



Registration of a Charge

Company Name: **LONDON SOUTH BANK UNIVERSITY**

Company Number: **00986761**



Received for filing in Electronic Format on the: **06/09/2021**

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Details of Charge

Date of creation: **03/09/2021**

Charge code: **0098 6761 0015**

Persons entitled: **AIB GROUP (UK) P.L.C.**

Brief description: **ALL ESTATES OR INTERESTS IN ANY FREEHOLD OR LEASEHOLD PROPERTY SPECIFIED IN SCHEDULE 1 OF THE CHARGING INSTRUMENT, INCLUDING (I) ALL THAT LEASEHOLD LAND AND BUILDINGS ON THE NORTH WEST SIDE OF NEWINGTON BUTTS, KENNINGTON AS IS REGISTERED WITH TITLE ABSOLUTE UNDER TITLE NUMBER TGL97717; (II) ALL THAT FREEHOLD LAND AND BUILDINGS AT NEWINGTON BUTTS AND DANTE ROAD, KENNINGTON AS IS REGISTERED AT HM LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER TGL111318; AND (III) ALL THAT LEASEHOLD LAND ON THE NORTH SIDE OF DANTE ROAD, KENNINGTON AS IS REGISTERED AT HM LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER TGL85499, TOGETHER WITH ALL BUILDINGS, FIXTURES, FITTINGS AND FIXED PLANT AND MACHINERY; AND THE BENEFIT OF ANY COVENANTS FOR TITLE GIVEN OR ENTERED INTO BY ANY PREDECESSOR IN TITLE OF THE CHARGOR IN RESPECT OF THAT PROPERTY OR ANY MONEYS PAID OR PAYABLE IN RESPECT OF THOSE COVENANTS. FOR MORE DETAILS PLEASE SEE THE CHARGING INSTRUMENT.**

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: **BECKY PANTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 986761

Charge code: 0098 6761 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd September 2021 and created by LONDON SOUTH BANK UNIVERSITY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th September 2021 .

Given at Companies House, Cardiff on 7th September 2021

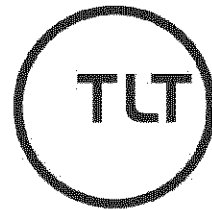
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



Legal Mortgage

relating to a £15,000,000 revolving
credit facility agreement

- (1) London South Bank University
as the Chargor
- (2) AIB Group (UK) P.L.C.
as the Original Lender

Dated 3 September 2021

Execution Version

One Redcliff Street
Bristol BS1 6TP
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THIS DEED is dated

3 September

2021

BETWEEN:

- (1) **LONDON SOUTH BANK UNIVERSITY** a company limited by guarantee and an exempt charity within the meaning of the Charities Act 2011, incorporated and registered in England and Wales with company number 00986761, whose registered office is 103 Borough Road, London SE1 0AA (the **Chargor**); and
- (2) **AIB GROUP (UK) P.L.C.** a company incorporated and registered in Northern Ireland with company number NI018800 whose registered office is 92 Ann Street, Belfast BT1 3HH as lender (the **Original Lender**).

BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Act	means the Law of Property Act 1925.
Facility Agreement	means the £15,000,000 facility agreement dated on or around the date of this Deed between the Chargor and the Original Lender.
Finance Document	has the same meaning given to that term in the Facility Agreement.
Insurance Rights	has the meaning given to that term in clause 2.3.1 (<i>Insurances</i>)
Mortgaged Property	means all freehold or leasehold property included in the definition of Security Asset.
Party	means a party to this Deed.
Receiver	means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.
Secured Liabilities	means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Secured Party under each Finance Document.
Secured Party	has the same meaning given to that term in the Facility Agreement.

Security Asset means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Construction

1.2.1 Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.

1.2.2 The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.

1.2.3 Unless a contrary indication appears, a reference in this Deed to:

(a) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(b) any **rights** in respect of an asset includes:

- (i) all amounts and proceeds paid or payable;
 - (ii) all rights to make any demand or claim; and
 - (iii) all powers, remedies, causes of action, security, guarantees and indemnities,
- in each case in respect of or derived from that asset;

(c) any share, stock, debenture, bond or other security or investment includes:

- (i) any dividend, interest or other distribution paid or payable;
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share, stock, debenture, bond or other security or investment; and

(d) the term **this Security** means any Security created by this Deed.

1.2.4 Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

1.2.5 The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.2.6 If the Original Lender considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

- 1.2.7 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- 1.3.2 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 1.3.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.3.2 above and the provisions of the Third Parties Act.

1.4 Exempt Charity

The land charged pursuant to this Deed is held by (or on trust for) London South Bank University, an exempt charity.

2 Creation of Security

2.1 General

- 2.1.1 The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- 2.1.2 All the security created under this Deed:
 - (a) is created in favour of the Original Lender;
 - (b) is created over present and future assets of the Chargor;
 - (c) is security for the payment of all the Secured Liabilities; and
 - (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 2.1.3 The Original Lender holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

- 2.2.1 The Chargor charges:
 - (a) by way of a first legal mortgage all estates or interests in any freehold or leasehold property specified in Schedule 1 (*Real property*);
 - (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property specified in Schedule 1 (*Real property*).
- 2.2.2 A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Insurances relating to property

- 2.3.1 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest relating to any property charged under Clause 2.2 (together, the **Insurance Rights**).
- 2.3.2 To the extent that they have not been effectively assigned under Clause 2.3.1 above, the Chargor charges by way of a first fixed charge all of its Insurance Rights.

3 Restrictions on Dealings

3.1 Security

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not create or permit to subsist any Security on any Security Asset.

3.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

4 Land

4.1 Land Registry

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"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 charge dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".

4.2 Deposit of title deeds

The Chargor must immediately on the request of the Original Lender:

- 4.2.1 deposit with the Original Lender all deeds and documents necessary to show good and marketable title to any Mortgaged Property (the **Title Documents**);
- 4.2.2 procure that the Title Documents are held to the order of the Original Lender; or
- 4.2.3 procure that the Title Documents are held to the order of the Agent by a firm of solicitors approved by the Original Lender for that purpose.

5 Insurances

The Chargor must:

- 5.2 immediately on the request of the Original Lender serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (*Forms of Letter for Insurers*), on each counterparty to an Insurance relating to any property charged under Clause 2.2; and
- 5.3 use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (*Forms of Letter for Insurers*).

6 When Security Becomes Enforceable

6.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs.

6.2 Discretion

After this Security has become enforceable, the Original Lender may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

6.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

7 Enforcement of Security

7.1 General

7.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

7.1.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

7.1.3 The statutory powers of leasing conferred on the Original Lender are extended so as to authorise the Original Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Original Lender may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

7.2 No liability as mortgagee in possession

Neither the Original Lender nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

7.3 Privileges

The Original Lender and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

7.4 Protection of third parties

No person (including a purchaser) dealing with the Original Lender or a Receiver or its or his/her agents will be concerned to enquire:

7.4.1 whether the Secured Liabilities have become payable;

7.4.2 whether any power which the Original Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

7.4.3 whether any money remains due under the Finance Documents; or

7.4.4 how any money paid to the Original Lender or to that Receiver is to be applied.

7.5 Redemption of prior mortgages

7.5.1 At any time after this Security has become enforceable, the Original Lender may:

(a) redeem any prior Security against any Security Asset; and/or

(b) procure the transfer of that Security to itself; and/or

(c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

- 7.5.2 The Chargor must pay to the Original Lender, immediately on demand, the costs and expenses incurred by the Original Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

7.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Original Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

7.7 Financial collateral

- 7.7.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Original Lender will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

- 7.7.2 Where any financial collateral is appropriated:

- (a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- (b) in any other case, its value will be such amount as the Original Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

8 Receiver

8.1 Appointment of Receiver

- 8.1.1 Except as provided below, the Original Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
- (a) this Security has become enforceable; or
 - (b) the Chargor so requests to the Original Lender at any time.
- 8.1.2 Any appointment under Clause 8.1.1 above may be by deed, under seal or in writing under its hand.
- 8.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- 8.1.4 The Original Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- 8.1.5 The Original Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Original Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

8.2 Removal

The Original Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

8.3 Remuneration

The Original Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

8.4 Agent of the Chargor

8.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

8.4.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

8.5 Relationship with Original Lender

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Original Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

9 Powers of Receiver

9.1 General

9.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 9 in addition to those conferred on it by any law. This includes:

- (a) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

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

9.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

9.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner he/she thinks fit.

9.4 Employees

9.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

9.4.2 A Receiver may discharge any person appointed by the Chargor.

9.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

9.6 Sale of assets

9.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

9.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

9.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

9.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

9.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

9.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

9.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

9.11 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

9.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

9.13 Lending

A Receiver may lend money or advance credit to any person.

9.14 Protection of assets

A Receiver may:

9.14.1 effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;

9.14.2 commence and/or complete any building operation; and

9.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

9.15 Other powers

A Receiver may:

9.15.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

9.15.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

9.15.3 use the name of the Chargor for any of the above purposes.

10 Application of Proceeds

All amounts from time to time received or recovered by the Original Lender or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Original Lender and applied in accordance with the Facility Agreement.

This Clause 10:

10.1 is subject to the payment of any claims having priority over this Security; and

10.2 does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

11 Expenses and Indemnity

The Chargor must:

11.1 immediately on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and

11.2 keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

12 Delegation

12.1 Power of Attorney

The Original Lender or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

12.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Original Lender or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

12.3 Liability

Neither the Original Lender nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

13 Further Assurances

13.1 The Chargor must promptly, at its own expense, take whatever action the Original Lender or a Receiver may require for:

13.1.1 creating, perfecting or protecting any security over any Security Asset; or

13.1.2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Original Lender or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

13.2 The action that may be required under Clause 13.1 above includes:

13.2.1 the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Original Lender or to its nominees; or

13.2.2 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Original Lender may consider necessary or desirable.

14 Power of Attorney

The Chargor, by way of security, irrevocably and severally appoints the Original Lender, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Original Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 14.

15 Miscellaneous

15.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

15.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

15.3 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

15.3.1 this Security has become enforceable; and

15.3.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

15.4 Notice to the Chargor

This Deed constitutes notice in writing to the Chargor of any charge or assignment of a debt owed by the Chargor to any Obligor and contained in any other Security Document.

16 Release

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security.

17 Governing Law

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

18 Enforcement

18.1 Jurisdiction of English courts

- 18.1.1 The courts of England have exclusive jurisdiction to settle 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) (a Dispute).
- 18.1.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 18.1.3 Notwithstanding paragraphs 18.1.1 and 18.1.2 above, the Original Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

In witness this deed has been executed and delivered as a deed on the date appearing at the top of this Deed.

Schedule 1

Real property

Chargor	Description	Freehold / Leasehold	County and District	Title Number (if registered)
London South Bank University	All that leasehold land and buildings on the north west side of Newington Butts, Kennington as is registered with title absolute under title number TGL97717	Leasehold	Greater London – London Borough of Southwark	TGL97717
London South Bank University	All that freehold land and buildings at Newington Butts and Dante Road, Kennington as is registered at HM Land Registry with title absolute under title number TGL111318	Freehold	Greater London – London Borough of Southwark	TGL111318
London South Bank University	All that leasehold land on the north side of Dante Road, Kennington as is registered at HM Land Registry with title absolute under title number TGL85499	Leasehold	Greater London – London Borough of Southwark	TGL85499

Schedule 2

Forms of Letter for Insurers

Part 1: Notice to Insurer

To: [Insurer]

Copy: [Original Lender] (as Original Lender as defined below)

[Date]

Dear Sirs,

**Legal Mortgage dated [] between [Chargor]
and [Original Lender] (the Legal Mortgage)**

This letter constitutes notice to you that under the Legal Mortgage we have assigned absolutely, subject to a proviso for re-assignment on redemption, to [Original Lender] (as trustee for the Secured Parties as referred to in the Legal Mortgage, the **Original Lender**) all our rights in respect of [insert details of contract of insurance] (the **Insurance**).

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Original Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Original Lender in respect of the Insurance), unless and until you receive notice from the Original Lender to the contrary stating that the security under the Legal Mortgage has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Original Lender or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Original Lender in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Original Lender any information relating to the Insurance requested from you by the Original Lender.

The instructions in this letter may not be revoked or amended without the prior written consent of the Original Lender.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Original Lender at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

Part 2: Acknowledgement of Insurer

To: [Original Lender] (as Original Lender)

Copy: [Chargor]

[Date]

Dear Sirs,

**Legal Mortgage dated [] between [Chargor]
and [Original Lender] (the Legal Mortgage)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of an assignment on the terms of the Legal Mortgage of all the Chargor's rights in respect of [insert details of the contract of insurance] (the **Insurance**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

Signature page to the Legal Mortgage between (1) AIB Group (UK) P.L.C. (acting as Original Lender) and (2) London South Bank University (as Chargor).

THE ORIGINAL LENDER

Executed as a deed by)	
AIB Group (UK) P.L.C.)	
Kieran Redford)	
acting by, an	)	Authorised signatory
authorised signatory,)	
and ... Nicolas Nicolaou, an authorised	)	DocuSigned by:
signatory)	
	)	Authorised signatory

THE CHARGOR

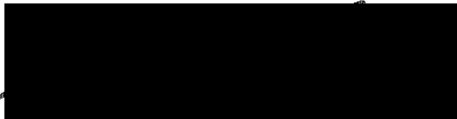

Executed as a deed by)	
London South Bank University)	
)	
acting by, a director,	)	Director
)	
and, company)	
secretary	)	Company Secretary

Signature page to the Legal Mortgage between (1) AIB Group (UK) P.L.C. (acting as Original Lender) and (2) London South Bank University (as Chargor).

THE ORIGINAL LENDER

Executed as a deed by)	
AIB Group (UK) P.L.C.)	
acting by .....	)	.....
authorised signatory,	)	Authorised signatory
and .....	)	.....
an authorised	)	.....
signatory	)	Authorised signatory

THE CHARGOR

Executed as a deed by	)	X	
London South Bank University)		
acting by <i>DA PHOENIX</i>	)		.....
a director,	)		Director
and <i>J.D. STEVENSON</i>)		
company)		
secretary	)		Company Secretary