



Registration of a Charge

Company name: **LINDEN LIMITED**

Company number: **01108676**

Received for Electronic Filing: **15/08/2018**



X7CEWD49

Details of Charge

Date of creation: **10/08/2018**

Charge code: **0110 8676 0363**

Persons entitled: **INVESTEC INVESTMENTS (UK) LIMITED**

Brief description: **THE LEASEHOLD PROPERTY IN RELATION TO UNIT 1 GROUND FLOOR 271-281 KING STREET LONDON W6 9LZ. THE LEASEHOLD PROPERTY IN RELATION TO STORAGE LOCKER 8 275 KING STREET HAMMERSMITH LONDON W6 9QF FOR MORE DETAILS PLEASE REFER TO THE 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:

K&L GATES LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1108676

Charge code: 0110 8676 0363

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2018 and created by LINDEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2018 .

Given at Companies House, Cardiff on 17th August 2018

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

EXECUTION VERSION

DATED *10th August* 2018

- (1) LINDEN LIMITED
- (2) INVESTEC INVESTMENTS (UK) LIMITED

LEGAL CHARGE

Unit 1, Ground Floor, 271-281 King Street, London W6 9LZ and Storage Locker 8, 275
King Street, London W6 9QF

K&L Gates LLP
One New Change London EC4M 9AF
Tel: +44 (0)20 7648 9000
Fax: +44 (0)20 7648 9001
Ref:

THIS LEGAL CHARGE is made on

10th August

2018

PARTIES

- (1) **LINDEN LIMITED** a company registered in England (with registration number 01108676), whose registered office is at Cowley Business Park, Cowley, Uxbridge, Middlesex, UB8 2AL (the "**Chargor**"); and
- (2) **INVESTEC INVESTMENTS (UK) LIMITED** a company registered in England (with Registration Number ~~06415054~~ *00205468*), whose registered office is at 30 Gresham Street, London EC2V 7QP (the "**Chargee**").

NOW THIS LEGAL CHARGE WITNESSES:

1. COVENANT TO PAY AND DEED OF COVENANT

- 1.1 The Chargor covenants that it shall promptly (and in any event within 3 Business Days of demand by the Chargee) pay to the Chargee an amount in sterling which represents fifty per cent of the sale proceeds that arise out of or are in connection with the sale of the Property (such sale to be at not less than the open market value (to be determined in accordance with the most recent Valuation (as defined in Clause 4.1(g)) of the Property at that time or as otherwise agreed by the Chargee in its sole discretion)) on arm's length terms to an unrelated third party after deduction from such sale proceeds of all legal, agency, Valuation, stamp duty land tax (incurred as a result of the sale price of the Property exceeding £670,000) and other such fees reasonably and directly incurred in connection with the sale (the "**Indebtedness**").
- 1.2 If the Chargor fails to pay any amount payable by it under this Legal Charge on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment), compounded monthly according to the current practice for the time being of the principal banker's of the Chargee and calculated at the rate of 2 per cent per annum over the base rate of those bankers from time to time.
- 1.3 The Chargor covenants that it shall comply with the terms of a letter from the Chargor to the Chargee and Linden (Vencourt) LLP (a limited liability partnership incorporated in England and Wales with registration number OC399735) which details covenants by the Chargor in connection with the Property, dated on or about the date of this Legal Charge (the "**Deed of Covenant**").

2. CHARGE

- 2.1 The Chargor with full title guarantee and as a continuing security charges with the payment and/or discharge of the Indebtedness:
- (a) by way of first legal mortgage all estates or interests in the leasehold property or properties specified in the Schedule to this Legal Charge and any part or parts of such property (the "**Property**");
- (b) by way of first fixed charge:

- (i) all buildings and other structures on the Property and items fixed to and forming part of the Property;
 - (ii) the benefit of all agreements relating to the Property to which it is or may become a party or otherwise entitled, including but not limited to any rents receivables, guarantee, indemnity and undertaking;
 - (iii) any goodwill relating to the Property or the business or undertaking conducted at the Property;
 - (iv) its rights under the appointment of any managing agent of the Property;
 - (v) all furniture, furnishings, tools, vehicles, computers, computer software and hardware and office and other equipment and other chattels belonging to the Chargor and the benefit of all contracts, licences and warranties relating to the same;
 - (vi) to the extent not effectively assigned under paragraph (d) below, all rights and interest in and claims under all insurance or assurance policies held or to be held by or insuring to the benefit of the Chargor in respect of the Property; and
- (c) by way of assignment all right, title and interest of the Chargor in and to all payments made under any and all present and future insurance policies in respect of the Property,

the rights, property, assets and undertaking charged and/or assigned by this Legal Charge being referred to as the **"Charged Property"**.

2.2 The security from time to time constituted by or pursuant to this Legal Charge shall be in addition to and shall not prejudice, determine or affect any other security which the Chargee may from time to time hold for or in respect of all or any part of the Indebtedness. No prior security held by the Chargee over the Charged Property or any part of it shall merge in the security created by this Legal Charge which will remain in force and effect as a continuing security until discharged by the Chargee notwithstanding any settlement of account or other matter or thing whatsoever.

2.3 At any time after payment of any Indebtedness has been demanded and whilst any part thereof remains unpaid the Chargee may (as agent of the Chargor) remove and sell any chattels located at the Property and in the absence of any separate charge thereover the net proceeds of sale thereof shall be paid to the Chargee on demand and the Chargor shall not have the right to retain or set-off such proceeds of sale against the Indebtedness.

3. **RESTRICTIONS ON DEALING**

The Chargor shall not without the prior written consent of the Chargee:

- (a) create or attempt to create or permit to subsist or suffer any mortgage, charge, pledge, hypothecation, lien or other security interest on any of the Charged Property other than this Legal Charge;

- (b) part with, sell, transfer, lease, lend or otherwise dispose of the whole or any part of the Charged Property or enter into any agreement or grant any option for any such sale, transfer, lease, loan or other disposal in respect of any such property;
- (c) part with possession of all or any part of the Property (otherwise than on the determination of any lease, tenancy or licence), grant or agree to grant any option or any lease, licence, tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by sections 99 and 100 of the Law of Property Act 1925 in respect of the Property provided that such restrictions shall not be construed as a limitation on the powers of any administrative receiver, receiver or receiver and manager appointed under this Legal Charge (each a **"Receiver"**) nor the Chargee any of whom may grant or accept surrenders of leases without restriction;
- (d) pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Chargor and charged under this Legal Charge except for the purpose of effecting repairs or replacing the same;
- (e) vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in the Property; or
- (f) do or cause or permit or suffer to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Property.

4. **COVENANTS BY THE CHARGOR**

4.1 The Chargor shall:

- (a) in respect of the Property, keep all buildings in good and substantial repair and condition and adequately and properly painted and decorated and all plant, machinery, fixtures and fittings, roads, pipes, wires, cables, drains and structures in a good state of repair and in good working order and condition and permit any person or persons nominated by the Chargee free access at all times to view the state and condition of them and for that purpose to enter upon any land or buildings occupied or owned by the Chargor without being deemed to have gone into possession of them;
- (b) insure and keep insured such of its Charged Property as is insurable with such reputable insurer and against such risks and in such amounts and otherwise in such terms as the Chargee may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Chargee noted upon all policies of such insurance or, if the Chargee shall require, in the joint names of the Chargor and the Chargee and will produce or deposit with the Chargee all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances;
- (c) apply any insurance proceeds deriving from the Charged Property in making good the loss or damage or (at the Chargee's option) in or towards

the payment and/or discharge of the Indebtedness and if not so applied, the Chargor shall be the trustee of such proceeds for the Chargee and shall account to the Chargee accordingly;

- (d) punctually pay or cause to be paid (and indemnify the Chargee and any Receiver against) all rents, taxes, duties, assessments and other outgoings and observe and perform all restrictive and other covenants under which the Property is held;
- (e) (subject to the rights of any prior mortgagee) deposit with the Chargee all deeds, certificates and documents constituting or evidencing title to the Property (including, without limitation, any counterpart lease made by the Chargor) and all policies of insurance or assurance charged under this Legal Charge;
- (f) promptly upon becoming aware (and in any event within 3 Business Days of becoming aware), notify the Chargee of any breach or default (or any event or circumstance that is reasonably likely to result in a breach or default) of the Deed of Covenant;
- (g) no later than 90 days prior to any proposed disposal of the Property pursuant to Clause 1.1 (*Covenant to Pay and Deed of Covenant*), deliver to the Chargee a valuation report (produced by a valuer approved by the Chargee) addressed to the Chargee, containing in particular a valuation of the Property on the basis of the market value in accordance with the Statements of Asset Valuation Practice and Guidance Notes issued by the Royal Institution of Chartered Surveyors from time to time (a "**Valuation**"); and
- (h) observe and perform all covenants, agreements and stipulations from time to time affecting its interest in the Property or contained in any lease, agreement for lease or tenancy agreement under which any part of such Property may be held.

- 4.2 If the Chargor shall fail to satisfy the Chargee that it has performed any of its obligations under Clause 4.1 (Covenants by the Chargor) of this Legal Charge or otherwise, then the Chargee may (but shall not be obliged to) take such steps as it considers appropriate to procure the performance of such obligation and/or remedy the failure and shall not by any step be deemed to be a mortgagee in possession and the moneys expended by the Chargee shall be reimbursed by the Chargor on demand and until so reimbursed shall carry interest as mentioned in Clause 1 (*Covenant to Pay and Deed of Covenant*) of this Legal Charge from the date of payment to the date of reimbursement and be secured on the Charged Property.

5. ENFORCEMENT

- 5.1 The security created by this Legal Charge shall become immediately enforceable and the statutory power of sale and all other statutory powers conferred on mortgagees by section 101 of the Law of Property Act 1925 (as varied and extended by this Legal Charge) shall be exercisable without further notice to the Chargor upon and at any time after the occurrence of any of the following events:

- (a) if all or any of the Indebtedness shall not be paid and/or discharged by the Chargor in accordance with Clause 1 (*Covenant to Pay and Deed of Covenant*) of this Legal Charge;
 - (b) if there is a breach or default of the Deed of Covenant by any party thereto;
 - (c) if the Chargor shall be in breach of any provision of this Legal Charge or of any agreement containing any terms and conditions of or applicable to the Indebtedness;
 - (d) if a resolution is passed, any other step is taken or a petition is presented for the winding up, dissolution, administration or re-organisation of the Chargor (including any equivalent or analogous proceedings under the laws of England and Wales);
 - (e) if a Receiver and manager is appointed over any Charged Property or if any person entitled to do so gives notice (or files notice with the court) of its intention to appoint such a Receiver (including any equivalent or analogous person under the laws of England and Wales);
 - (f) the request by the Chargor; or
 - (g) any other event shall take place which in the opinion of the Chargee puts in jeopardy all or any part of the security created by this Legal Charge.
- 5.2 For the purposes of all powers implied or conferred by statute (including the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied and extended by this Legal Charge)) and all other powers conferred on a mortgagee by law, the Indebtedness is deemed to have become due and payable on the date of this Legal Charge.
- 5.3 Sections 93 (restricting the right of consolidation) and 103 (restricting the power of sale) and the restrictions contained in section 109(1) (restricting the appointment of a receiver) of the Law of Property Act 1925 shall not apply to this Legal Charge.
- 5.4 After the security created under this Legal Charge has become enforceable, the Chargee and any Receiver may enforce all or any part of the security created under this Legal Charge in any manner it sees fit.
- 5.5 To the fullest extent allowed by law, any right, power or discretion conferred by this Legal Charge (either expressly or impliedly) or by law on a Receiver in relation to any Charged Property may (after the security created by this Legal Charge becomes enforceable) be exercised by the Chargee without appointing a Receiver and notwithstanding the appointment of a Receiver and irrespective of whether the Chargee has taken possession of any Charged Property.
- 5.6 Neither the Chargee nor any Receiver will be liable:
- (a) by reason of entering into possession of any Charged Property or the exercise of any right, to account as mortgagee in possession; or

- (b) for any loss on realisation of any Charged Property or arising from the manner in which the Chargee or any Receiver enforces or refrains from enforcing the security created under this Legal Charge; or
- (c) for any default or omission for which a mortgagee in possession might be liable; or
- (d) to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property.

6. RECEIVER

- 6.1 At any time after this Legal Charge has become enforceable or if requested by the Chargor, the Chargee may without further notice to the Chargor appoint any one or more persons either singly, jointly, severally or jointly and severally to be a Receiver of all or any part of the Charged Property and either at the time of appointment or any time after the appointment may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place in accordance with and to the extent permitted by law.
- 6.2 Any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for such Receiver's acts and defaults and the payment of such Receiver's remuneration.
- 6.3 Where more than one Receiver is appointed they will have power to act separately (unless the appointment of the Chargee specifies to the contrary).
- 6.4 Any Receiver shall (subject to any liabilities or restrictions expressed in the deed or instrument appointing him) have all the powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees in possession (but without liability as such), receivers, administrative receivers and receivers and managers appointed under those Acts (which in the case of joint receivers may be exercised either jointly or severally). In addition, but without prejudice to the generality of the foregoing, the Receiver shall have power (in the name of the Chargor or otherwise and in such manner and on such terms and conditions as he shall think fit) to:
 - (a) take possession of, collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings;
 - (b) carry on or concur in carrying on to develop, reconstruct, amalgamate or diversify the business of the Chargor (or any part of it) and to raise money from the Chargee or others on the security of any Charged Property;
 - (c) purchase or acquire any land and purchase, acquire and grant any interest in or right over land;
 - (d) sell or concur in selling, let or concur in letting and terminate or accept surrenders of leases or tenancies of any part of the Property and to carry any such transactions into effect;

- (e) sell, assign, let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other Charged property in respect of which he is appointed;
- (f) make any arrangement or compromise between the Chargor and any other person which he may think expedient;
- (g) insure, repair, improve, develop, exploit and replace any Charged Property;
- (h) construct and complete any building on the Property;
- (i) purchase materials, tools, equipment, goods or supplies;
- (j) employ, engage and appoint managers and other employees and professional advisers including, without limitation, those to guard and protect the Property;
- (k) do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Legal Charge or preservation and/or improvement of the Charged Property and which he lawfully may or can do.

7. APPLICATION OF PROCEEDS

7.1 Any moneys received under the powers conferred by this Legal Charge shall (subject to the repayment of any claims having priority to the charges created by this Legal Charge) be applied in the following order (but without prejudice to the right of the Chargee to recover any shortfall from the Chargor):

- (a) in the payment of all costs, charges and expenses of and incidental to the appointment of each Receiver and the exercise of all or any of his or their powers and of all outgoings paid by him or them;
- (b) in the payment of each Receiver's remuneration;
- (c) in or towards the satisfaction of the Indebtedness in such order as the Chargee in its absolute discretion thinks fit; and
- (d) in payment of the surplus (if any) to the person or persons entitled to it.

7.2 All moneys received, recovered or realised by the Chargee under this Legal Charge may be credited at the discretion of the Chargee to any suspense or impersonal account and may be held in such account for so long as the Chargee shall think fit pending its application from time to time in or towards the payment and/or discharge of the Indebtedness.

8. PROTECTION OF THIRD PARTIES

No purchaser or other person dealing with a Receiver or the Chargee shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Legal Charge or as to the application of any money paid, raised or borrowed or as to the propriety

or regularity of any sale by or other dealing with such Receiver or the Chargee or be concerned with notice to the contrary. All the protection to purchasers contained in sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a Receiver or the Chargee.

9. **POWER OF ATTORNEY**

The Chargor irrevocably and by way of security appoints the Chargee (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver severally as the attorney and attorneys of the Chargor with the power of substitution and in its name and otherwise on its behalf and as its act and deed to do all such acts and things and sign or execute all deeds, instruments and documents which the Chargee or any Receiver may require or deem proper for any of the purposes of or which the Chargor ought to do under this Legal Charge. The Chargor agrees to ratify and confirm anything such attorney or attorneys shall lawfully and properly do. All money expended by any attorney shall be deemed to be expenses incurred by the Chargee under this Legal Charge.

10. **NEW ACCOUNTS**

If the Chargee shall at any time receive actual or constructive notice of any charge or other interest affecting any part of the Charged Property then the Chargee may open a new account or accounts for the Chargor and if the Chargee does not do so then the Chargee shall be treated as if it had in fact done so at the time when it received or was deemed to have received notice and as from that time all payments made by the Chargor to the Chargee shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Legal Charge at the time when the Chargee received or was deemed to have received such notice.

11. **PRIOR CHARGES**

If there is any encumbrance over any of the Charged Property which ranks in priority to this Legal Charge and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior encumbrance the Chargee or any Receiver appointed under this Legal Charge in respect of such property may (but without prejudice to any rights each Receiver may have under section 43 of the Insolvency Act 1986) redeem such prior encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgagee, chargee or encumbrancer. Any account so settled and passed shall be conclusive and binding on the Chargor and all the principal, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be secured on the Charged Property and all the powers conferred by any prior encumbrance upon the encumbrancer or any receiver under any prior encumbrance shall be exercisable by the Chargee or a Receiver in like manner as if the same were expressly included in this Legal Charge.

12. **FURTHER ASSURANCE**

The Chargor shall from time to time and at all times execute and do all such assurances, deeds, acts and things as the Chargee may require for perfecting, protecting and maintaining the security intended to be created by this Legal Charge and for facilitating or effecting any dealings by the Chargee under the powers contained in this Legal Charge and at law. The Chargor shall from time to time and

at all times after the security constituted by this Legal Charge shall have become enforceable execute and do all such assurances, deeds, acts and things as the Chargee may require for facilitating the realisation of the Charged Property and the exercise of all the powers, authorities and discretions hereby conferred on the Chargee or by any Receiver and in particular to execute all transfers, conveyances, dispositions, assignments and assurances of the Charged Property and to give all notices and directions which the Chargee or any Receiver may think expedient.

13. SET-OFF AND CONSOLIDATION

In addition to any right of set-off or similar right to which the Chargee may become entitled from time to time, the Chargee may at any time and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Chargee and/or set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Chargee on any other account or in any other respects.

14. COSTS AND INDEMNITY

14.1 All costs, charges, losses and expenses (including, without limitation, legal fees) and other sums extended paid or incurred by or on behalf of the Chargee or any Receiver in relation to the creation, registration, perfection, enforcement and discharge of this Legal Charge (including, without limitation, the costs of any proceedings in relation to this Legal Charge or the Indebtedness) shall be reimbursed by the Chargor to the Chargee on demand on a full indemnity basis and until so reimbursed shall carry interest as mentioned in Clause 1 (*Covenant to pay and Deed of Covenant*) of this Legal Charge from the date of payment to the date of reimbursement and be secured on the Charged Property.

14.2 The Chargee and every Receiver, attorney or other person appointed by the Chargee under this Legal Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Charged Property in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Legal Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property (including, without limitation, any actual or alleged breach of any environmental licence or any environmental law in respect of the Property or any claim or liability relating to environmental matters in respect of the Property) and the Chargee and any such Receiver may retain and pay all sums in respect of the same out of the moneys received under the powers conferred by this Legal Charge.

15. NO WAIVER

No failure or delay by the Chargee in exercising any right or remedy under this Legal Charge shall operate as a waiver of that right or remedy, nor shall any partial waiver of any right or remedy under this Legal Charge preclude its further exercise or the exercise of any other right or remedy as though no waiver had been made and no relaxation or indulgence granted.

16. **MEMORANDUM AND ARTICLES OF ASSOCIATION**

The Chargor (if it is a company) certifies that neither the entering into nor the performance by it of its obligations under this Legal Charge contravene any of the provisions of its memorandum and articles of association and/or constitutional documents.

17. **MISCELLANEOUS**

17.1 The Chargee may without discharging or in any way affecting the security created by this Legal Charge or any remedy of the Chargee grant time or other indulgence or abstain from exercising or enforcing any remedies, securities, guarantees or other rights which it may now or in the future have from or against the Chargor and may make any arrangement, variation or release with any person or persons without prejudice either to this Legal Charge or the liability of the Chargor for the Indebtedness.

17.2 The Chargee shall have a full and unfettered right to assign the whole or any part of the benefit of this Legal Charge and the expression "**the Chargee**" shall include its successors and assignees and the Chargee shall be entitled to disclose any information to any actual or prospective successor or assignee. Any successor or assignee shall be entitled to the full benefits of this Legal Charge. This Legal Charge shall remain enforceable, valid and binding for all purposes notwithstanding any change in the name of the Chargee or its absorption of, or by, or its amalgamation or consolidation with, any other company or any change in the constitution of the Chargee, and also notwithstanding any of such matters arising in respect of its successors or assigns or the company by which the business of the Chargee may, from time to time, be carried on and shall be available to such successors, assignees or company carrying on that business for the time being.

17.3 The provisions of this Legal Charge shall be severable and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be impaired.

17.4 The rights and remedies of the Chargee provided by this Legal Charge are cumulative and are not exclusive of any rights, powers or remedies provided by law and may be exercised from time to time and as often as the Chargee may deem expedient.

17.5 Any reference in this Legal Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment of it for the time being in force.

17.6 A certificate of any officer of the Chargee as to amount being due from the Chargor or secured by this Legal Charge shall, in the absence of manifest error, be conclusive and binding on the Chargor.

18. **REGISTERED LAND**

18.1 In respect of the Property, the title to which is or is to be registered at the Land Registry, the Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of the Property (and any

unregistered properties subject to compulsory first registration at the date of this Legal Charge) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge referred to in the charges register dated ● in favour of [●] or its conveyancer."

- 18.2 The Chargor confirms that so far as any of the Property is unregistered, such Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003. To the extent that the Chargee is under an obligation to make further advances to the Chargor, such obligation is deemed incorporated in this Legal Charge in full. The Chargor consents to an application being made to the Land Registry for a note of such obligation to be entered on such registers referred to in Clause 18.1.

19. NOTICES

- 19.1 Any demand or notice under this Legal Charge shall be in writing signed by any manager or officer of the Chargee or of any branch of the Chargee and may be sent by post or may be delivered to the last known place of business or abode of the Chargor or, if the Chargor is a company, its registered office or may be transmitted by facsimile to the Chargor to the number last notified to the Chargee.

- 19.2 If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered. If sent by facsimile it shall be deemed to have been received (whether or not actually received) at the time of dispatch.

20. THIRD PARTY RIGHTS

Save to the extent expressly provided to the contrary in this Legal Charge, a person who is not a party to this Legal Charge (other than the persons referred to in Clause 18.2 (Miscellaneous)) may not enforce or enjoy the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999.

21. COUNTERPARTS

This Legal Charge 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 Legal Charge.

22. GOVERNING LAW

- 22.1 This Legal Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and all claims and disputes between the Parties arising out of or in connection with this Legal Charge (whether or not contractual in nature) shall be determined in accordance with English law.

22.2 The courts of England shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Legal Charge.

IN WITNESS whereof this Legal Charge has been duly executed by as a deed and is intended to be and is delivered on the date first above written.

THE SCHEDULE

Details of the Properties (see Clause 2.1(a) (Charge))

Title Number	Address or description
Part of the land registered under title number NGL117891	<div style="text-align: right; margin-right: 20px;">10 August 2018</div> The leasehold property comprised in a lease dated 2018 entered into between (1) Linden (Vencourt) LLP and (2) the Chargor in relation to Unit 1, Ground Floor, 271-281 King Street, London W6 9LZ
Part of the land registered under title number NGL117891	<div style="text-align: right; margin-right: 20px;">10 August 2018</div> The leasehold property comprised in a lease dated 2018 entered into between (1) Linden (Vencourt) LLP and (2) the Chargor in relation to Storage Locker 8, 275 King Street, Hammersmith, London W6 9QF

K&L Gates LLP

K&L Gates LLP

EXECUTION PAGE


EXECUTED AS A DEED

by LINDEN LIMITED

acting by:

Signature of Director

Print name of Director



ANDREW DUXBURY

in the presence of:

Witness:

Signature



Name

KIM IRVINE

Address

Cawley Business Park

Cawley

Widbridge, WS8 2AL

Occupation

Personal Assistant

SIGNED AND DELIVERED AS A DEED

by **INVESTEC INVESTMENTS**

(UK) LIMITED

acting by its duly appointed authorised signatories
under a power of attorney dated 8 May 2017:


.....
(Authorised Signatory)


.....
(Authorised Signatory)

In the presence of:

Witness: 

Name of Witness: HELEN WARNDER

Witness: 

Name of Witness: HELEN WARNDER

Address: **Investec Bank plc
30 Gresham Street
London EC2V 7QP**

Address: **Investec Bank plc
30 Gresham Street
London EC2V 7QP**