doing;
- 5.3 at the expense of the Mortgagor insure and keep insured the Property with insurers acceptable to the Bank against such risks and in such amounts and otherwise upon such terms as the Bank may require and failing such requirement insured to the full reinstatement value thereof (including the cost of site clearance, architects, surveyors and other professional fees and value added tax) against fire and all other risks against which property of the same type is from time to time normally insured and so that if the Mortgagor shall fail to insure in accordance with this covenant the Bank may (without being obliged so to do) itself insure and keep insured the Property and the Mortgagor shall be liable to the Bank for the expenses of the Bank in so doing;

- 5.4 procure that the interest of the Bank is noted upon all policies of such insurance unless the Bank agrees otherwise in writing and the Mortgagor will punctually pay all premiums and other monies necessary for effecting and keeping on risk such insurance on the same becoming due and (if the Bank so requires) will produce to or deposit with the Bank all such policies and receipts for all premiums and other payments necessary for effecting and keeping up such policies;
- 5.5 not do or permit any act or commit any default by which the policy of insurance may become void or voidable or by which the Bank may be prevented from receiving all monies payable under the policy and will not without the previous written consent of the Bank effect any other insurance on the Property;
- 5.6 ensure that all sums at any time payable under any of such policies of insurance shall be paid to the Bank (and if the same be not paid directly to the Bank by the insurers but paid to the Mortgagor then the Mortgagor shall be trustee of the same for the benefit of the Bank and shall account to the Bank accordingly) and shall (subject to any rights sing before the date of this Legal Charge in favour of any third party) be applied in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Company on demand) or following demand by the Bank or upon the occurrence of an Event of Default in or towards discharge or reduction of any of the Secured Liabilities;
- 5.7 observe and perform or (as the case maybe) enforce the observance and performance of all covenants, provisions, regulations and stipulations to which the Property or the user thereof is now or may hereafter be subjected (included without prejudice to the generality of the foregoing the obligations of the Mortgagor as tenant under any lease under which the Property is held and as landlord under any lease binding on the Bank to which the Property may from time to time be subject and also the obligations of the tenant under any such lease as last aforesaid);
- 5.8 if the Bank so requires produce to the Bank evidence sufficient to satisfy the Bank that all such covenants, provisions, regulations and stipulations have been observed and performed keep the Bank indemnified against any breach, non-observance or non-performance of the same or any of them and against all resulting liabilities and expenses notify the Bank if any tenant (under any lease in respect of which the Mortgagor is involved as landlord and which is binding on the Bank and to which the Property may from time to time be subject) fails to pay any rent or service charge or amount payable in respect of any breach of a tenant covenant and if the Bank so requires give notice of such failure by such tenant to any former tenant or guarantor in respect of any such lease;
- 5.9 not without the prior consent in writing of the Bank claim or accept settlement of any arrears of rent or service charge or amount payable in respect of any breach of a tenant covenant from a former tenant or guarantor in respect of any lease in respect of which the Mortgagor is involved as landlord and which is binding on the Bank and to which the Property may from time to time be subject;
- 5.10 obtain and comply with all consents, licences and permissions required or imposed by any laws which now or may hereafter affect the Property or its use;
- 5.11 not without the prior consent in writing of the Bank create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrances to arise on or affect any part of the Property;
- 5.12 not without the prior written consent of the Bank pull down or remove the whole or any part of any buildings forming part of the Property or sever or unfix or remove any of the fixtures thereto nor (except for the purpose of effecting necessary repairs thereto or of replacing the same with new or improved models or substitutes) remove any of the plant or machinery thereon or therein belonging or in use by the Mortgagor

and will whenever any of the said plant and machinery is destroyed or damaged or deteriorates forthwith replace, repair and make good the same;

- 5.13 carry on trade or business on such part (if any) of the Property as is now or may hereafter be used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business;
 - 5.14 within seven days of becoming aware of any notice, order, direction, designation, resolution or proposal having specific application to the Property or to the locality in which it is situate given or made by any planning authority or other public body or authority whatsoever to give full particulars thereof to the Bank and (if the Bank so requires) forthwith and at the cost of the Mortgagor take all reasonable and necessary steps to comply with any such notice order direction designation or resolution and make or join with the Bank at the expense of the Mortgagor in making such objections or representations in respect of any such proposal.as the Bank may reasonably desire;
 - 5.15 not without the prior written consent of the Bank grant or agree any licence or tenancy affecting all or any part of the Property nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 or 100 of the Law of Property Act 1925 nor in any other way dispose or agree to dispose of or create any legal or equitable estate or interest in or in the proceeds of sale of the Property or any part thereof nor part with possession thereof;
 - 5.16 not without the prior written consent of the Bank conclude any negotiations for the review of the rent under or for the renewal under Part II of the Landlord and Tenant Act 1954 of any lease or tenancy under which .the Property is held or any lease or tenancy binding on the Bank to which the Property may from time to time be subject (such consent not to be unreasonably withheld);
 - 5.17 not without the prior written consent of the Bank:
 - 5.17.1 carry out or permit or suffer to be carried out on the Property any development as defined in the Town and Country Planning Act 1990;
 - 5.17.2 change or permit or suffer to be changed the use of the Property which may adversely affect its value; or
 - 5.17.3 make or cause or permit to be made or caused any alteration in or addition to the Property which may adversely affect its value,
 - 5.18 procure that no person shall become entitled to assert any proprietary or other like right or interest over the Property without the prior written consent of the Bank;
 - 5.19 permit the Bank and any persons authorised.by the Bank full access to the Property at reasonable times for all purposes connected with this security and for the purposes of carrying out a valuation survey and/or inspection of the Property;
 - 5.20 if and to the extent that this Legal Charge shall rank after any prior charge punctually pay all sums due and comply with the obligations and covenants on the part of the Mortgagor under such prior charge and will not without the prior written consent of the Bank increase or seek to increase any priority of a principal sum owing under such prior charge.
- 6 If the Mortgagor for any reason fails to observe or punctually perform any of its obligations whether under this Legal Charge or otherwise to the Bank, the Bank shall have power on behalf of the Mortgagor or otherwise to perform the obligation and to take any steps which the Bank may in its absolute discretion consider appropriate to remedy the failure but the Bank shall not be under any obligation to do so and so that the exercise of that power or the failure

to exercise it shall in no circumstances prejudice any other right of the Bank under this Legal Charge.

- 7 For the purposes of Section 101 of the Law of Property Act 1925 the Secured Liabilities shall be deemed to have become due upon demand.
- 8 Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this security but the statutory powers of sale and of appointing a receiver (as hereby extended) shall be exercisable by the Bank at any time after demand free from the restrictions contained in s.109 of the Law of Property Act 1925.
- 9 At any time after the Bank shall have demanded payment or discharge of the Secured Liabilities or if requested by the Mortgagor the Bank may exercise without further notice and whether or not it shall have appointed a Receiver all or any of the powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended and all the powers authorities and discretions hereby conferred expressly or by inference on the Receiver.
- 10 Nothing that shall be done by or on behalf of the Bank or a Receiver appointed by it shall render it or him liable to account as a mortgagee in possession for any sums other than actual receipts.
- 11 The Mortgagor shall execute and do all such deeds assurances and things as the Bank may reasonably require for perfecting the security intended to be created by this Legal Charge and for facilitating the realisation of the Property and the exercise by the Bank or the Receiver of the powers authorities and discretions conferred on them whether by or under the Law of Property Act 1925 or this Legal Charge and in particular shall execute all transfers conveyances assignments and assurances and shall give all notices orders and directions which the Bank may think expedient and for the purposes of this clause a certificate in writing signed under the hand of any officer of the Bank to the effect that any particular assurance or thing required by it is expedient shall be conclusive evidence of the fact.
- 12 At any time after receiving notice that the Mortgagor has encumbered the Property or has had a receiver appointed to all or any part of its assets or that a petition for an administration order or for compulsory liquidation has been presented an administrator of the Mortgagor is appointed out of court or a resolution for voluntary liquidation has been passed in relation to the Mortgagor the Bank may close any account of the Mortgagor and open a new account and if it does not open a new account it shall nevertheless be treated as if it has done so when it received notice no money paid or carried to the credit of the new account or which would have been so paid or credited had the new account been open shall discharge any part of the Secured Liabilities at the date of such notice.
- 13 If and to the extent that this Legal Charge shall rank after any prior charge:
 - 13.1 any sale or other disposition by the Bank maybe made subject to or discharged from such prior charge or upon such terms as to indemnity as the Bank or the Receiver may think fit and the Bank or the Receiver may settle and pass accounts of any person in whom such prior charge is vested any account so settled and passed shall be deemed to be properly settled and shall be binding on the Mortgagor;
 - 13.2 if any person in whom any prior charge is vested shall call in or otherwise seek to enforce his security or if any petition for an administration order in relation to the Mortgagor shall be presented by any such person (whether alone or together with any other person) or administrator is appointed out of court by any such person the Bank or the Receiver may pay off such prior charge and take transfer of it;
 - 13.3 all the powers conferred by a prior charge upon the person entitled to the benefit thereof shall be exercisable by the Bank or the Receiver.
- 14 The Bank shall at any time during the continuance of this security be entitled not more often than twice per calendar year to obtain a valuation of the Property or, if there has been an

Event of Default, at any time at the expense of the Mortgagor and if such valuation reveals in the Bank's opinion a decrease in the market value of the Property material to the Bank's interest the Bank shall be entitled to require the Mortgagor to provide further security or to repay to the Bank such an amount as the Bank may reasonably require.

- 15 A certificate of any officer of the Bank as to the amount for the time being due by the Mortgagor to the Bank shall in the absence of manifest error be conclusive for all purposes against the Mortgagor.
- 16 All monies received recovered or realised by the Bank under this Legal Charge may in the discretion of the Bank be credited to any suspense or impersonal account and shall bear interest at such rate (if any) as may be agreed in writing between the Bank and the Mortgagor and may be held in such account for so long as the Bank may think fit pending the application from time to time (as the Bank shall be entitled to do as it may think fit) of such monies and accrued interest thereon if any in or towards the discharge of any of the Secured Liabilities.
- 17 The Mortgagor hereby irrevocably appoints the Bank and the Receiver and any persons nominated in writing under the hand of any officer of the Bank jointly and also severally its attorney and attorneys for and in the name of and on behalf of the Mortgagor to do all such acts and things and execute all such deeds and sign all such documents and enter into such arrangements as the Bank from time to time may consider desirable or necessary in relation to the completion or perfection of its security hereunder or in or towards the enforcement or exercise of any rights or remedies hereby conferred upon the Bank and/or the Receiver whenever exercisable or in or towards the enforcement of any of the covenants or agreements herein on the part of the Mortgagor and all money expended by any such attorney shall be deemed to be expenses incurred by the Bank under this Legal Charge.
- 18 The Bank shall cease to be under any further commitment to the Mortgagor and the Secured Liabilities not otherwise payable on demand shall become payable on demand upon the occurrence of an Event of Default.
- 19 At any time after it has demanded payment in respect of the Secured Liabilities or it is requested to do so by the Mortgagor the Bank may appoint in writing one or more persons to be the Receiver of the Property (whether or not the Property is then producing income and so that any joint Receiver may exercise any power independently of any other joint Receiver).
- 20 The Bank may remove the Receiver so appointed and appoint another in his place and the Bank may appoint another Receiver if the Receiver resigns.
- 21 The Receiver shall be the agent of the Mortgagor and the Mortgagor alone shall be responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him and the Bank shall not in any way be responsible for his misconduct negligence or default.
- 22 The remuneration of the Receiver will be fixed by the Bank but shall be payable by the Mortgagor alone (without prejudice to clause 23) and the amount of such remuneration may be debited by the Bank to any account of the Mortgagor but shall in any event form part of the Secured Liabilities and accordingly shall be secured on the Property.
- 23 The Receiver shall have full power at his absolute discretion:
 - 23.1 to take possession of the Property and collect and get in all rents and other income whether accrued before or after the date of his appointment;
 - 23.2 to sell the Property in such manner and generally upon such terms and conditions as he thinks fit and to convey the same in the name and on behalf of the Mortgagor;
 - 23.3 to sever and sell separately from the Property containing them all fixed plant and machinery and other fixtures and fittings;

- 23.4 to deal with and manage the Property and to construct and complete any building on the Property and to do any repairs and decorations and make structural alterations and improvements in and to the existing buildings on the Property and to do such other things including the acquisition of additional land as the Receiver may think desirable for increasing the market value of the Property;
- 23.5 to compromise or settle any claims or enter into any contracts which he shall think expedient;
- 23.6 to apply for any appropriate licence permission or approval in relation to the Property, its use or development;
- 23.7 to appoint managers, agents, officers, servants and workmen for any of the aforesaid purposes or to guard and Protect the Property at such remuneration and for such periods as he may determine and to dismiss the same;
- 23.8 without any further consent by or notice to the Mortgagor to exercise for and on behalf of the Mortgagor all or any of the powers and rights conferred on a landlord or tenant by the Landlord and Tenant Acts 1927 and 1954 and the Rent Acts and the Housing Acts in respect of the Property;
- 23.9 to insure, exploit and develop the Property in any manner;
- 23.10 to borrow from the Bank such monies as he may require and such monies shall be monies due from the Mortgagor to the Bank and shall form part of the Secured Liabilities accordingly and with the prior written consent of the Bank to borrow from any other person such monies as he may require;
- 23.11 to grant or to accept surrenders of any leases or tenancies affecting the Property upon such tenancies (including at a premium or reverse-premium) and subject to such conditions as he thinks fit;
- 23.12 to dispose of any chattels or produce found on the Property as agent for the Mortgagor and without prejudice to an obligation to account for the proceeds of any sale of such chattels or produce;
- 23.13 to exercise any powers not hereinbefore specifically mentioned which are conferred on a receiver by the Law of Property Act 1925 or on an administrator or administrative receiver by the Insolvency Act 1986 or the Enterprise Act 2002 such powers to be deemed for the purposes of this deed as being applicable to the Mortgagor (whether or not the Mortgagor is a company) and to the Property and to do all other acts and things which may be considered to be incidental or conducive to any of the matters or powers aforesaid which he lawfully may or can do and to use the name of the Mortgagor for all purposes aforesaid and in proceedings arising therefrom,

Provided that the Receiver shall not be authorised to exercise any of the aforesaid powers insofar and so long as the Bank shall in writing exclude the same within or at the time of his appointment or subsequently.

- 24 The provisions of ss.109(6) and (8) of the Law of Property 1925 shall not apply and the net proceeds arising from the exercise of the powers of the Receiver shall (unless otherwise agreed between the Bank and the Receiver and subject to any claims ranking in priority to the Secured Liabilities) be applied in or towards discharging in the following order of priority:
 - 24.1 the amount of all rents, taxes, rates and outgoings whatever affecting the Property;
 - 24.2 in keeping down all annual sums or other payments and the interest on all principal sums having priority to the Secured Liabilities;

- 24.3 the remuneration of the Receiver and all costs charges and expenses incurred by him;
- 24.4 all other Secured Liabilities in such order as the Bank may determine and any surplus shall be paid to the person entitled to receive it.
- 25 The Mortgagor agrees to indemnify and hold harmless the Receiver from and against all actions claims expenses demands and liabilities whether arising out of contract or in tort or in any other way incurred or which may at any time be incurred by him or by any manager agent officer servant or workman for whose debt default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under the provisions of this Legal Charge or pursuant hereto.
- 26 For the purposes of or pending the discharge of any of the Secured Liabilities the Bank may convert any monies received recovered or realised by the Bank under this Legal Charge (including the proceeds of any previous conversion under this clause) from their existing currency of denomination into such other currency of denomination as the Bank may think fit and any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency and each previous reference in this clause 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.
- 27 The security constituted by this Legal Charge shall not be considered as satisfied or discharged by an intermediate payment of part of the Secured Liabilities but shall constitute and be a continuing security to the Bank and shall be in addition to and shall not operate so as in any way to prejudice or affect and shall not be prejudiced or affected by any lien to which the Bank is by law entitled or any other securities which the Bank may at any time hold for the Secured Liabilities or any right or remedy of the Bank thereunder and in particular it shall not be necessary for the Bank to resort to or seek to enforce any security or personal guarantee or liability of any other person firm or company.
- 28 This Legal Charge shall be in addition to and shall be independent of every other security which the Bank may at any time hold for any of the Secure Amounts and it is hereby declared that no prior security held by the Bank over the whole or any part of the Property (and unless otherwise agreed in writing no such security which may hereafter be granted to the Bank) shall merge in the security created by this Legal Charge.
- 29 It is hereby agreed and declared that in addition to any right of set-off or other similar right to which the Bank may be entitled the Bank may at any time and without notice to the Mortgagor combine and consolidate all or any of the accounts between the Mortgagor and the Bank and/or set off any monies whatsoever and whether on current account or deposit account and whether in sterling or in any other currency which the Bank may at any time hold for the account of the Mortgagor against any liabilities whatsoever and whether in sterling or in any other currency and whether such liabilities are or may be joint or several actual or contingent and whether owed as principal or surety and for the purposes of this clause the Bank may effect any necessary currency conversions in accordance with clause 26.
- 30 No failure or delay by the Bank in exercising any right or remedy shall operate as a waiver thereof nor shall any partial waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy as though no waiver had been made and no relaxation or indulgence granted.
- 31 The Bank may in its absolute discretion grant time or other indulgence to or make any other arrangement variation or release with any person or persons not party hereto (whether or not such person or persons are jointly liable with the Mortgagor) or where there are two or more persons comprised in the expression 'the Mortgagor' to or with any of such persons in respect of any of the Secured Liabilities or of any other security therefor without prejudice either to this Legal Charge or to the liability of the Mortgagor for the Secured Liabilities.

- 32 If the Property or any part thereof shall consist of registered land the Mortgagor will procure and hereby applies for the registration in the Proprietorship Register of the Property at H.M. Land Registry of a restriction to the following effect:

Except under an order of the Registrar no disposition by the proprietor of the land or made in the exercise of the power of sale in any charge subsequent to the charge hereby created is to be registered without the consent of the proprietor for the time being of the charge hereby created.

and the Mortgagor will procure that no person shall be registered under the Land Registration Act 2002 as proprietor of the Property without the prior written consent of the Bank and the Mortgagor shall be liable for the costs incurred by the Bank in lodging from time to time cautions against the registration of the title to all or any of the Property.

- 33 The Mortgagor hereby warrants and represents to the Bank that the Mortgagor is not and will not as a result of the creation of this Legal Charge or the borrowing of the Secured Liabilities be in breach of any regulations restrictions conditions and stipulations affecting the Property nor will it be in contravention of any of the provisions of its Memorandum and Articles of Association.
- 34 The Mortgagor hereby covenants to pay to the Bank and any Receiver and discharge on demand all costs charges expenses losses and other sums from time to time expended paid or incurred by or on behalf of the Bank or any Receiver in relation to this Legal Charge or the Secured Liabilities or any other security held by or offered to the Bank in respect thereof on a full and unlimited indemnity basis including without prejudice to the generality of the foregoing all costs charges and expenses (including without limitation the fees of professional advisers to the Bank and the Receiver) incurred in connection with the registration and perfecting of this Legal Charge or with any proceedings by or against any third party relating to the Property or to the security hereby constituted or otherwise in the protection realisation or enforcement (or attempted realisation or enforcement) of the security constituted by this Legal Charge or any such other security (including without limitation the Bank's own administrative costs and expenses) and in connection with or contemplation of any proceedings hereunder or under any such other security or the recovery or attempted, recovery of the Secured Liabilities whether or not such proceedings are withdrawn or are unsuccessful and all liabilities suffered or incurred by it or him directly or indirectly in the execution or purported or attempted execution of any of the powers authorities or discretions vested in it or him under or pursuant to this Legal Charge and for all actions claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Property.
- 35 All sums of whatsoever nature which are payable by the Mortgagor under this Legal Charge and which are now or at any time hereafter subject to Value Added Tax or any similar tax shall be deemed to be exclusive of Value Added Tax or any similar tax and the Mortgagor in addition to such sums will indemnify the Bank from and against all claims and liabilities whatsoever in respect of the Value Added Tax.
- 36 No assurance security or payment which may be avoided or adjusted under the law (including under any enactment relating to individual or corporate insolvency) and no release settlement or discharge given or made by the Bank on the faith of any such assurance security or payment shall prejudice or affect the right of the Bank to recover from the Mortgagor the Secured Liabilities (including any monies which it may be compelled to refund under the provisions of the Insolvency Act 1986 and any costs payable by it or otherwise incurred in connection therewith) or to enforce the security created by or pursuant to this Legal Charge to the full extent of the Secured Liabilities,
- 37 If the Bank has reasonable grounds for believing that any assurance security or payment received by it from the Mortgagor in respect Of the Secured Liabilities may be avoided or adjusted under any law relating to bankruptcy insolvency or winding up then the Bank shall be at liberty to retain the security created by or pursuant to this Legal Charge including the documents of title relating to the Property for the relevant period after the payment and discharge in full of all Secured Liabilities notwithstanding any release settlement discharge or

arrangement given or made by the Bank on (or as a consequence of) such payment or termination of liability provided that if at any time within the relevant period after such payment or discharge petition shall be presented to a competent court for an order for the winding up or the making of an administration order in respect of the Mortgagor or the Mortgagor shall commence to be wound up or to go into administration or any analogous proceedings shall be commenced by or against the Mortgagor (if an individual) the Bank shall be at liberty to continue to retain such security (including the documents aforesaid) for and during such further period as the Bank may reasonably determine in which event such security shall be deemed to have continued to have been held as security for the payment and discharge to the Bank of all Secured Liabilities and in this clause 'the relevant period' means the relevant period for the purposes of ss.240 and 341 of the Insolvency Act 1986 (as the case maybe) plus one month.

38 If at any time one or more of the provisions hereof is or becomes invalid illegal or unenforceable in any respect such invalidity illegality or unenforceability shall not affect or impair the validity legality and enforceability of the remaining provisions hereof.

39 The Bank may assign all or any of its rights hereunder.

40 Any successor to or assignee of the Bank shall be entitled to the full benefits of this Legal Charge.

41 This Legal Charge shall remain enforceable valid and binding for all purposes: notwithstanding any change in the name of the Bank or its absorption of or by or its amalgamation or consolidation with any other company or any change in the constitution of the Bank and also notwithstanding any of such matters arising in respect of its successors or assigns or the company by which the business of the Bank may from time to time be carried on and shall be available to such successors assigns or company carrying on that business for the time being.

42 NOTICES

42.1 Each communication to be made under or in connection with this Charge shall be in writing and may be delivered by letter or other electronic transmission (forthwith confirmed by letter) dispatched as follows:

42.1.1 if to the Bank:

Address: 5th Floor, Hasilwood House

60-64 Bishopsgate, London EC2N 4AW

Email

Address:

corporatecredit1.sbiuk@statebank.com; headccrb.sbiuk@statebank.com

Attention:

Manager/Assistant Manager Corporate Credit

42.1.2 if to the Mortgagor:

Address: 6th Floor, 30 Millbank, London SW1P 4EE

Email Address: khalid.malik@coxandkings.co.uk

Attention:

Khalid Malik

or any substitute address, email address, or department or officer as a Party may notify to the other Party by not less than five Business Days' notice.

- 42.2 Every notice or other communication shall, subject as otherwise provided in this Legal Charge, be deemed to have been received (if sent by registered post) 24 hours after dispatch and (if delivered personally or by electronic transmission) at the time of delivery or dispatch if during normal business hours in the place of intended receipt on a Business Day in that place and otherwise at the opening of business in that place on the next succeeding such Business Day, provided that any notice or communication to be made or delivered to the Bank shall be effective only on actual receipt by the Bank.

IN WITNESS whereof the Legal Charge has been duly executed as a deed by the Mortgagor the day and year first above written.

SCHEDULE

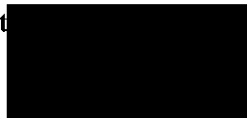
("Property")

All that the freehold property at and known as 5 Priory Road, Hampstead NW6 4NN and registered at H.M. Land Registry under Title Number NGL591993.

SIGNATURE PAGES TO LEGAL CHARGE


The Mortgagor

EXECUTED as a DEED)
by **COX & KINGS TRAVEL LIMITED**)
pursuant to the resolutions of the Board of Directors dated 15th MARCH 2019
acting by ABM GOOD, a director



Signature

in the presence of



Witness Signature

Witness Name:

Address:

Occupation:

KRUIA VED
3rd floor, 30 Millbank, London, SW1P 4DU
COMPANY SECRETARY

The Bank

STATE BANK OF INDIA (UK) LIMITED

By: _____

Name: _____

Title: _____