Companies House

MR01(ef)

Registration of a Charge

Company name: **INTERPUB LIMITED**

Company number: **01327896**

Received for Electronic Filing: **17/04/2015**

X45J2BCI

Details of Charge

Date of creation: **31/03/2015**

Charge code: **0132 7896 0041**

Persons entitled: **HSBC BANK PLC**

Brief description: **THE PROPERTY KNOWN AS CHY LOWEN FORE STREET NEWQUAY CORNWALL REGISTERED AT H M LAND REGISTRY WITH TITLE NUMBER: CL222475**

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: **BLAKE MORGAN LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1327896

Charge code: 0132 7896 0041

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2015 and created by INTERPUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th April 2015 .

Given at Companies House, Cardiff on 20th April 2015

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

Checker's Initial	PS

HSBC Bank plc

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official.

- HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank plc on your behalf.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Direct Legal Mortgage A1dco

THIS LEGAL MORTGAGE dated the 31 day of March two thousand and 15

BETWEEN Mortgagor: Interpub Limited Number: 01327896
("you")

and HSBC Bank plc ("the Bank") whose address for service for entry on the register is HSBC Bank plc, Securities Processing Centre, PO Box 6304, Coventry, CV3 9JY

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in **the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition) ("the Conditions")** which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions.

The Main Subject Matter of this Mortgage

1. **The Property and other assets**
With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):
   (a) **the Property: ~~Leasehold~~ property known as Chy Lowen Fore Street Newquay Cornwall registered at H M Land Registry with title number:** ; CL222475
   (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
   (c) any shares or membership rights mentioned in paragraph 3 of the Conditions;
   (d) any goodwill of any business from time to time carried on at the Property;
   (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
   (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

   The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you.

2. **The Debt which is secured on the Property and other assets**
The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt").
This includes, but is not limited to:
   (a) overdrafts, personal and other loans or facilities and further advances of money;
   (b) guarantees and indemnities to the Bank and any of your contingent liabilities;
   (c) discount, commission and other lawful charges and expenses;
   (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
   (e) money agreed to be paid by you under paragraph 24 of the Conditions.

   The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between Borrower and the Bank.

Form of Charge Filed at H M Land Registry under reference MD618J

3. **Restriction**
You, and if there is more than one of you, each of you, apply to the H M Chief Land Registrar to enter the following restriction against the title mentioned above;
"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 [redacted] in favour of the HSBC Bank plc referred to in the Charges Register".

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above.

IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE BEFORE SIGNING THIS MORTGAGE

Signed as deed by Interpub Limited acting by

Signature [redacted] Director

Name in full TIMOTHY ROGER SYKES
(Block letters)

(For use by a Company without a Common Seal)

Signature [redacted] Director~~/Secretary~~

Name in full MURRAY CHARLES ROBERTS.
(Block letters)

Signed as deed by Interpub Limited acting by

Signature _____ Director

Name in full _____
(Block letters)

(For use where one director is authorised to sign)

In the presence of:
Signature of witness _____ Witness

Full name of witness _____
(Block letters)

Address:

Occupation:

For and on behalf of HSBC Bank plc

[redacted]

HSBC Bank plc

MORTGAGE DEED CONDITIONS

(2006 edition)

Mortgage Deed Conditions filed at the Land Registry under reference [MD————————]

HSBC Bank plc
Mortgage Deed Conditions (2006 edition)

These Mortgage Deed Conditions apply to the Legal Mortgage you give to HSBC Bank plc.

Meaning of certain words

1 (a) "the Bank" means HSBC Bank plc and any person who is entitled at any future date to exercise all or any of the Bank's rights under the Mortgage.

(b) "you" means the Mortgagor named in the Mortgage, and words such as "your", "yours", etc. should be read in this way. If there is more than one of you, the obligations under the Mortgage apply to each of you individually as well as jointly.

(c) "Borrower" (which shall additionally have the meaning set out in paragraph 2 of these Conditions) means all and any person (if any) named in the Mortgage as the Borrower.

(d) "Mortgage" means the Legal Mortgage you give to the Bank which incorporates these Conditions.

(e) "Property" means the whole or any part of the Property described in the Mortgage (including all buildings, fixtures and fittings on the Property now, or at any time after the date of the Mortgage) and your beneficial interest in the Property or the sale proceeds of it.

(f) "Assets" means anything and everything charged, assigned or transferred by the Mortgage.

(g) "Conditions" means the HSBC Bank plc Mortgage Deed Conditions (2006 edition).

(h) "Debt" means the Debt as defined in clause 2 of the Mortgage.

The Borrower

2 (a) If there is more than one person named as Borrower in the Mortgage, the Mortgage will secure the Debt of them jointly and each of them individually and of all or any of them with any other person.

(b) If the Borrower comprises a partnership or trustees of a trust (and if described in the Mortgage as trustees of a trust) the Borrower includes all persons from time to time being partners in that partnership or from time to time being trustees of that trust even though there may be:

(i) any change in constitution or name of that partnership or trust;

(ii) any amalgamation with any other person; or

(iii) any death, retirement or addition to any of the partners or trustees.

Management Companies and Shares

3 If you are a member of a management company for the Property, you must deposit any share or membership certificate(s) with the Bank together with a corresponding signed share or membership transfer form(s).

What you agree in relation to the Property

Insuring the Property

4 You must insure the Property and (in the case of business premises) any plant and machinery on it, on terms, and with an insurer, as the Bank reasonably requires (and if the Bank makes no requirement, in accordance with prudent practice) as follows:

(a) the policy must remain in force until the Mortgage is released;

(b) you must pay all premiums immediately they become due;

(c) the Bank, or its interest, must be noted on the policy or the policy held in the joint names of you and the Bank, as the Bank reasonably requires;

(d) if the Bank requires, you will produce to, or deposit with, the Bank the policy and the receipts for all premiums and other payments;

(e) you must not do anything which adversely affects any insurance or which may increase the premium; and all money at any time payable under any policy must be paid to, or held on trust for, the Bank. The Bank may apply this money in any one or more of the following ways:

(i) subject to the Bank's right to place money in a suspense account, in or towards reduction or discharge of the Debt;

(ii) in making good the insured damage;

(iii) recouping expenditure in respect of the loss or damage for which the money is received.

Looking after the Property

5 (a) You must keep the Property and any plant and machinery on it in good repair and condition.

(b) You must not neglect the Property or do anything else to reduce its value.

(c) You must not, without the Bank's written consent:

(i) pull down or remove the whole or any part of any building or remove or detach any fixture or fitting; or

(ii) remove or detach any plant or machinery which belongs to, or is used by, you (except for replacement or repair).

(d) If you, or anyone else, removes or detaches any fixture, fitting, plant or machinery or, if any is destroyed or damaged, you must immediately replace or repair it with one of the same or better quality.

(e) Nothing in this paragraph requires you to make good damage which is insured where the Bank has received and applied the insurance proceeds other than in making good that damage.

Use of the Property

6 (a) You must carry on any trade or business carried on at the Property in accordance with standards of good management current from time to time in the trade or business and in accordance with its authorised planning use.

(b) You must carry on any agricultural use of the Property in accordance with standards of good husbandry current from time to time.

(c) You must not, without the Bank's written consent:

(i) carry out any development as defined in the Town and Country Planning Act 1990; and/or

(ii) make or allow any change of use.

Your other responsibilities

7 (a) You must comply with all obligations affecting the Property from time to time.

(b) You must immediately pay all rent and service charges and comply with all obligations under any lease of the Property.

(c) If the Bank reasonably requires, you must produce evidence sufficient to satisfy the Bank that you have complied with (a) and (b) above.

(d) You must comply with all statutory and other regulations affecting the Property.

(e) If you receive or become aware of any notice or proposal affecting the Property or its neighbourhood:

(i) you must inform the Bank immediately; and

(ii) if the Bank reasonably requires, you must at your own cost either take all reasonable and necessary steps to comply with the notice or proposal or join with the Bank in making objections or representations.

Inspection and valuation of the Property

8 You will allow the Bank, its agent or surveyor or any person authorised by it, to enter and inspect or value the Property at any reasonable time on reasonable notice (except in case of emergency). The Bank may call for a valuation of the Property at your expense at any time the Bank reasonably requires.

Safeguarding the Bank's Security

9 (a) You must not, without the Bank's written consent:

(i) agree to, or give, any licence or tenancy affecting the Property;

(ii) exercise the powers conferred by sections 99 or 100 of the Law of Property Act 1925 (relating to grant and surrender of leases);

(iii) in any other way, either create, or dispose of, (or agree to) any legal estate or legal or equitable interest in the Property;

(iv) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Property, for example, compulsory purchase; or

(v) apply for any improvement or other grant or do anything which might result in the Property being subject to a statutory charge.

(b) You must do everything in your power to prevent:

(i) any other person from being registered under the Land Registration Acts and Rules from time to time in force as proprietor of the Property and you will be liable for the expense incurred by the Bank in lodging from time to time notices against the registration of title to the Property; and

(ii) any person from becoming entitled to claim any right over the Property.

(c) You must do everything necessary to help the Bank to:

(i) confirm or protect its interest in the Property; and

(ii) exercise any of its rights under the Mortgage.

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires, whether or not the Mortgage has become enforceable.

(d) You must not, without the Bank's written consent, at any time create or allow any other mortgage, charge or burden in relation to the Assets.

When the Mortgage becomes enforceable

10 You agree that any of the Debt which is in sterling is due and payable to the Bank on demand, unless the Bank has agreed otherwise.

11 The Mortgage shall become enforceable if:

(a) the Debt, or any part of it, is not paid or discharged when due;

(b) you are in breach of any of your obligations under the Mortgage;

(c) you, or if there is more than one of you, any of you, or the Borrower, enter into any composition or arrangement with creditors or are made bankrupt, or any step is taken for administration, receivership, winding up (except with the Bank's written consent for the purpose of reconstruction or amalgamation only) or dissolution, or similar proceedings are taken against you, or any of you, or any Borrower;

(d) anyone seeks to, or takes possession of, or seeks to enforce, or enforces, any security affecting the Assets or if anything else happens which might adversely affect the security given by the Mortgage; or

(e) any other event occurs that makes the Mortgage (or any other security for the Debt) enforceable or the Debt becomes due;

and when any of the above has occurred (whether or not it is continuing) and at any time afterwards, the powers of sale and of appointing a receiver conferred by section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by the Bank in respect of the Assets free from the restrictions contained in sections 103 and 109 of that Act.

Appointment and powers of a Receiver

12 Any receiver appointed by the Bank under the Mortgage will be your agent and you will be solely responsible for the receiver's acts, remuneration and defaults. Any receiver may be appointed, removed or replaced by the Bank as it may from time to time think fit.

13 In addition to all the powers given by the Law of Property Act 1925, the receiver shall have power:

(a) to sell, exchange, lease or in any other way dispose of the Assets in the manner and generally on terms the receiver thinks fit in your name and on your behalf;

(b) to do anything an absolute owner could do with the Assets, including:

(i) to take possession of, and collect, the Assets and any plant and machinery and for that purpose to take any proceedings in your name or otherwise;

(ii) to borrow money as the receiver may require;

(iii) to compromise or settle any claims arising out of, or against, the Assets;

(iv) to undertake or complete any works of repair, building or development on the Property;

(v) to give or accept surrenders of any leases, licences or tenancies affecting the Property on terms, and subject to, conditions the receiver thinks fit;

(vi) to carry on any trade or business, including farming, as has from time to time been carried on at the Property;

(vii) to provide services and employ or engage managers, contractors and other personnel and professional advisers on terms the receiver believes expedient;

(viii) to make elections for value added tax purposes as the receiver thinks fit;

(ix) to do anything the Bank has power to do under the Mortgage;

and any indebtedness or expenditure incurred as above shall be expenses of the receiver.

(c) to charge remuneration (in addition to all costs, charges and expenses incurred) as the Bank may from time to time agree with the receiver.

14 The receiver shall apply all money received:

(a) first, in discharge of all rents, taxes, rates and other outgoings of whatever kind affecting the Assets;

(b) second, in keeping down all annual sums or other payments and the interest on all principal sums having priority to the Debt;

(c) third, in paying the receiver's remuneration and discharging all costs, charges and expenses incurred by the receiver; and

shall then pay the balance of the money to the Bank and the provisions of section 109 (6) and (8) of the Law of Property Act 1925 shall be varied accordingly.

Power of Attorney

15 You, and if there is more than one of you, each of you, irrevocably appoint the Bank, and/or each and every receiver appointed by the Bank, as your attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank and/or any receiver may think fit:

(a) in the exercise of any powers or in respect of any of your obligations under the Mortgage; and

(b) (i) in the making of any payments (whether by way of payment of rent or service charges or other money payable under a lease or otherwise);

(ii) in effecting or renewing insurance;

(iii) in carrying out works; or

(iv) in doing other things (including the execution of any new lease pursuant to a vesting order of the Court following relief from forfeiture) or bringing, settling or defending any proceedings (including forfeiture proceedings) in your name and at your expense.

16 This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971.

The Bank's Additional Powers

The Bank has powers of Receiver

17 At any time after the Mortgage has become enforceable, and whether or not a receiver has been appointed, the Bank may, in addition to any other powers arising under the Mortgage, exercise all the powers of a receiver under the Mortgage.

Buying out prior Interests

18 If someone else has a prior interest in the Assets, the Bank may, at any time, buy out the interest or have it transferred to the Bank. You will be fully bound by the transaction.

Adjustments to Law of Property Act powers and restrictions

19 The Bank's rights and remedies under the Mortgage are in addition to, and not in substitution for, any given by law.

20 The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to the Mortgage.

Making good your defaults

21 (a) If at any time you fail to comply with any of your obligations under the Mortgage, the Bank may do anything which, in its reasonable opinion, may be required to remedy the failure, including performing or obtaining compliance with the obligation.

(b) For the purposes of (a) above, the Bank or its agents may (but having no duty or liability to you to do so) enter the Property and if it does so, it shall not be deemed to have gone into possession.

Items left at the Property

22 (a) At any time after the Mortgage has become enforceable, the Bank or any receiver may (but having no duty or liability to you to do so) as your agent and at your expense, remove, store, preserve, sell or otherwise deal with any furniture, goods, vehicles, plant or machinery or other chattels or produce, crops or animals which you fail or refuse to remove from the Property.

(b) Neither the Bank nor any receiver will be liable for any resulting loss or damage.

(c) So far as may be lawful, the Bank may set-off any sums realised on any sale against the Debt.

(d) Where the Bank or any receiver is in possession of any income from the Property, and any of the items mentioned in (a) above are left there, and produce income, any income received will be apportioned only in respect of the Property.

Protection of Purchasers

23 No one dealing with the Bank or any receiver needs to check that the powers under the Mortgage have arisen or are being properly exercised.

Payment of the Bank's Fees, Expenses and Costs

24 (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by the Bank in or incidental to:

(i) the preparation, completion, registration, administration, protection and enforcement (including the costs of any proceedings) of the Mortgage; and

(ii) the exercise by the Bank of its rights and powers under the Mortgage.

(b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with the Bank and, once debited, will carry interest at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand.

Independence and duration of the Mortgage

25 (a) The Mortgage is in addition to, and independent of, any other security which the Bank may hold at any time for any of the Debt.

(b) No prior security held by the Bank over the Assets shall merge with the Mortgage.

(c) The Mortgage remains continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until the Bank releases it in writing.

Determination

26 This paragraph applies if you give the Mortgage to secure the Debt of another person or persons named as Borrower in the Mortgage.

If you, or if there is more than one of you, any of you, or, if you are an individual, your personal representative, give the Bank a written notice of determination of the continuing security of the Mortgage, the Debt will be:

(a) so much of the Debt as is owing (whether actually or contingently and whether or not demand shall have been made) to the Bank by the Borrower at the expiration of three months after actual receipt of the notice by the Bank; and

(b) money agreed to be paid by you under paragraph 24 and by the indemnity in paragraph 33 of these Conditions, whether falling due before or after expiry of the notice.

Retention of the Mortgage

27 If the Bank reasonably requires, it may decline to release the Mortgage unless it is satisfied that any payment of the Debt will not be avoided whether as a preference or otherwise.

The Bank's powers to deal with Accounts and Money received

28 (a) If the Bank receives notice of any subsequent mortgage or other interest affecting the Assets, or notice of determination under paragraph 26 of these Conditions, the Bank may open a new account or accounts for you or any Borrower (as the case may be). If the Bank does not do so, then all payments made to the Bank after receipt of the notice, or expiry of the notice of determination (as the case may be), (other than those expressly appropriated) shall be treated as having been credited to a new account in the Borrower's name instead of reducing the Debt.

(b) If the Mortgage is given for your Debt, and the Bank has more than one account for you, if the Mortgage becomes enforceable or the Bank receives any notice mentioned in (a) above, the Bank may at any time, without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. The Bank will notify you of the transfer.

(c) If the Bank has any other mortgage or charge over the Assets, the Bank shall be able to appropriate any money received under the Mortgage or under the other mortgage or charge.

29 (a) All money received by the Bank under the Mortgage may, in the Bank's reasonable discretion, be credited to, and held in, a separate suspense account for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in or towards discharge of the Debt.

(b) Any money credited to a suspense account shall be deemed to carry interest from the date of payment into the suspense account at the following rate or rates:

(i) if and to the extent that the money is used in or towards discharge of the Debt, at the rate or rates applicable from time to time to the Debt which it discharges;

(ii) if and to the extent that the money is not used in or towards discharge of the Debt, and is later returned to you, simple interest at a rate to be agreed or, in default of agreement, at a reasonable investment rate.

Currency Conversion

30 The Bank may convert any money received under the Mortgage from the currency in which it is received into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange. References in this paragraph to currency, include funds of that currency and the Bank may convert funds of one currency into different funds of the same currency.

Restrictions on Recovery by You

31 This paragraph applies if you give the Mortgage to secure the Debt of another person or persons named as Borrower in the Mortgage.

Unless the Debt has been paid in full, and until the Bank releases the Mortgage:

(a) you will not benefit (by subrogation or otherwise) from any rights the Bank may have, or any security (whether by way of mortgage, guarantee or otherwise) the Bank may hold, on account of the Debt;

(b) without the Bank's written consent, you will not exercise or enforce (or seek to) any rights which you may have against the Borrower, or any other person, which arise by reason of payment of the Debt;

(c) any money or asset which you receive by reason of the rights mentioned above will be held by you on trust to be applied as if the money or asset were received by the Bank under the Mortgage;

(d) you hold any security given to you (now or in the future) for giving the Mortgage on trust for the Bank and will immediately deposit, transfer or assign it as the Bank reasonably requires; and

(e) you waive any right of set-off you may have now, or at any time in the future, in respect of the Debt.

Dealings with You, the Borrower and Others

32 The Bank may, at its discretion, whenever it wants, and without releasing or otherwise affecting the Debt or the Mortgage as security for the Debt:

(a) give any loan, credit, financial accommodation or other facility ("the Facilities") to any Borrower (whether alone or with any other person) for whom you have given the Mortgage as may from time to time be agreed between the Bank and any Borrower;

(b) extend, increase, renew, determine or otherwise vary the Facilities;

(c) take any other security for the Debt (whether by way of mortgage, guarantee or otherwise);

(d) make any arrangement in respect of the Debt, or any other security for it, with you, or if there is more than one of you, any of you, any Borrower for whom you have given the Mortgage or any other person (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection or enforcement or otherwise); or

(e) do, or omit to do, anything which might otherwise discharge or affect the Mortgage as security for the Debt.

Irregularities in other securities - Incapacity of the Borrower - Indemnity

33 This paragraph applies if you give the Mortgage to secure the Debt of another person or persons named as Borrower in the Mortgage.

(a) The Mortgage will not be discharged or otherwise affected as security for the Debt by any invalidity or unenforceability of, or irregularity or defect in, any other security for the Debt (whether by way of mortgage, guarantee or otherwise) which the Bank may hold now, or at any time in the future.

(b) You agree, as a separate obligation, to indemnify the Bank against all loss occasioned by, or arising from, any legal limitation, disability or want of capacity or authority of, or affecting, the Borrower or any person acting or purporting to act on behalf of the Borrower regarding the Debt. The Bank will not enforce this indemnity except by realisation of the Assets.

Negligence in Realisations

34 The Mortgage shall not be affected as security for the Debt by any neglect by the Bank, or by any agent or receiver appointed by the Bank, in connection with the realisation of any other security (whether by way of mortgage, guarantee or otherwise) which the Bank may hold now, or at any time in the future, for the Debt.

Notices, Governing Law and Jurisdiction

35 Any demand, notice or proceeding under the Mortgage may be served:

(a) by letter, sent by first class post to, or left at, your last known address or registered office, or the Property and if sent by post, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered; or

(b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission.

If the Bank is unable to serve notice on all of you (where there is more than one of you) service on any one of you is deemed to be service on all of you. Any demand or notice may be served by any HSBC manager or officer.

36. (a) The Mortgage will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with the Mortgage, its subject matter, negotiation or formation will be determined in accordance with English law.

(b) Both you and the Bank submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with the Mortgage.

Disclosure of Information

37 You consent to the disclosure by the Bank of any information about you, the Mortgage, the Assets or the Debt to:

(a) the Borrower; and/or

(b) any person to whom the Bank has transferred, or proposes to transfer, all or any of its rights under the Mortgage and/or the Debt, and any rating agencies and any advisers to the Bank in connection with such transfer; and/or;

(c) any person with whom the Bank has entered into, or proposes to enter into, any contractual arrangements in connection with the Mortgage and/or the Debt; and/or

(d) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time or any of its or their agents; and/or

(e) any insurer who is to, or proposes to, provide insurance to the Bank in respect of the Assets and/or the Debt; and/or

(f) any other person to whom, and to the extent that, such information is required to be disclosed by any applicable law or regulation.

Transfer of Rights

38 (a) The Bank may transfer all or any of its rights under the Mortgage and/or the Debt to any person at any time.

(b) If the Bank transfers all or any of its rights under the Mortgage and/or the Debt, yours and the Borrower's rights under the Mortgage and/or the Debt (as the case may be) will stay exactly the same.

(c) You and the Borrower will be bound to any person to whom the Bank transfers any such rights. That person will have the Bank's powers and rights so far as the Bank transfers these to that person. The Bank will be released automatically from its obligations to you and the Borrower so far as that person assumes the Bank's obligations.

(d) You will, at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any of its rights under the Mortgage and/or the Debt.

(e) You will not transfer all or any of your rights under the Mortgage and/or the Debt without the prior written consent of the Bank.

(f) In these Transfer of Rights provisions and in the Disclosure of Information provisions above:

(i) the term **transfer** means sale, assignment and/or transfer;

(ii) the term **rights** means rights, benefits and/or obligations; and

(iii) the term **persons** means any person, trust, fund or other entity.

The Bank's written consent and reasonable requirement

39 (a) Where the words "without the Bank's written consent" appear in any paragraph, the Bank will not unreasonably withhold consent. You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect:

(i) the Bank's security under the Mortgage and the Bank's ability to enforce the Mortgage;

(ii) the value of the Assets and the Bank's ability to sell the Assets;

(iii) the Bank's ability to recover the Debt; or

(iv) the assessment of the value of the Mortgage as an asset of the Bank.

(b) Where the words "the Bank reasonably requires" appear in any paragraph, you agree that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in:

(i) the preservation of the Bank's security under the Mortgage or the value of the Assets; or

(ii) the Bank's ability to recover the Debt.

Severance and Modification - Unenforceability

40 (a) If any of the paragraphs (or part of a paragraph) of these Conditions and/or any of the clauses (or part of a clause) of the Mortgage becomes invalid or unenforceable in any way under any law, the validity of the remaining paragraphs (or part of a paragraph) or clauses (or part of a clause) will not in any way be affected or impaired.

(b) If any invalid or unenforceable paragraph or clause mentioned above (or part of either) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents.

(c) If the Mortgage is unenforceable or otherwise ineffective against you, or if there is more than one of you, any of you, none of the rest of you will be released from your obligations under the Mortgage.

Interpretation

41 In the Mortgage and in these Conditions:

(a) the headings are used for guidance only;

(b) any reference to a person includes a body corporate;

(c) any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force;

references to the singular include the plural and vice versa.