



Registration of a Charge

Company name: **COUNTRYSIDE PROPERTIES (UK) LIMITED**

Company number: **00614864**



X8Z3B18J

Received for Electronic Filing: **18/02/2020**

Details of Charge

Date of creation: **14/02/2020**

Charge code: **0061 4864 1154**

Persons entitled: **FRESH WHARF DEVELOPMENTS LIMITED (IN MEMBERS VOLUNTARY LIQUIDATION)**

Brief description: **PART OF FRESH WHARF ESTATE HIGHBRIDGE ROAD BARKING**
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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANNA CLIFFORD CLARKE WILLMOTT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 614864

Charge code: 0061 4864 1154

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th February 2020 and created by COUNTRYSIDE PROPERTIES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2020 .

Given at Companies House, Cardiff on 19th February 2020

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 14th February 2020

**COUNTRYSIDE PROPERTIES (UK) LIMITED and
NOTTING HILL DEVELOPMENTS LIMITED
(as Mortgagor)**

- and -

**FRESH WHARF DEVELOPMENTS LIMITED
(In Members Voluntary Liquidation)
(as Mortgagee)**

**LEGAL MORTGAGE
of land forming part of Fresh Wharf Estate,
Highbridge Road, Barking**

Wedlake Bell

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London
EC4V 4AY

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FRE/0090/00007/WB1-11238197-6

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THIS LEGAL MORTGAGE is made on the 14 day of February 2020

BETWEEN:-

1. **COUNTRYSIDE PROPERTIES (UK) LIMITED**, a company incorporated under the laws of England and Wales, (company registration number 00614864) whose registered office is at Countryside House, The Drive, Brentwood, Essex CM13 3AT and **NOTTING HILL DEVELOPMENTS LIMITED**, a company incorporated and registered in England and Wales, (company registration number 02444254) whose registered office is at Bruce Kenrick House, 2 Killick Street, London, N1 9FL (the "**Mortgagor**"); and
2. **FRESH WHARF DEVELOPMENTS LIMITED (in Members Voluntary Liquidation)**, a company incorporated under the laws of England and Wales, (company registration number 05154538) whose registered office is at Tavistock House South, Tavistock Square, London, WC1H 9LG (the "**Mortgagee**").

WHEREAS:-

- (A) The Mortgagee and the Mortgagor have entered into a contract for sale dated 28 October 2016 and made between the Mortgagee (1) FWE (2) the Mortgagor (3) and Countryside Properties PLC (4) as varied by a deed of variation made between the same parties dated 24 March 2017 (the "**Contract for Sale**") pursuant to which if the conditions are fulfilled the Mortgagee has agreed to transfer the Long Lease (as defined below) to the Mortgagor on the terms more fully set out therein.
- (B) It is a requirement of the Contract for Sale that the Mortgagor enters into this Deed by way of security for its liabilities and obligations to the Mortgagee under the Contract for Sale, and this Deed and certain of its liabilities and obligations to the Mortgagee under the Transfer (as defined below).
- (C) It is intended that this Deed takes effect as a deed notwithstanding the fact that a party may only execute this Deed under hand.

NOW THIS DEED WITNESSES:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed the following expressions have the following meanings:-

"**Act**" means the Law of Property Act 1925.

"**Administrator**" means an administrator appointed pursuant to Schedule B1 to the Insolvency Act 1986.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"**Enforcement Event**" means an event specified in Clause 8.1.2 of this Deed.

"**Financial Collateral**" bears the meaning ascribed thereto in the Regulations.

"**FWE**" means Fresh Wharf Estates Limited, a company incorporated under the laws of England and Wales, (company registration number 00233802) whose registered office is at Unit 1, Fresh Wharf Estate, Barking IG11 7BP.

"Insurances" means all contracts and policies of insurance taken out by or on behalf of the Mortgagor or (to the extent of its interest) in which the Mortgagor has an interest in relation to the Security Assets.

"Leases" means all the occupational leases, underleases, licences, tenancy agreements, farm business tenancies, agreements for lease or other agreements for the letting of the Property or any part thereof from time to time subsisting and **"Lease"** shall be construed accordingly.

"Long Lease" means the lease dated 17 January 2018 made between Fresh Wharf Estates Limited (1) and Fresh Wharf Development Limited (2) and relating to the Property as registered at HM Land Registry under title number TGL505639.

"Permitted Leases" means any Lease of the Property existing on the date of the Long Lease or created in accordance with the terms of the Long Lease.

"Plan" means the plan set out in Part II of Schedule 1 hereto.

"Property" means the leasehold property details of which are set out in Part I of Schedule 1 hereto (as the same may from time to time be supplemented and/or amended) together with all buildings fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon belonging to the Mortgagor.

"Receiver" includes any person or persons appointed by the Mortgagee (and any additional person or persons appointed or substituted) as receiver, manager, or receiver and manager of all or any part of the Security Assets.

"Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003/3226) bringing into effect the Financial Collateral Arrangements Directive (2002/47/EC).

"Secured Liabilities" means all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally and whether as principal or surety or in any other capacity whatsoever of the Mortgagor to the Mortgagee under the Contract for Sale, the Transfer and this Deed (except for any obligation which, if it were so included, would result in this Deed contravening Sections 677 to 683 of the Companies Act 2006 or any similar law of any applicable jurisdiction) and all interest, commission, fees and all legal and other charges and expenses which the Mortgagee may charge the Mortgagor or incur in relation to it or the Contract for Sale, the Transfer, this Deed or the Security Assets on a full indemnity basis and also interest on the foregoing to the date of payment at the rate specified in Clause 14.1 (*Default Interest*).

"Security Assets" means all the assets of the Mortgagor the subject of any security created by this Deed and references to the Security Assets include references to any part of them.

"Security Financial Collateral Arrangement" bears the meaning ascribed thereto in the Regulations.

"Security Interest" means a mortgage, charge, pledge, lien, hypothecation, right of set-off, assignment by way of security, title retention or other security interest securing any obligation of any person or any other agreement or arrangement having the same effect.

"Security Period" means the period commencing on the date of this Deed and ending on the date upon which the Mortgagee certifies in writing that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Transaction Documents" means the Long Lease, the Contract for Sale, the Transfer and this Deed.

"Transfer" means a Land Registry Form TR1 dated on or about the date of this Deed between the Mortgagee (as transferor) (1) and the Mortgagor (as transferee) (2) transferring the Long Lease to the Mortgagor.

"VAT" or **"Value Added Tax"** means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

1.2 Interpretation

In this Deed:-

- 1.2.1 Clause headings are inserted for convenience only and shall not affect the construction of this Deed and unless otherwise specified, all references to Clauses and to Schedules are to clauses of and schedules to this Deed;
- 1.2.2 unless the context otherwise requires, words denoting the singular number shall include the plural and vice versa;
- 1.2.3 references to a person include references to bodies corporate and unincorporated and include its successors and permitted transferees and assigns whether direct or indirect;
- 1.2.4 references to assets include property, rights and assets of every description both present and future;
- 1.2.5 references to each of the "Mortgagor" and the "Mortgagee" shall be construed so as to include their respective successors in title, permitted assigns and permitted transferees;
- 1.2.6 references to a Transaction Document or any other agreement or instrument shall be construed as a reference to that Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated from time to time;
- 1.2.7 references to any statute or other legislative provision shall include any statutory or legislative modification or re-enactment thereof, or any substitution therefor;
- 1.2.8 references to a "mortgage" includes a transfer or assignment by way of mortgage;
- 1.2.9 references to an **"overriding interest"** are to an unregistered interest which would override first registration or, as the case may be, a registered disposition as set out in Schedule 1 and Schedule 3 to the Land Registration Act 2002; and
- 1.2.10 the terms of the Contract for Sale, the Transfer and of any side letters between any parties in relation to any Transaction Documents are incorporated into this Deed to the extent required to ensure that any purported disposition of the

Security Assets contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.3 Contract for Sale to prevail

In the event of a conflict between the terms of the Contract for Sale and the terms of this Deed, the terms of the Contract for Sale shall prevail.

2. COVENANT TO PAY

The Mortgagor covenants with the Mortgagee to pay and discharge the Secured Liabilities in the manner provided for in the Contract for Sale, the Transfer and this Deed.

3. SECURITY

The Mortgagor, with full title guarantee and to the intent that the security hereby created shall rank as a continuing security for the payment and discharge of the Secured Liabilities:

3.1 Mortgage

charges in favour of the Mortgagee by way of first legal mortgage, all its estate and interest in the Property;

3.2 First Fixed Charge

charges in favour of the Mortgagee by way of first fixed charge:

3.2.1 (to the extent that it is not the subject of an effective mortgage under Clause 3.1 above) the Property;

3.2.2 all deeds, documents, contracts and agreements from time to time relating to the Property, the benefit of any covenants for title given or entered into by any predecessor in title to the Mortgagor to the Property, all proceeds in relation to the disposal of the Property, the benefit of any other disposal of the Property, and rights against lessees or other occupiers and/or their sureties and all future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to the Property;

3.2.3 the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business and/or the use of any Security Assets specified in any other sub-clause of this Clause 3 and the right to recover and receive compensation which may be payable to it in respect of them;

3.3 Assignment

assigns absolutely in favour of the Mortgagee by way of first-ranking security:-

3.3.1 (to the extent that the same may lawfully be assigned) all and any rights (whether in contract, tort or otherwise) which the Mortgagor has or may hereafter have against any third party (including without prejudice to the generality of the foregoing any professional advisers) arising from or in relation to any building, construction, alteration, refurbishment or other works to the Property or any part thereof or any defect therein;

3.3.2 the benefit of all guarantees, sureties and other covenants and liabilities on the part of third parties in favour of the Mortgagor and the Mortgagor's predecessors in title so far as it has title to assign the same (and each of them) under any lease

or tenancy of the Property and any part or parts thereof granted as well before as after the date hereof and all rights arising thereunder;

- 3.3.3 all and any rights and interests in and benefit in respect of the Insurances and all claims and returns of premiums in respect of them;
- 3.3.4 all its right, title, interest and benefit, whether present or future in, to and under the Leases, including, but not limited to, all rent and the benefit of any guarantee or security for the performance or payment of the rent; and
- 3.3.5 the benefit of all other contracts, agreements, rights, securities, covenants, guarantees, bonds and indemnities of any nature now and at any time enjoyed or held by the Mortgagor in relation to the Property.

4. APPLICATION TO LAND REGISTRY

In the case of any part of the Security Assets consisting of land for the time being registered at the Land Registry the Mortgagor and the Mortgagee hereby jointly apply to the Chief Land Registrar to enter a restriction in the Proprietorship Register of the relevant title in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the registered charge dated [14 Feb 2020] in favour of Fresh Wharf Developments Limited (in Member's Voluntary Liquidation) referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer."

Provided that for so long as the Mortgagor has paid all sums due and owing under the terms of the Transaction Documents the Mortgagee will promptly issue all such consents as are required by the Mortgagor to enable the Mortgagor to carry out, complete and sell the Development as defined in the Long Lease.

5. REPRESENTATIONS AND WARRANTIES

The Mortgagor makes the representations and warranties set out in this Clause 5 to the Mortgagee.

5.1 General

- 5.1.1 It is a limited liability company, duly incorporated and validly existing under the laws of England and Wales;
- 5.1.2 it has the power to own its assets and carry on its business, as it is being conducted;
- 5.1.3 it has the power to enter into, perform and deliver, and has taken all necessary action to authorise the entry into, performance and delivery of each of the Transaction Documents and the transactions contemplated by each of the Transaction Documents;
- 5.1.4 each of the Transaction Documents constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- 5.1.5 the entry into and performance by it of, and the transactions contemplated by, each of the Transaction Documents do not and will not:-

- (a) conflict with any law or regulation or judicial or official order having jurisdiction over it or any of its assets; or
- (b) conflict with its memorandum or articles of association; or
- (c) conflict with any document which is binding upon it or any of its assets;

5.1.6 subject to due registration of this Deed at the Land Registry and pursuant to Section 859A of the Companies Act 2006, all authorisations, approvals, consents, licences, exemptions, registrations, recordings, filings and notarisations necessary or desirable to ensure the validity, legality, enforceability or priority of the Mortgagor's liabilities and obligations, or the rights of the Mortgagee, under the Transaction Documents have been obtained or effected and are in full force and effect.

5.2 The Security Assets

- 5.2.1 The Mortgagor is the sole legal and beneficial owner of the Property and the other Security Assets.
- 5.2.2 The Security Assets are free from any Security Interest other than the Security Interests constituted by this Deed.
- 5.2.3 The only Leases to which the Property is subject are Permitted Leases.
- 5.2.4 There is no breach of any law or regulation which materially adversely affects or might affect the Security Assets or the value of the Security Assets.
- 5.2.5 There are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever which adversely affect the Security Assets.
- 5.2.6 The Mortgagor has not received or acknowledged notice of any adverse claim by any person in respect of the Security Assets or any interest whatsoever in any Security Assets.
- 5.2.7 Nothing has arisen or has been created or is subsisting which would be an overriding interest over the Property.
- 5.2.8 No facility necessary for the enjoyment and use of the Security Assets is enjoyed on terms entitling any person to terminate or curtail its use.

5.3 Security

This Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Mortgagor or otherwise.

5.4 Times for making representations and warranties

The representations and warranties set out in this Clause 5 (*Representations and Warranties*) are made on the date of this Deed and are deemed to be repeated by the Mortgagor on each date during the Security Period with reference to the facts and circumstances then existing.

6. MORTGAGOR'S COVENANTS

The covenants set out in this Clause 6 remain in force throughout the Security Period in favour of the Mortgagee and any Receiver appointed by the Mortgagee.

6.1 Performance

The Mortgagor shall observe and perform all the terms and conditions (express or implied) of the Transaction Documents and all other material conditions and obligations relating to any Security Asset. Neither the Mortgagee nor any Receiver shall be required in any manner to perform or fulfil any obligations of the Mortgagor in respect of any Security Asset, or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any other action to collect or enforce any of the Security Assets.

6.2 Notice of Assignment to Insurers

The Mortgagor shall, forthwith upon the execution of this Deed, execute and deliver to the insurers of the Security Assets a notice of the assignment made pursuant to sub-clause 3.3.3 above in the form set out in Schedule 2 Part I and it will use best endeavours to ensure that the insurers forthwith execute and deliver to the Mortgagee an acknowledgement thereof in the form set out in Schedule 2 Part II.

6.3 Statutory and other Requirements

- 6.3.1 The Mortgagor shall comply or procure compliance with all statutes and all orders, rules, regulations, bye-laws and other instruments affecting the Security Assets or their use or the conduct of the Mortgagor's business and shall produce to the Mortgagee within seven (7) days of receipt by the Mortgagor any order, direction, permission, notice or other matter whatsoever affecting or likely to affect the Security Assets (or any part of them) and served upon the Mortgagor by any authority or third party and shall supply copies to the Mortgagee upon request.
- 6.3.2 The Mortgagor covenants to register the charges contained in this Deed against the registered title of any registered land or charge hereby affected.
- 6.3.3 The Mortgagor shall observe and perform all its obligations under any laws, regulations, covenants and stipulations from time to time affecting any Security Assets or otherwise relating to its business.
- 6.3.4 The Mortgagor will maintain its centre of main interests in England and Wales for the purposes of the EC Regulation on Insolvency Proceedings 2000.

6.4 Permitted Lease and Title Obligations

The Mortgagor shall:-

- 6.4.1 comply with and perform all the terms on its part contained in any Permitted Lease affecting the Property and provide the Mortgagee with copies of any notices served upon it;
- 6.4.2 not do or knowingly permit to be done any act as a result of which any Permitted Lease may become liable to forfeiture or otherwise determined;
- 6.4.3 punctually pay, or procure the payment of all rent sums and other payments payable out of or in respect of the Property (including without prejudice to the generality hereof all governmental, municipal or other rates, taxes, duties,

assessments, charges and impositions now payable or hereafter to become payable in respect thereof) and duly and effectually perform and observe or procure the performance and observance of any material covenants, obligations, stipulations and conditions expressly or impliedly imposed on the Mortgagor by all conveyances or grants or Permitted Leases affecting the Property and also by any Permitted Lease now or hereafter affecting the Property and the Mortgagor shall punctually discharge all liabilities which by general law would rank, or might come to rank, in priority to any of the charges contained in this Deed;

- 6.4.4 punctually enforce all tenant's obligations under any Permitted Lease affecting the Property;
- 6.4.5 promptly provide the Mortgagee (or procure that the Mortgagee is provided) with copies of all material notices served in connection with any Permitted Lease by a tenant and/or guarantors of such tenant or agents acting on their behalf including (without prejudice to the generality of the foregoing) any notice in relation to the determination (by any means) of any Permitted Leases; and
- 6.4.6 indemnify and hold the Mortgagee fully indemnified in respect of any loss, cost or expense suffered or incurred by the Mortgagee as a result (whether direct or indirect) of any breach by the Mortgagor of the provisions of this Clause 6.4.

6.5 Deposit of Certificates

If the Mortgagee so requires, the Mortgagor shall deposit with the Mortgagee all certificates and other documents of title or evidence of ownership in relation to all or any of the Security Assets and shall execute and deliver to the Mortgagee all such transfers and other documents as may be necessary to enable the Mortgagee or its nominees to be registered as the owner or otherwise obtain a legal title to the same.

6.6 Negative Pledge

The Mortgagor further covenants with the Mortgagee that throughout the Security Period it shall not:-

- 6.6.1 create, incur or permit to exist any Security Interest in, over or affecting any of the Security Assets (save for the Security Interests constituted by this Deed);
- 6.6.2 except with the prior written consent of the Mortgagee, sell, assign, lend, transfer or otherwise dispose of the whole or any part of the Security Assets or any interest therein (whether by one transaction or a series of transactions and whether related or not); or
- 6.6.3 save for Permitted Leases except with the prior written consent of the Mortgagee grant to, or allow to be acquired by, any third party any right, licence or interest whatsoever in or over the Security Assets, nor exercise any of the powers of leasing or of agreeing to lease or of accepting surrenders conferred on mortgagors by the Act or release or vary or agree to release or vary any terms of, nor grant any licences or consents (including for the avoidance of doubt licences or consents for the assignment or subletting of the whole or any part of the Property) under, any Leases for the time being affecting the Property, nor without such consent as aforesaid exercise any power to determine or forfeit the same or extend the same.

7. PRESERVATION OF SECURITY

7.1 Continuing Security

The Mortgagor declares and agrees that:-

- 7.1.1 the security created by and covenants and provisions contained in this Deed shall be held by the Mortgagee as a continuing security and shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Liabilities and shall remain in full force and effect until the Secured Liabilities hereby secured have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Mortgagee;
- 7.1.2 the Mortgagee shall not be bound to enforce any guarantee or other security or proceed or take any other steps against any other person before enforcing this Deed; and
- 7.1.3 this Deed shall be in addition to, and not in substitution for, any other rights which the Mortgagee may now or hereafter have under or by virtue of any guarantee or other security or agreement or any lien or by operation of law or under any collateral or other security now or hereafter held by the Mortgagee or to which the Mortgagee may be entitled.

7.2 Avoidance of Payments

- 7.2.1 Any settlement, discharge or release under this Deed between the Mortgagee and the Mortgagor shall be conditional upon no security or payment to the Mortgagee by the Mortgagor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force, and if such condition is not satisfied, the Mortgagee shall be entitled to recover from the Mortgagor on demand the value of such security or the amount of any such payment as if such settlement, discharge or release had not occurred.
- 7.2.2 The Mortgagee shall be at liberty at its absolute discretion to retain the security created by this Deed as security for the Secured Liabilities for a period of one month plus such statutory period within which any security or payment given or made pursuant to this Deed may be avoided or invalidated after the Secured Liabilities shall have been paid in full, notwithstanding any release, settlement, discharge or arrangement given or made with the Mortgagee on or as a consequence of such termination of liability. If at any time within such period after such termination a petition shall be presented to a competent court for an order for the bankruptcy, insolvency, winding up or similar process of the Mortgagor or the appointment of an administrator in respect of the Mortgagor or the Mortgagor shall commence to be wound up voluntarily, the Mortgagee shall be at liberty and notwithstanding as before mentioned to continue to retain such security or any part thereof for and during such further period as the Mortgagee in its absolute discretion shall determine. The Mortgagor agrees that such security shall be deemed to have been and to have remained held by the Mortgagee as and by way of security for the payment to the Mortgagee of all or any sums which may become due and owing to the Mortgagee in respect of the Secured Liabilities.

7.3 Subsequent Charges

The Mortgagee shall in the event of its receiving or being deemed to have received notice:-

- 7.3.1 that the Mortgagor has created any further or subsequent mortgage, charge, lien or encumbrance over or has disposed of any Security Asset or any part thereof; or
- 7.3.2 that any guarantor of the Mortgagor's indebtedness to the Mortgagee has created any further charge, lien or encumbrance over or has disposed of any property charged to the Mortgagee by such guarantor as a security for the Mortgagor's indebtedness,

be entitled to open a new account or accounts with the Mortgagor in the Mortgagee's books. If the Mortgagee does not in fact open such new account or accounts, it shall nevertheless be treated as if it had done so at the time of receipt or deemed receipt of such notice. As from that time all payments made by the Mortgagor to the Mortgagee shall be credited or be treated as having been credited to the new account(s) and shall not operate to reduce the amount due from the Mortgagor to the Mortgagee at the time when the Mortgagee received or was deemed to have received such notice.

8. ENFORCEMENT

8.1 Enforceability of Security

8.1.1 Upon the occurrence of an Enforcement Event, the security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred on mortgagees by the Act as varied or amended by this Deed shall be immediately exercisable upon and at any time thereafter. After the security constituted by this Deed has become enforceable, the Mortgagee may in its discretion enforce all or any part of such security in such manner as the Mortgagee sees fit.

8.1.2 Each of the following events or circumstances is an Enforcement Event:-

- (a) failure by the Mortgagor to pay any of the Secured Liabilities when due unless:-
 - (i) the failure to pay is caused by administrative or technical difficulties affecting the transfer of the funds due from the Mortgagor; and
 - (ii) the Mortgagor issued the appropriate transfer payment instructions in sufficient time to permit the transfer and payment of the sum due to be made on its due date; and
 - (iii) in any event, the Mortgagee receives such sum from the Mortgagor within three Business Days of the due date; or
- (b) if the Mortgagor is in breach of any provision of this Deed (other than a provision of the type referred to in Clause 8.1.2(a)) unless the breach is capable of remedy and is remedied to the Mortgagee's satisfaction within ten Business Days of the Mortgagor becoming aware of the breach; or

- (c) if any representation or warranty which is made, deemed to be made or repeated by the Mortgagor in this Deed is or becomes untrue in any material respect; or
- (d) if an administration order or a winding-up order is made in relation to the Mortgagor or a receiver or manager or administrative receiver is appointed in respect of all or any part of the Mortgagor's business or the Mortgagor enters into liquidation; or
- (e) if any petition is presented, any corporate action, legal proceedings or other procedure or step is taken which may lead to any of the events specified in sub-Clause 8.1.2(d) above or to the Mortgagor being subject to a directors' moratorium under the Insolvency Act 2000; or
- (f) if any corporate action, legal proceedings or other procedure or step is taken, or order is made, in relation to the appointment of an administrator of the Mortgagor, including (without limitation) the filing of documents with a court of competent jurisdiction for any such appointment or the giving of notice of intention to appoint an administrator by the Mortgagor or the Mortgagor's directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) of the Mortgagor; or
- (g) if an encumbrancer takes possession of, or any distress or execution is levied on or affects any of the Security Assets; or
- (h) if the Mortgagor is or is deemed to be unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 or the Mortgagor suspends making payments (whether of principal or interest) with respect to all or any class of its debts; or
- (i) if the Mortgagor convenes a meeting of its creditors or proposes or makes any arrangement or composition with, or assignment for the benefit of, its creditors; or
- (j) if anything analogous to any of the events specified in Clauses 8.1.2(d) to 8.1.2(i) above occurs under the laws of any applicable jurisdiction.

8.1.3 Without prejudice to the other provisions of this Deed, to the extent that any of the Security Assets constitute Financial Collateral and this Deed and the obligations of the Mortgagor hereunder constitute a Security Financial Collateral Arrangement, the Mortgagee shall have the right, at any time after this Deed has become enforceable, to appropriate all or any part of those Security Assets in or towards the discharge of the Secured Liabilities. The parties hereto agree that the value of any Security Assets appropriated in accordance with this Clause 8.1.3 shall be the market price of such Security Assets at the time the right of appropriation is exercised as determined by the Mortgagee by reference to such method or source of valuation as the Mortgagee may select (including independent valuation). The parties hereto agree that the methods or sources of valuation selected by the Mortgagee in accordance with this Clause 8.1.3 shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

8.2 Exclusion of Certain Provisions of the Act

For the purposes of all powers implied by statute the Secured Liabilities shall be deemed to have become due and payable on the date hereof and Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) shall not apply to this Deed. The statutory powers of leasing conferred on the Mortgagee shall be extended so as to authorise the Mortgagee to lease, make agreements for leases, accept surrenders of leases and grant options as the Mortgagee shall think fit and without the need to comply with any of the provisions of Sections 99 and 100 of the Act.

8.3 Redemption of Prior Charges

At any time after the security constituted by this Deed shall have become enforceable, the Mortgagee may redeem any prior Security Interest against all or any of the Security Assets or procure the transfer thereof to itself and may settle or pass the accounts of any holder of such Security Interest and any accounts so settled and passed shall be conclusive and binding on the Mortgagor. All principal monies, interest, costs, charges and expenses of and incidental to the redemption and transfer shall be Secured Liabilities.

8.4 Appointment of Receiver or Administrator

At the request of the Mortgagor or at any time after the security constituted by this Deed becomes enforceable the Mortgagee may:-

- 8.4.1 without further notice appoint by writing one or more persons to be a Receiver of the Security Assets or any part thereof; or
- 8.4.2 apply to a court of competent jurisdiction to appoint any person or persons to be an Administrator of the Mortgagor,

in each case, upon such terms as to remuneration and otherwise as it shall think fit and shall agree with such Receiver or Administrator and may from time to time remove any Receiver or Administrator so appointed and appoint another in his stead. A Receiver or Administrator so appointed shall give notice of his appointment (inter alia) to the Mortgagor and shall be deemed to act as the agent of the Mortgagor in the exercise of the powers granted hereunder or by statute or otherwise and the Mortgagor shall be responsible for such Receiver's or Administrator's acts and defaults and for his remuneration, costs, charges and expenses to the exclusion of liability on the part of the Mortgagee.

8.5 Joint Receivers

Where more than one person is appointed as a Receiver the powers of such persons may be exercised either jointly or individually by any one of such persons.

8.6 Receiver's Powers

A Receiver appointed in accordance with Clause 8.4 hereof (and the Mortgagee if it goes into possession as mortgagee) shall have all the powers conferred on a Receiver by the Act and all such powers as are set out in Schedule 1 to the Insolvency Act 1986 notwithstanding that such Receiver may not be an administrative receiver and in addition shall have power to:-

- 8.6.1 take possession of and get in all or any of the Security Assets and for this purpose to make demands and take proceedings as he may think fit in respect thereof in such manner as he thinks fit;

- 8.6.2 carry on or concur in carrying on such of the business of the Mortgagor (and for this purpose to borrow money on the security of any Security Asset in priority to the security constituted by this Deed or otherwise as he may consider expedient and carrying interest at such rate as he may consider necessary) and manage, conduct, amalgamate, develop and reconstruct the same (and concur in so doing) in such manner and to such extent as he may think fit;
- 8.6.3 make and effect all repairs and maintain, renew, increase or surrender insurances and do all such other acts and things which the Mortgagor might do in the ordinary course of its or their business for the protection and/or for the improvement of any Security Assets;
- 8.6.4 sell by public auction or private contract, grant licences or options or otherwise assign any of the Security Assets in such manner and on such terms as he shall think proper; lease and accept surrenders of leases of all or any part of the Property and with respect thereto make provision for and effect rent reviews (or concur in so doing); any such sale, lease, licence, option, surrender or assignment may be for cash, loan capital, debentures, shares, stock, securities or other consideration and be payable immediately or by instalments deferred and spread over such period as he shall think fit and may be on terms whereby the total amount of the consideration is to be ascertained by reference to the turnover or profits of the purchaser;
- 8.6.5 without any further consent by or notice to, as the case may be, the Mortgagor, exercise on its or their behalf all the powers and provisions conferred on a landlord or a tenant pursuant to any legislation from time to time in force relating to rents in respect of any part of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- 8.6.6 purchase any additional land adjacent to or in the vicinity of the Property for the purpose of enhancing the value of such property or facilitating the disposal thereof and for such purposes borrow monies from the Mortgagee on such terms as the Receiver may think fit;
- 8.6.7 make allowances to and re-arrangements with any lessees, tenants of the Property or other persons from whom any rents and profits may be receivable and to negotiate and agree or refer to arbitration any revision of rent under any Leases in respect of which the rental may fall to be reviewed and to accept service of or serve any notice received or required or deemed desirable in connection with any such review or with the exercise of any options;
- 8.6.8 do any repairs and make any structural or other alterations, improvements or additions in or to the Property and purchase or otherwise acquire any materials, articles or things and do anything else in connection therewith which the Receiver may think desirable for the purpose of making productive or increasing the letting or market value thereof;
- 8.6.9 institute, arrange, carry on and conduct services of lighting, heating and cleansing and all other services which may be deemed proper for the efficient use or management of the Property;
- 8.6.10 reconstruct, alter, improve, decorate, furnish and maintain the whole or any part of the buildings on the Property;

- 8.6.11 sell all or any of the fixtures (other than tenants' trade fixtures) either as a part of and/or together with or separately and detached from the Property;
- 8.6.12 perform, treat as repudiated, rescind or vary any contract or agreement for or which relates in any way to any development, improvement, reconstruction or repair of the Property or any part thereof or which is in any other way connected therewith;
- 8.6.13 without prejudice to the generality of any of the foregoing powers carry out, continue and/or perform any development of any part of the Property and to enter into a building contract or appointment or any other contract or agreement for or relating to any development for any such purposes as aforesaid to purchase such materials and other articles and things as he may think fit to discontinue such development or any part thereof and to repudiate and rescind any building contract or any such contract or agreement as aforesaid;
- 8.6.14 in connection with any development obtain planning permissions, bye law consents and any other permissions and/or approvals, enter into agreements under the Highways Act 1980 and any other agreements requisite for the development, to enter into and arrange bonds and in particular road bonds and indemnities in connection therewith and to dedicate any part of the Property as a public highway or grant any other rights over under or relating to the Property;
- 8.6.15 promote the formation of companies with a view to the same purchasing, leasing, licensing, managing or otherwise acquiring interests in all or any part of the Property or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any part of the Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
- 8.6.16 make calls conditionally or unconditionally on the members of the Mortgagor concerned in respect of uncalled capital;
- 8.6.17 effect any policy or policies of insurance for any purpose in connection with the receivership and without prejudice to the generality of the foregoing particularly to support and underwrite any indemnity given by the Mortgagor hereunder;
- 8.6.18 make any arrangement or compromise or disclaim, alter, enter into or cancel any contract or liability which he shall think expedient;
- 8.6.19 sign any document execute any deed and do all such other acts and things as he may in his absolute discretion consider to be incidental or conducive to any of the matters and powers aforesaid or to the realisation of the security constituted by this Deed;
- 8.6.20 present or, as the case may be, defend a petition for the winding up of the Mortgagor;
- 8.6.21 employ or engage, upon such terms (as to remuneration or otherwise) as he may think proper, such professional advisers, managers, servants and agents as he considers necessary including without limiting the generality of the foregoing architects, estate agents, quantity surveyors, solicitors, valuers auctioneers, surveyors and accountants;

- 8.6.22 bring or defend any action or legal proceedings or discontinue the same on behalf of the Mortgagor;
- 8.6.23 exercise any option or right of election available at law to the Mortgagor or the Mortgagee or a Receiver that the supplies made in respect of any lease or tenancy hereby charged shall be chargeable or taxable for Value Added Tax purposes at the standard or any other applicable rate of tax;
- 8.6.24 obtain, renew, extend, amend or otherwise deal with such permissions, consents and/or licences for the benefit of or otherwise connected with or ancillary to all or part of the Security Assets or its use or development of the Mortgagor's business;
- 8.6.25 do all such other acts and things as may be considered to be expedient for the protection of the Security Assets or to be incidental or conducive to any of the above matters and powers or any other act or thing which he could do if he were absolutely entitled to the Security Assets and which the Receiver may lawfully do as agent for the Mortgagor;
- 8.6.26 use the name of the Mortgagor for all or any of the above purposes with full power to convey, transfer or assign the whole or any part of the Security Assets sold in the name of the Mortgagor.

8.7 Protection of Third Parties

No person or persons (including a purchaser) dealing with the Mortgagee or any Receiver or Administrator shall be concerned to enquire whether any event has happened upon which any of the powers herein contained may have arisen or be exercisable or otherwise as to the propriety or regularity of any exercise thereof or of any act purporting or intended to be in exercise thereof or whether any monies remain owing upon the security of this Deed and all the protection of the Act shall apply to any person purchasing from or dealing with the Mortgagee or any Receiver or Administrator.

8.8 Delegation

The Mortgagee and any Receiver or Administrator may at any time and from time to time delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by the Mortgagee under this Deed. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to any regulations which the Mortgagee or such Receiver or Administrator (as the case may be) may think fit. Neither the Mortgagee nor any Receiver or Administrator will be in any way liable or responsible to the Mortgagor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

8.9 Mortgagee's Liability

Neither the Mortgagee nor any Receiver nor any of their respective agents, managers, officers, employees, delegates or advisers shall in any circumstances be liable to the Mortgagor for any claim, demand, liability, loss, damage, cost or expense from any exercise, purported exercise or non-exercise by the Mortgagee or any Receiver of any power, authority, right or discretion conferred upon it or him in relation to any Security Asset or any part thereof by or pursuant to this Deed or by the Act or the Insolvency Act 1986.

8.10 Vacation of Possession

If the Mortgagee or any Receiver or Administrator appointed by the Mortgagee or any such delegate as aforesaid shall enter into possession of the Property or any part thereof it or he may from time to time at pleasure go out of such possession.

8.11 Not Mortgagee in Possession

Neither the Mortgagee nor any Receiver or Administrator shall by reason of the taking of possession of the whole or any part of the Security Assets by any of them be liable to account as mortgagee-in-possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee-in-possession might be liable.

9. APPLICATION OF PROCEEDS

Subject to claims having priority to the charges created by this Deed and to any applicable statutory requirement as to the payment of preferential debts, all monies received under the powers conferred by this Deed shall be applied in the following order:-

- 9.1 in payment of all costs, charges and expenses relating to the exercise of all or any of the powers aforesaid and of all other outgoings payable by the Receiver or Administrator (or as the case may be by the Mortgagee);
- 9.2 (if applicable) in payment of remuneration to the Receiver or Administrator at such rate as may be agreed between him and the Mortgagee;
- 9.3 in or towards payment pro rata of any secured liabilities; and
- 9.4 the surplus (if any) shall be paid to the Mortgagor or to whomsoever else may be entitled thereto in priority to the Mortgagor,

save that the Mortgagee may credit any monies received under this Deed to a suspense account for so long and in such manner as the Mortgagee may from time to time determine and the Receiver or Administrator may retain the same for such period as he and the Mortgagee consider expedient.

10. EXPENSES AND INDEMNITY

- 10.1 The Mortgagor shall promptly on demand pay the Mortgagee the amount of all costs, fees and expenses (including legal fees) and Taxes thereon incurred by the Mortgagee or for which the Mortgagee may become liable in connection with:-

- 10.1.1 any variation of, or amendment or supplement to, any terms of this Deed; and/or
- 10.1.2 any consent or waiver required from the Mortgagee in relation to this Deed; and/or
- 10.1.3 any settlement, discharge or release of this Deed.

- 10.2 The Mortgagor further covenants with the Mortgagee that it shall on demand reimburse or pay to the Mortgagee or any Receiver or Administrator and each agent, attorney, manager or other person appointed by the Mortgagee under this Deed (on the basis of a full indemnity) the amount of all costs (including legal costs), charges and expenses incurred or sustained by the Mortgagee or the Receiver or Administrator (including, for the avoidance of doubt, any such costs, charges and expenses arising from any act or omission of, or proceedings involving, any third person) in connection with:-

- 10.2.1 any survey, inspection or valuation of the Property under or in connection with this Deed, and the preparation, registration or perfecting of this Deed (or any of the charges contained in it), or any other document entered into between the Mortgagor and the Mortgagee; and/or
 - 10.2.2 the exercise, or the attempted or purported exercise, by or on behalf of the Mortgagee or any Receiver or Administrator of any of the powers of the Mortgagee, any Receiver or Administrator or any agent or attorney; and/or
 - 10.2.3 the enforcement, preservation or attempted preservation of the Mortgagee's rights under this Deed or any other action taken by or on behalf of the Mortgagee with a view to or in connection with the recovery by the Mortgagee of the Secured Liabilities from the Mortgagor or any other person; and/or
 - 10.2.4 the carrying out of any other act or matter which the Mortgagee, any Receiver or Administrator or agent or attorney may consider to be necessary or desirable for the preservation, improvement or benefit of the Security Assets.
- 10.3 The Mortgagor shall on demand pay any stamp, documentary and other similar duties and taxes to which this Deed or any related documents may be subject or give rise and shall fully indemnify the Mortgagee from and against any losses or liabilities which it may incur as a result of any delay or omission by the Mortgagor to pay any such duties or taxes.

11. FURTHER ASSURANCE

The Mortgagor hereby covenants that it and all other necessary parties (if any) immediately on demand at the Mortgagor's expense will:-

- 11.1 execute and deliver to the Mortgagee or the Mortgagee's nominees such further mortgages, fixed or floating charges or assignments comprising any Security Asset or any part thereof for further securing the Secured Liabilities in such form as shall be consistent with this Deed;
- 11.2 execute and do all such assurances acts and things as the Mortgagee or any Receiver may in its or his absolute discretion require for:-
 - 11.2.1 perfecting, preserving or protecting the security created (or intended to be created) by this Deed or any of the rights of the Mortgagee or any Receiver under this Deed; or
 - 11.2.2 facilitating the appropriation or realisation of any Security Asset or any part thereof and enforcing the security constituted by this Deed in either case on or at any time after the same shall have become enforceable; or
 - 11.2.3 the exercise of any power, authority or discretion vested in the Mortgagee or any Receiver under this Deed.

12. POWER OF ATTORNEY

The Mortgagor, by way of security, irrevocably and severally appoints the Mortgagee, each Receiver or Administrator and any of their delegates or sub-delegates to be its attorney to take any action which the Mortgagor is obliged to take under this Deed, including, without limitation, under Clause 11(Further Assurance) where the Mortgagor does not do so within the requisite timeframe. The Mortgagor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause and the exercise by the

Mortgagee (or a Receiver or Administrator) of such power shall be conclusive evidence of its or his right to exercise the same.

13. ASSIGNMENT

- 13.1 This Deed shall be binding upon and shall enure to the benefit of the Mortgagee and the Mortgagor and their respective successors and, in the case of the Mortgagee, its assigns and transferees and references in this Deed to any of them shall be construed accordingly.
- 13.2 The Mortgagor may not assign or transfer all or any part of its rights and/or obligations under this Deed.
- 13.3 The Mortgagee may assign or transfer all or any part of its rights and/or obligations hereunder to any permitted assignee or transferee of its rights and/or obligations under the Transfer.
- 13.4 The Mortgagee may disclose to any potential assignee or transferee of all or part of its rights and/or obligations under this Deed such information about the Mortgagor as the Mortgagee thinks fit.

14. MISCELLANEOUS

14.1 Default Interest

- 14.1.1 If the Mortgagor defaults in the payment or repayment on the due date of any sum from time to time due under this Deed, interest will accrue on the amount in respect of which default has been made from the date of default until actual payment (both before and after judgment) at the rate of 4 (four) per cent. per annum above the base rate of HSBC Bank Plc as varied from time to time.
- 14.1.2 All payments of interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a year of 365 days.

14.2 Giving of Time

The Mortgagee shall be at liberty from time to time to give time for payment of any liability of the Mortgagor to the Mortgagee as the Mortgagee shall in its discretion think fit without in any manner releasing the Mortgagor or affecting the security hereby made.

14.3 No other Registered Proprietor

During the Security Period no person other than the Mortgagor shall be registered under the Land Registration Act 2002 as proprietor of the Property or any part thereof without the prior written consent of the Mortgagee and the costs incurred by the Mortgagee of lodging from time to time a caution against the registration of the Property shall be deemed to be an expense properly incurred by the Mortgagee in relation to this Deed.

14.4 Discharge

Subject to Clause 7.2 (*Avoidance of Payments*) above, upon the Mortgagee being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and following a written request therefor from the Mortgagor, the Mortgagee will forthwith release the security created by this Deed.

14.5 Perpetuity Period

If applicable, the perpetuity period under the rule against perpetuities shall be 125 years from the date of this Deed.

14.6 Tax gross-up

All payments to be made by the Mortgagor to the Mortgagee under this Deed shall be made without set-off and free and clear of and without withholding or deduction for or on account of taxes, save as may be required by law or regulation, in which case in which case the Mortgagor shall:-

- 14.6.1 ensure that the withholding or deduction does not exceed the minimum amount legally required;
- 14.6.2 forthwith pay to the Mortgagee such additional amount as is necessary to ensure that the net full amount received by the Mortgagee after the required withholding or deduction is equal to the amount that we would have received had no such withholding or deduction been made;
- 14.6.3 pay to the relevant taxation or other authorities within the period for payment permitted by applicable law the full amount of the deduction or withholding; and
- 14.6.4 furnish to the Mortgagee, within the period for payment permitted by the relevant law, either:-
 - (a) an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld; or
 - (b) if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding.

14.7 Set-off

The Mortgagee may set off any matured obligation due from the Mortgagor under the Contract for Sale, the Transfer or this Deed against any matured obligation owed by the Mortgagee to the Mortgagor.

14.8 Certificates and Determinations

Any certification or determination by the Mortgagee of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

14.9 Partial Invalidity

Each of the provisions of this Deed is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction the legality, validity or enforceability in that jurisdiction of the remaining provisions of this Deed or, in any other jurisdiction, of that provision or any other provisions of this Deed, shall not in any way be affected or impaired thereby.

14.10 Remedies and Waivers

- 14.10.1 No omission to exercise or delay in exercising on the part of the Mortgagee any right, power or remedy provided by law or under this Deed shall constitute a

waiver of such right, power or remedy or any other right, power or remedy or impair such right, power or remedy. No single or partial exercise of any such right, power or remedy shall preclude or impair any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under this Deed.

14.10.2 Any waiver of any right, power or remedy under this Deed, or any consent or approval given by the Mortgagee hereunder, shall only be effective if given in writing and may be given subject to any conditions which the grantor may think fit. Unless otherwise expressly stated, any waiver shall be effective only in the instance and only for the purpose for which it is given.

14.10.3 No variation of this Deed shall be of any effect unless it is agreed in writing and executed by or on behalf of each party.

14.10.4 Unless specifically provided otherwise, rights arising under this Deed are cumulative and do not exclude any other rights provided by law or otherwise.

14.11 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

15. LAW AND JURISDICTION

15.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

15.2 In relation to any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed), and for the exclusive benefit of the Mortgagee, the Mortgagor hereby irrevocably and unconditionally submits to the jurisdiction of the English courts and waives any objection to proceedings with respect to this Deed in such courts on the grounds of venue or inconvenient forum.

15.3 Nothing in this Clause shall affect the right of the Mortgagee to serve process in any manner permitted by law or limit the right of the Mortgagee to take proceedings with respect to this Deed against the Mortgagor in any jurisdiction nor shall the taking of proceedings with respect to this Deed in any jurisdiction preclude the Mortgagee from taking proceedings with respect to this Deed in any other jurisdiction, whether concurrently or not.

16. NOTICES

Clause 19 (*Notices*) of the Contract for Sale shall apply and extend to this Deed as if they were set out herein but with the references in those clauses to "this Contract" and "the Buyer" and "the Seller" (howsoever described) being replaced respectively by references to "this Deed, "the Mortgagor" and "the Mortgagee" (where appropriate).

17. RIGHTS OF THIRD PARTIES

Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

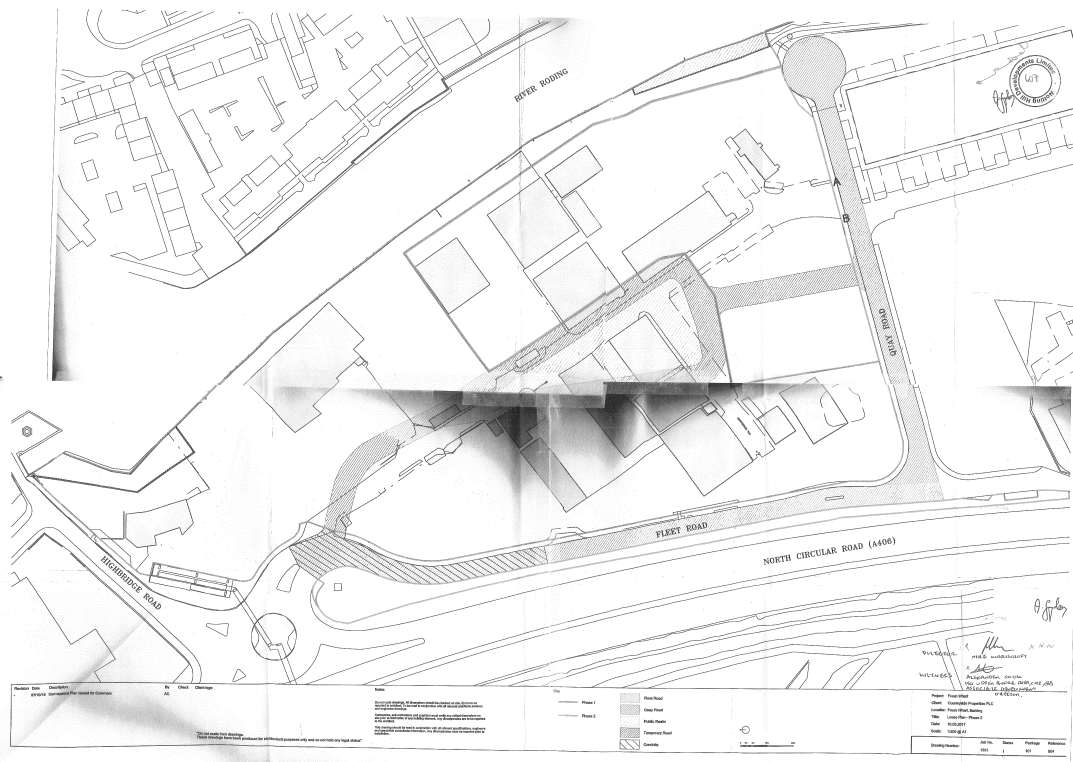
IN WITNESS whereof the parties hereto have caused this Deed to be duly executed and delivered (in the case of the Mortgagor, as its deed) on the day and year first before written.

SCHEDULE 1

PART 1 – DESCRIPTION OF THE PROPERTY

All those pieces or parcels of land shown edged red on the Plan together with the premises now or hereafter erected thereon being part of Fresh Wharf Estate, Highbridge Road, Barking and being the property demised by the Long Lease.

PART II – PLAN



SCHEDULE 2

PART I – FORM OF NOTICE OF ASSIGNMENT TO INSURERS

From: **Countryside Properties PLC and Notting Hill Developments Limited**

To: **[■Insurers – name and address details to be provided]**

Copy to: **Fresh Wharf Developments Limited (in Members Voluntary Liquidation)**

(the “Mortgagee”, which expression includes its successors and permitted transferees and assigns)

Date:

Dear Sirs,

[■INSURANCE POLICY NO. [■details to be inserted] (THE “POLICY”)

We hereby give you notice that, by a legal mortgage dated [■] 2016 and made between ourselves and the Mortgagee, we have assigned to the Mortgagee by way of first-ranking security all our right, title and interest and benefit present and future in and to the Policy.

We hereby authorise and instruct you to:-

- (a) advise the Mortgagee of any act or omission or any event which comes to your knowledge and which might invalidate or render unenforceable the insurance in whole or in part;
- (b) if the insurance cover is to be reduced or any insured risks are to be restricted, to advise the Mortgagee at least 14 days before such reduction or restriction is due to take effect;
- (c) advise the Mortgagee of any proposed cancellation of the Policy at least 14 days before such cancellation is due to take effect;
- (d) if we default in the payment of any premium or fail to renew any such insurance as soon as such default or non-renewal comes to your knowledge and (pending receipt of instructions from the Mortgagee), keep the Mortgagee's interest in such Policy in force up to the full sum insured and for the same risks (subject to the premium for any such period of extended cover being payable by the Mortgagee for our account); and
- (e) send copies of all notices and other information relating to the Policy to the Mortgagee.

This notice is irrevocable.

This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this notice by signing the enclosed acknowledgement and returning it to the Mortgagee addressed to **[■insert details]**.

Yours faithfully,

.....
For and on behalf of
Countryside Properties PLC

.....
For and on behalf of
Notting Hill Developments Limited

PART II – FORM OF ACKNOWLEDGEMENT FROM INSURERS

From: **[■ Insurers – name to be inserted]**

To: **Fresh Wharf Developments Limited (in Members Voluntary Liquidation)**
[■ insert address]

Date:

Dear Sirs

INSURANCE POLICY NO. [■] (THE “POLICY”)

We hereby acknowledge receipt of the notice of assignment dated [■] (the “Notice”) relating to the legal mortgage dated [■] 2016 and made between Countryside Properties PLC (the “Company”) and you as adequate notice of the assignment described therein and we further agree and undertake to be bound by the terms of the Notice. In particular we confirm that we will advise you of any of the matters referred to in sub-paragraphs (a) to (e) inclusive of the Notice.

We further confirm that we have not received any prior notice of assignment from the Company or any third party relating to the Policy.

This acknowledgement and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
For and on behalf of
[■ Insurers]

MORTGAGOR

EXECUTED as a DEED by)
COUNTRYSIDE PROPERTIES (UK))
LIMITED acting by a director in)

The presence of:

Director

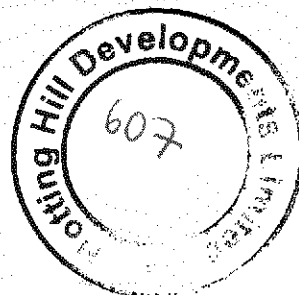
Director/Secretary

WITNESS

EXECUTED as a DEED by)
NOTTING HILL)
DEVELOPMENTS)
LIMITED by affixing its common)
seal in the presence of :-

Authorised Signatory

Authorised Signatory/Secretary



MORTGAGEE

SIGNED by FRESH WHARF)
DEVELOPMENTS LIMITED)
(in Member's Voluntary)
Liquidation) acting by KEVIN)
GOLDFARB its Joint Liquidator)
under powers conferred on him)
by Schedule 4 of the Insolvency)
Act 1986 in the presence of :-

Name of Company handwritten by Joint
Liquidator by:

Signature of Joint Liquidator

Witness Signature

Full Name of Witness

Address

Occupation