



Registration of a Charge

Company Name: **LOVELL PARTNERSHIPS LIMITED**

Company Number: **02387333**



Received for filing in Electronic Format on the: **31/10/2022**

XBFT0DUA

Details of Charge

Date of creation: **20/10/2022**

Charge code: **0238 7333 0072**

Persons entitled: **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK**

Brief description: **THE PROPERTY KNOWN AS LAND AT 345 SOUTHWARK PARK ROAD SE16 SHOWN EDGED ORANGE ON THE PLAN APPENDED TO SCHEDULE 2 OF THE DEED.**

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: **GATELEY PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2387333

Charge code: 0238 7333 0072

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th October 2022 and created by LOVELL PARTNERSHIPS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2022 .

Given at Companies House, Cardiff on 1st November 2022

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



Companies House



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

dated 20 October 2022

The Mayor and Burgesses of the London Borough of Southwark
(as the Council)

and

Lovell Partnerships Limited
(as Developer)

Fixed Charge Over Land

Trowers & Hamlin LLP
55 Princess Street
Manchester
M2 4EW
t +44 (0)161 838 2000
f +44 (0)161 838 2001
www.trowers.com

Contents	Page
1 DEFINITIONS AND INTERPRETATION	2
2 PAYMENT OF SECURED OBLIGATIONS	6
3 SECURITY	6
4 THE LAND REGISTRY	7
5 FURTHER ASSURANCE	7
6 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS	8
7 REPRESENTATIONS AND WARRANTIES	9
8 GENERAL UNDERTAKINGS	10
9 MORTGAGED PROPERTY	11
10 INSURANCE	13
11 DEPOSIT OF TITLE DEEDS	14
12 POWER TO REMEDY	15
14 ENFORCEMENT OF SECURITY	16
15 EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925	17
16 APPOINTMENT OF RECEIVER	18
17 POWERS OF RECEIVER	19
18 PROTECTION OF PURCHASERS	20
19 POWER OF ATTORNEY	20
20 EFFECTIVENESS OF SECURITY	21
21 RELEASE OF SECURITY	22
22 SUBSEQUENT SECURITY INTERESTS	22
23 ASSIGNMENT	23
24 EXPENSES, STAMP TAXES AND INDEMNITY	23
25 PAYMENTS FREE OF DEDUCTION	24
26 DISCRETION AND DELEGATION	24
27 PERPETUITY PERIOD	24
28 COUNTERPARTS	24
29 CERTIFICATION	25
30 REORGANISATION	25
31 SET OFF	25
32 PAYMENT OF MONIES	25
33 NOTICES	26
34 GOVERNING LAW AND JURISDICTION	27
SCHEDULE 1 - MORTGAGED PROPERTY	28
SCHEDULE 2 - PLAN	29
SIGNATORIES	30

Deed

dated 20 October 2022

Parties

- (1) **The Mayor and Burgesses of the London Borough of Southwark** of 160 Tooley Street, London SE1 2QH (the **Council**).
- (2) **Lovell Partnerships Limited** (registered in England with company number 02387333) whose registered office is at Kent House, 14-17 Market Place, London, W1W 8AJ (the **Developer**).

Introduction

- (A) The Developer and the Council have entered into a development agreement dated 14 May 2020 (the **Development Agreement**) subject to which the Developer has agreed to develop the Land (as defined below) for the Council in accordance with the terms of the Development Agreement.
- (B) The Developer has agreed to pay the Council the sum of £489,961 (four hundred and eighty nine thousand, nine hundred and sixty one pounds) (the **Land Receipt**) for the Land such sum to be deferred in accordance with the terms of the Development Agreement.
- (C) It is a requirement of the Development Agreement that the Developer enters into this Deed to provide security to the Council in respect of the Developer's liability to pay the Land Receipt.
- (D) It is intended by the parties to this document that it will take effect as a deed.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Administrator has the meaning given to it by paragraph 1 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002);

Collateral Rights means all rights, powers and remedies of the Council provided by or pursuant to this Deed or by law;

Dangerous Substances means any substance or waste (as defined in the Environmental Protection Act 1990) which is capable of causing harm to man or any living organism supported by the Environment or damaging the Environment or public health or welfare;

Environment means the environment as defined in Section 1(2) of the Environmental Protection Act 1990;

Environmental Law means any applicable common or statutory law, regulation, standard or code having the force of law, any code of practice, circular, guidance note, judgment or decision of any court or tribunal relating to the protection of human health and safety, the workplace or the Environment;

Environmental Licence means a licence, permit, certificate of registration, consent, or approval, including any conditions which attach thereto, which relates to or affects the Security Assets and which is required by an Environmental Law;

Event of Default means any event or circumstance set out in clause 13 below;

Fixtures includes all buildings, erections and structures at any time on or in the course of construction on the Mortgaged Property and includes all fixtures, fittings, plant, materials, machinery, equipment, installations and apparatus now and from time to time in or on the Mortgaged Property;

Insolvency Event has the meaning given to it in the Development Agreement;

Insurances means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority or on behalf of the Developer in relation to the Security Assets or any part of them;

Insured Risks means fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, landslip, subsidence, burst pipes, environmental pollution, terrorist acts and other such risks as the Council may, from time to time, require including demolition and site clearance costs and expenses and architects', surveyors' and other professional fees and all other incidental expenses;

Land has the meaning given to it in the Development Agreement;

Lease means the lease dated 20 October 2022 and made between (1) the Council and (2) the Developer;

Mortgaged Property means all the leasehold property specified in Schedule 1;

Plan means the plan delineating the Mortgaged Property annexed to this Deed at Schedule 2;

Planning Acts means the consolidating Acts as defined in the Planning (Consequential Provisions) Act 1990 together with the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 and the Localism Act 2011 and all applicable laws, orders, regulations, instruments, by laws, instructions and standards, whether national, regional or local, including any subordinate legislation relating to town and country planning and to the use and/or occupation of a Mortgaged Property;

Receiver means a receiver or receiver and manager of the whole or any part of the Security Assets;

Related Rights means, in relation to any asset which comprises the Security Assets:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, covenants, easements, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset,

Secured Obligations means the Land Receipt and any costs and / or fees relating to the enforcement of the Land Receipt and any interest payable pursuant to clause 2.2;

Security means the security constituted by or pursuant to this Deed;

Security Assets means all the assets, rights, property and undertaking of the Developer from time to time mortgaged, charged, assigned or agreed to be assigned to, the Council by the Developer under this Deed including, without limitation, the Mortgaged Property;

Security Interest means any mortgage, pledge, lien, charge, security assignment, right of set off, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security (including, for the avoidance of doubt, a floating charge) or any other type of preferential arrangement (including, without limitation, title transfer or retention of title) having a similar effect;

Security Period means the period beginning on the date hereof and ending on the date upon which the Council is satisfied that the Land Receipt has been irrevocably and unconditionally paid and discharged in full; and

Tax includes any form of taxation, levy, duty, charge, contribution or impost of whatever nature (including any applicable fine, penalty, surcharge or interest) imposed by any government authority, body or official (whether central, local, state or federal) anywhere in the world competent to impose any of them.

1.2 Interpretation

In this Deed, unless the context otherwise requires, a reference to:

assets includes present and future properties, undertakings, revenues, rights and benefits of every description;

an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing or registration;

the **Developer** or the **Council** includes a reference to its respective successors, permitted assigns and permitted transferees;

a **person** includes a permitted body corporate, unincorporated association and partnership, in each case, whether or not having a separate legal personality;

a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

one gender shall include a reference to other genders; an individual will be treated as including corporations and vice versa; words importing the singular will be treated as including the plural and vice versa and words importing the whole will be treated as including a reference to any part, in each case except where the context specifically requires otherwise;

this Deed or to any provision of this Deed or any other document is a reference to it as amended, restated, supplemented, varied or novated from time to time;

the words **include** or **including** (or any similar term) are not to be construed as implying any limitation and general words introduced by the word **other** (or any similar term) will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things; and

a statute, a statutory provision, enactment or an EC Directive or subordinate legislation is a reference to any amendment, modification, extension, consolidation, replacement or re-enactment of any such statute, statutory provision, enactment or EC Directive, whether before or after the date of this Deed.

1.3 **Development Agreement**

Words and expressions defined in the Development Agreement will have the same meanings when used in this Deed, unless the context otherwise requires. In the case of inconsistency, definitions set out in the Development Agreement will prevail.

1.4 **Headings**

The clause, paragraph and Schedule headings and the table of contents are inserted for ease of reference only and will not affect construction.

1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of Rule 68 of the Land Registration Rules 2003 (as amended) the covenant set out in Section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this Deed.

1.6 **Nature of Security over Mortgaged Property**

A reference in this Deed to a **charge or mortgage of or over the Mortgaged Property** includes:

1.6.1 all buildings and Fixtures and fittings (including trade and tenant's Fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Mortgaged Property at any time; and

1.6.2 all Related Rights.

1.7 Third party rights

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

1.8 Avoidance

If the Council considers an amount paid or obligation otherwise discharged by the Developer in respect of the Secured Obligations is capable of being avoided or otherwise set aside on the insolvency, liquidation or administration of the Developer or otherwise set aside, that amount shall not have been irrevocably and unconditionally paid for the purposes of this Deed.

2 Payment of Secured Obligations

2.1 Covenant to pay

The Developer covenants with the Council that it will, on demand, pay and discharge the Secured Obligations as and when they fall due for payment in the manner provided in the Development Agreement and this Deed.

2.2 Interest on demand

If the Developer fails to pay the Secured Obligations, the Developer will pay interest on such sum (before and after any judgment) from the date of demand until the date of payment calculated at the Contract Rate (as defined in the Development Agreement) per annum.

3 Security

3.1 Fixed charges

The Developer hereby charges in favour of the Council with full title guarantee as continuing security for the payment and discharge of the Secured Obligations:

3.1.1 by way of a first fixed legal mortgage the Mortgaged Property;

3.1.2 by way of first fixed charge:

(a) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held or utilised by the Developer in connection with the Security Assets or the use of any of the Security Assets and all rights in connection with them;

(b) the benefit of all other contracts, rents, guarantees, appointments, covenants and warranties relating to the Mortgaged Property and other documents to which the Developer is a party or which are in its favour or of which it has the benefit relating to letting, development, sale, purchase, use or the operation of the Mortgaged Property or any part of it or otherwise relating to the Mortgaged Property;

(c) the Fixtures; and

- (d) insofar as the legal mortgage referred to in clause 3.1.1 shall for any reason be ineffective as a legal mortgage or an assignment, the assets referred to in those clauses.

4 The Land Registry

4.1 Land registration

The Developer hereby consents to an application being made to the Chief Land Registrar by or on behalf of the Council to enter the following restriction (in form P of Schedule 4 to the Land Registration Rules 2003) in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 20 October 2022 in favour of The Mayor and Burgesses of the London Borough of Southwark (as Council) referred to in the Charges Register or their conveyancer or an individual identified as an authorised signatory of The Mayor and Burgesses of the London Borough of Southwark."

4.2 Implied covenants

For the purposes of Rule 68(1) of the Land Registration Rules 2003, the covenants set out in Sections 2 to 5 (inclusive) of the Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this Deed.

5 Further assurance

5.1 Further assurance: general

The Developer shall, at its own expense, promptly do all such acts or execute all such documents (including, without limitation, assignments, transfers, mortgages, charges, notices and instructions) as the Council or any Receiver may specify (and in such form as the Council or any Receiver may require) in favour of the Council or its nominees:

- 5.1.1 to perfect or protect the security created or intended to be created in respect of the Security Assets (which may include the execution by the Developer of a mortgage, fixed charge or assignment over all or any of the assets constituting, or intended to constitute, Security Assets) or for the exercise of the Collateral Rights; and/or
- 5.1.2 to facilitate the realisation of the Security Assets; and/or
- 5.1.3 to obtain all necessary consents to procure the registration of this Deed with the registrar of companies and, in respect of the Mortgaged Property, at the Land Registry or on the Land Charges Register, as appropriate.

5.2 Consents

The Developer will use all reasonable endeavours to obtain (in form and content satisfactory to the Council) as soon as possible any consents necessary to enable the

relevant Security Assets purported to be so charged or assigned to be the subject of an effective fixed charge or assignment pursuant to clause 3.1 and immediately upon obtaining any such consent, the relevant Security Asset shall become subject to such Security and the Developer shall promptly deliver a copy of each such consent to the Council.

5.3 Preservation of rights

Neither the obligations of the Developer contained in this Deed nor the rights, powers and remedies conferred in respect of the Developer upon the Council by the Development Agreement or by law shall be discharged, prejudiced or otherwise affected by:

- 5.3.1 the winding-up, dissolution, administration or reorganisation of the Developer or any other person or any change in its status, function, control or ownership;
- 5.3.2 any of the obligations of the Developer or any other person under the Development Agreement or under any other security relating to the Development Agreement being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- 5.3.3 any time or other indulgence being granted or agreed to be granted to the Developer or any other person in respect of its obligations under the Development Agreement;
- 5.3.4 any amendment to, or any variation, waiver or release of any obligation of the Developer or any other person under the Development Agreement;
- 5.3.5 any failure to take, or fully to take, any security contemplated by the Development Agreement or otherwise agreed to be taken in respect of the Developer's or any other person's obligations under the Development Agreement;
- 5.3.6 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken or agreed to be taken in respect of the Developer's or any other person's obligations under the Development Agreement; or
- 5.3.7 any other act, event or omission which, but for this clause 5.3, might operate to discharge, impair or otherwise affect any of the obligations of the Developer or any other person or any of the rights, powers or remedies conferred upon the Council by the Development Agreement or by law.

6 Negative pledge and disposal restrictions

6.1 Negative pledge

The Developer will not, without the prior written consent of the Council, create, purport to create, or permit to subsist (in favour of any person other than the Council) any Security Interest over any of the Security Assets now or in the future, or agree or attempt

to do so, or increase or extend any liability of the Developer secured on any of the Security Assets.

6.2 Disposal of Security Assets

The Developer will not, without the prior written consent of the Council (whether by a single transaction or number of related or unrelated transactions, and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of any of the Security Assets or any interests therein or the right to receive or to be paid the proceeds arising from their disposal or agree or attempt to do so.

7 Representations and warranties

7.1 Duration and to whom made

The representations and warranties made by the Developer in this clause 7 on the date of this deed will remain in force and will be deemed repeated at one month intervals thereafter during the Security Period and are given to the Developer.

7.2 Matters represented

Except as disclosed in writing to the Council on or prior to the date of this Deed or on or prior to the date the Mortgaged Property becomes subject to a fixed charge hereunder:

- 7.2.1 The Developer is the legal and beneficial Developer of the Mortgaged Property, and has good and marketable title to the Mortgaged Property;
- 7.2.2 there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Mortgaged Property which materially adversely affect or are likely to materially adversely affect the value of the Mortgaged Property or the ability of the Developer to perform its obligations owed to the Council;
- 7.2.3 nothing has arisen or has been created or is subsisting which would be an overriding interest over the Mortgaged Property which materially adversely affects or is likely to materially adversely affect the value of the Mortgaged Property or the ability of the Developer to perform its obligations owed to the Council;
- 7.2.4 no facilities necessary for the enjoyment and use of the Mortgaged Property are enjoyed by the Mortgaged Property on terms entitling any person to terminate or curtail its or their use which materially adversely affects or is likely to materially adversely affect the value of the Mortgaged Property or the ability of the Developer to perform its obligations owed to the Council;
- 7.2.5 the Developer has received no notice of any adverse claims by any person in respect of the development of the Mortgaged Property or any interest therein, nor has any acknowledgement been given to any person in respect thereof which has not been disclosed to the Council;
- 7.2.6 nothing has arisen, has been created, which would be an overriding interest in any Mortgaged Property;

- 7.2.7 the Mortgaged Property will be free from any tenancies or licences, other than those tenancies or licences permitted under the Development Agreement or the consent of the Council;
- 7.2.8 the Developer has disclosed to the Council full details of all inspections, investigations, studies, environmental audits and other analyses commissioned by it in relation to environment matters in respect of the Mortgaged Property and any adjoining land (if any);
- 7.2.9 the Developer is, and has at all times been, in compliance with all applicable Environmental Law; and
- 7.2.10 the Developer has obtained and is, and has at all times been, in compliance with all Environmental Licences.

7.3 Security created

Subject to registration with the Registrar of Companies, at the Land Registry or at the Land Charges Registry as appropriate, this Deed creates those Security Interests it purports to create ranking as set out above and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Developer or otherwise.

8 General undertakings

8.1 Duration and benefit

The undertakings in this clause 8:

- 8.1.1 shall remain in force during the Security Period; and
- 8.1.2 and are given to the Council.

8.2 Not to jeopardise the Security

The Developer will not do or allow to be done anything which could reasonably be expected to decrease the value of the Security to the Council (other than fair wear and tear arising from the use of the Development Agreement in the ordinary course of business) and the development contemplated by the Development Agreement.

8.3 Maintenance

The Developer will keep all plant, machinery, Fixtures, fittings, vehicles, computers and other equipment included in the Security Assets in a good state of repair and in good working order and condition and when necessary replace the same by items of similar quality and value.

8.4 Information and access

The Developer will, at the request of the Council, promptly provide the Council with such information as the Council may reasonably require about the Security Assets and the Developer's compliance with the terms of this Deed and the Developer will permit the

Council, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice:

8.4.1 to view the Security Assets (without becoming liable as mortgagee in possession); and

8.4.2 to inspect and take copies and extracts from such books, accounts and records of the Developer as relate to the Security Assets.

8.5 **Law**

The Developer will comply with all applicable laws, regulations and authorisations affecting the Security Assets.

9 **Mortgaged Property**

The Developer undertakes to the Council at all times during the Security Period:

9.1 **Repair**

to keep the Mortgaged Property in good and substantial repair and condition including any relevant works contemplated by the Development Agreement;

9.2 **Outgoings**

to pay punctually all Taxes, rents, rates, duties, assessments and other outgoings payable in respect of the Mortgaged Property;

9.3 **Covenants**

to perform and observe all covenants (positive and restrictive), conditions and stipulations from time to time affecting the Mortgaged Property or the use or enjoyment of it;

9.4 **Development**

(within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required) not without the prior written consent of the Council to carry out or permit any development of the Mortgaged Property, or remove any of the Fixtures on the Mortgaged Property (except in connection with the renewal or replacement of them) in each case other than as contemplated by the Development Agreement;

9.5 **User**

to use the Mortgaged Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts;

9.6 Planning

- 9.6.1 to comply with any conditions attached to any planning permissions relating to or affecting the Mortgaged Property;
- 9.6.2 not without the prior written consent of the Council to make any application for planning permission or implement any planning permission obtained or enter or agree to enter into any agreement or undertaking under the Planning Acts in each case in respect of the Mortgaged Property other than as contemplated by the Development Agreement;

9.7 Notices

to pass onto the Council immediately upon receipt a copy of any notice or proposal for a notice or order served on the Developer by any public or local or any other authority in respect of the Mortgaged Property or any part thereof and to give notice to the Council immediately on becoming aware of any other matter which is likely to affect adversely the value of the Mortgaged Property, and in each case if the Council so requires or approves and at the Developer's cost to make such representations in respect of such notice or order as the Council may require;

9.8 Information

at the request of the Council promptly to provide the Council with such documents or information relating to the Mortgaged Property or its development as the Council may reasonably require;

9.9 Compliance with leases

where the Mortgaged Property is leasehold or subject to any lease, agreement for lease, tenancy or licence:

- 9.9.1 to observe and perform all the covenants, stipulations and obligations contained in any lease, agreement for lease, tenancy or licence affecting the Mortgaged Property of which the Developer is the lessee, tenant or licensee; and
- 9.9.2 to comply with all covenants on the part of the lessor or licensor contained in the lease, agreement for lease, tenancy or licence affecting the Mortgaged Property of which the Developer is the lessor or licensor;

9.10 Environmental matters

- 9.10.1 to obtain and maintain all licences required by it under Environmental Law and comply in all material respects with all Environmental Law applicable to it; and
- 9.10.2 to ensure that no Dangerous Substances are used, disposed of, generated, stored, transported, deposited, buried or emitted at, on, from or under any premises (whether or not owned, leased, occupied or controlled by it) in circumstances where this might result in a liability of the Council;

9.11 **Leases**

- 9.11.1 not without the previous consent in writing of the Council or as provided for in the Development Agreement to grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or any part thereof or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property and provided, on request by the Council, it notifies the Council of all leases, tenancies, licences or rights to occupy granted or surrendered by it and if so reasonably requested by the Council provided it sends a copy thereof to the Council forthwith upon request;
- 9.11.2 to enforce and not waive or release the covenants, conditions, agreements and obligations contained in or imposed by any of the lease, tenancy or licence to occupy the Mortgaged Property (if any) or any guarantee in respect of the obligations of the tenants, lessees, licensees or other parties thereunder (if any) which materially affects or is reasonably likely to materially affect the value of the Mortgaged Property;
- 9.11.3 not without the prior written consent of the Council to accept or agree to accept the surrender or alteration of any lease, tenancy or licence to occupy in respect of any part of the Mortgaged Property (if any) which materially affects or is reasonably likely to materially affect the value of the Mortgaged Property and observe and perform all the covenants, conditions, agreements and obligations on its part in all material respects; and
- 9.11.4 at any time after an Event of Default has occurred, issue irrevocable instructions to the other parties to any lease, tenancy or licence to occupy in respect of any part of the Mortgaged Property (if any) to pay rents and sums due under that document to the Council or into such accounts as the Council may require; and
- 9.11.5 to deliver to the Council within 14 days of demand full particulars of any lease, tenancy or licence to occupy in respect of any part of the Mortgaged Property.

9.12 **Commonhold**

not convert, or permit the conversion of, any freehold estate of any of the Mortgaged Property to a freehold estate in a commonhold land under Part I of the Commonhold and Leasehold Reform Act 2002.

10 **Insurance**

10.1 **Insured Risks**

The Developer will insure all of the Security Assets (which are of an insurable nature) against:

- 10.1.1 the Insured Risks;
- 10.1.2 third party and public liability; and

- 10.1.3 any other risks normally insured against by persons carrying on the same class of business as that carried on by it.
- 10.2 **Replacement value**
- Any insurance must be in a sum or sums not less than the replacement value of the Security Assets. For this purpose, **replacement value** means the total cost of rebuilding, reinstating or replacing those Security Assets in the event of their being completely destroyed, together with any relevant architects' and surveyors' fees.
- 10.3 **Insurance company**
- Any Insurances required under this clause must be with an insurance company or underwriters acceptable to the Council, acting reasonably.
- 10.4 **Application**
- Subject to the provisions of any lease or prior charge of all or part of the Security Assets, all monies received or receivable under any Insurances must be applied:
- 10.4.1 in replacing, restoring or reinstating the Security Assets destroyed or damaged or in any other manner which the Council may agree; or
- 10.4.2 if the Council so directs and the terms of the relevant Insurances allow in or towards satisfaction of the Secured Obligations.
- 10.5 **Avoidance of policy**
- The Developer will not do or permit anything to be done which may make the Insurances void or voidable.
- 10.6 **Premiums**
- The Developer will promptly pay all premiums and do all other things necessary to keep the Insurances in force.
- 10.7 **Return of policy**
- The Developer will, immediately at the request of the Council, produce to the Council the policy, certificate or cover note relating to any of the Insurances and the receipt for the payment of the last premium.
- 11 **Deposit of title deeds**
- The Developer will, promptly following any request by the Council or following the occurrence of an Event of Default, deposit all deeds and documents of title relating to the Security Assets with the Council and such other documents relating to the Security Assets as the Council may require from time to time, for the duration of the Security Period, except to the extent that any such Security Assets are released by the Council.

12 **Power to remedy**

In the case of default by the Developer in repairing or keeping in repair or insuring the Security Assets or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, the Developer will permit the Council or its agents and contractors to enter on the Security Assets and to comply with or object to any notice served on the Developer in respect of the Security Assets and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Council may consider are necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. The Developer will indemnify and keep the Council indemnified against all losses, costs, charges and expenses reasonably incurred in connection with the exercise of the powers contained in this clause 12.

13 **Events of Default**

Each of the events or circumstances set out in this clause 13 is an Event of Default.

13.1 **Development Agreement**

The Developer is in breach of the obligation to pay the Land Receipt contained in the Development Agreement.

13.2 **Insolvency**

13.2.1 The Developer:

- (a) is unable or admits inability to pay its debts as they fall due;
- (b) is deemed to, or is declared to, be unable to pay its debts under applicable law;
- (c) suspends or threatens to suspend making payments on any of its debts; or
- (d) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

13.2.2 The value of the assets of the Developer is less than its liabilities (taking into account contingent and prospective liabilities).

13.2.3 A moratorium is declared in respect of any indebtedness of the Developer. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

13.3 **Insolvency proceedings**

An Insolvency Event takes place.

13.4 **Unlawfulness and invalidity**

- 13.4.1 It is or becomes unlawful for the Developer to perform any of its obligations under the Development Agreement or this Deed or the security created or expressed to be created or evidenced by this Deed ceases to be effective.
- 13.4.2 The Development Agreement ceases to be in full force and effect or any security created by this Deed ceases to be legal, valid, binding or enforceable.
- 13.5 **Repudiation and rescission of agreements**
- The Developer rescinds or purports to rescind or repudiates or purports to repudiate the Development Agreement or security created by this Deed or evidences an intention to rescind or repudiate the Development Agreement or security created by this Deed (in sole the opinion of the Council).
- 14 **Enforcement of Security**
- 14.1 **When Security becomes enforceable**
- The Security shall be immediately enforceable if an Event of Default occurs. After the Security has become enforceable, the Council may in its absolute discretion enforce all or any part of such Security at the times, in the manner, and on the terms as it shall think fit and take possession of or hold or dispose of all or any part of the Security.
- 14.2 **Exercise of powers**
- At any time after the Security becomes immediately enforceable, the Council may, without notice to the Developer or prior authorisation from any court, in its absolute discretion whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.
- 14.3 **Possession**
- If the Council, any Receiver or any delegate of any such person takes possession of the Security Assets, it or he may at any time relinquish such possession.
- 14.4 **No liability as mortgagee in possession**
- The Council will not be liable to account as a mortgagee in possession in respect of all or any part of the Security Assets or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Security Assets to which a mortgagee in possession might otherwise be liable.
- 14.5 **Power of sale**
- The power of sale under this Deed may be exercised notwithstanding that the Council or the Receiver may have previously waived or refrained from exercising that power; and no demand or notice of sale made or given under this Deed will be waived by the acceptance of any payment on account of the Secured Obligations, or by any

negotiations between the Council and the Developer or any other party who is acting as agent for the Developer or on behalf of it.

14.6 Receiver's liability

All the provisions of clause 14.4 will apply, *mutatis mutandis*, in respect of the liability of any Receiver and delegate of the Receiver or the Council or any officer, employee or agent of the Council, any Receiver or any delegate.

15 Extension and variation of the Law of Property Act 1925

15.1 Extension of powers

The power of sale or other disposal conferred on the Council and on any Receiver by this Deed will operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power will arise (and the Secured Obligations will be deemed due and payable for that purpose) on the execution of this Deed.

15.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 will not apply to this Deed or to the exercise by the Council of its right to consolidate all or any of the Security with any other security in existence at any time or to its power of sale, which powers may be exercised by the Council without notice to the Developer.

15.3 Power of leasing

The statutory powers of leasing may be exercised by the Council at any time and the Council and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it will think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

15.4 Non-application

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to clause 3 being:

15.4.1 the words 'other than any charges, encumbrances or rights which that person does not and would not reasonably be expected to know about' in Section 3(1);

15.4.2 the words 'except to the extent that' and all words thereafter in Section 3(2); and

15.4.3 Section 6(2).

15.5 Application

Section 109(8) of the Law of Property Act 1925 will not apply, and all monies received by the Council or any Receiver in the exercise of any powers conferred by this Deed will be applied in the following order:

15.5.1 in the payment of:

- (a) all costs, charges, liabilities and expenses incurred by the Council or any Receiver in the exercise of those powers or incidental to any Receiver's appointment together with interest at the applicable rate set out in clause 2.2 (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full; and
- (b) any Receiver's remuneration;

15.5.2 in or towards discharge of all liabilities having priority to the Secured Obligations;

15.5.3 in or towards the satisfaction of the Secured Obligations in such order as the Council determines; and

15.5.4 in the payment of any surplus to the Developer or other person entitled to it.

15.6 Application of sums received

The Developer will have no rights in respect of the application by the Council of any sums received, recovered or realised by the Council under this Deed.

16 Appointment of Receiver

16.1 Appointment and removal

At any time after the Security becomes enforceable, or if requested to do so by the Developer, the Council may by deed or otherwise (acting through an authorised officer of the Council), without prior notice to the Developer:

- 16.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Security Assets or an Administrator of the Developer;
- 16.1.2 remove (so far as it is lawfully able) any Receiver or an Administrator so appointed; and
- 16.1.3 appoint another person(s) as an additional or replacement Receiver(s) or Administrator(s).

16.2 Capacity of Receivers

Each person appointed to be a Receiver under this Deed will be:

- 16.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;

- 16.2.2 for all purposes will be deemed to be the agent of the Developer which will be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver will at any time act as agent for the Council; and
 - 16.2.3 entitled to remuneration for his services at a rate to be fixed by the Council from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).
- 16.3 **Statutory powers of appointment**
- The powers of a Receiver will be in addition to all statutory and other powers of the Council under the Law of Property Act 1925 (as extended by this Deed), an administrative receiver under the Insolvency Act 1986 or otherwise and such powers will remain exercisable from time to time by the Council in respect of any part of the Security Assets.
- 17 **Powers of Receiver**
- 17.1 **Powers**
- Every Receiver appointed by the Council will (in addition to all powers conferred on him by law) have the following powers exercisable in respect of the Security Assets upon such terms and conditions as he thinks fit:
- 17.1.1 to take possession of and generally to manage the Security Assets and any business of the Developer;
 - 17.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract, transaction or arrangement to which the Developer is or is to be a party;
 - 17.1.3 to carry out on any Mortgaged Property (or on any other property which it may in his opinion be necessary or desirable to work upon) any development or new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment and to apply for and obtain all planning permissions, consents or licences as may be necessary or desirable for such purposes;
 - 17.1.4 to purchase or acquire any land and purchase, acquire, grant or release any interest in or right over land and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Mortgaged Property;
 - 17.1.5 to sell, lease, licence, surrender or accept surrender of leases or licences of, charge or otherwise deal with and dispose of the Security Assets without restriction including power to dispose of any Fixtures separately from the land;
 - 17.1.6 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Developer;

- 17.1.7 to insure the Security Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees indemnities and security;
- 17.1.8 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others (including the removal, appointment and replacement from time to time of any person engaged to provide security officers (howsoever described) for the Mortgaged Property or any other Security Assets);
- 17.1.9 to purchase materials, tools, equipment, goods or supplies;
- 17.1.10 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise in relation to the Security Assets or any part of them;
- 17.1.11 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purposes of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- 17.1.12 to make any options to tax for value added tax purposes; and
- 17.1.13 to do any other acts or things as:
 - (a) he may consider to be necessary or desirable for the realisation of the Security Assets or any part thereof;
 - (b) as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law.

18 Protection of purchasers

18.1 Consideration

The receipt of the Council or any Receiver will be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Security Assets or making any acquisition, the Council or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

18.2 Protection of purchaser

No purchaser or other person dealing with the Council or any Receiver will be bound to inquire whether the right of the Council or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Council or such Receiver in such dealings.

19 Power of attorney

19.1 Appointment and powers

The Developer by way of security irrevocably appoints the Council and every Receiver or Administrator and any delegate or sub-delegate severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which:

- 19.1.1 the Developer ought to have done by this Deed (including the execution and delivery of any deeds, charges, legal mortgages, assignments or other security and any transfers of the Security Assets);
- 19.1.2 enable the Council and any Receiver or Administrator or any delegate or sub-delegate to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including the exercise of any right of a legal or beneficial Developer of the Security Assets).

19.2 **Ratification**

The Developer will ratify and confirm all things lawfully done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

20 **Effectiveness of Security**

20.1 **Continuing Security**

The Security will remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Council.

20.2 **Cumulative rights**

The Security and the Collateral Rights will be cumulative, in addition to and independent of every other security which the Council may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Council over the whole or any part of the Security Assets will merge into the Security.

20.3 **No prejudice**

Neither the Security nor the Collateral Rights will be prejudiced by any time or indulgence granted to the Developer or any other person or by any other thing which might otherwise prejudice the Security or any Collateral Right.

20.4 **Remedies and waivers**

No failure on the part of the Council to exercise, or any delay on its part in exercising, any Collateral Right will operate as a waiver thereof, nor will any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

20.5 **No liability**

None of the Council, any Receiver or any delegate or sub-delegate will be liable by reason of:

20.5.1 taking any action permitted by this Deed; or

20.5.2 any neglect or default in connection with the Security Assets; or

20.5.3 taking possession of or realising all or any part of the Security Assets

except in the case of negligence or wilful default or fraud upon its part.

20.6 **Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction will in any way be affected or impaired thereby and, if any part of the Security is invalid, unenforceable or ineffective for any reason, that will not affect or impair any other part of the Security.

20.7 **Other security**

The Council will not be obliged to resort to any guarantees, indemnities, Security Interests or other means of payment now or hereafter held by or available to it before enforcing this Deed and no action taken or omitted by the Council in connection with any such guarantee, indemnity, Security Interests or other means of payment will discharge, reduce, prejudice or affect the liability of the Developer or the Secured Obligations nor will the Council be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Security Interests or other means of payment.

20.8 **Variation**

No variation of the terms of this Deed will be valid unless it is in writing and executed as a deed by the Developer and confirmed in writing by the Council.

21 **Release of Security**

Upon the expiry of the Security Period the Council will, at the request and cost of the Developer, release and cancel the Security and procure the reassignment to the Developer of the property and assets assigned to the Council pursuant to this Deed and without recourse to, or any representation or warranty by, the Council or any of its nominees.

22 **Subsequent Security Interests**

If the Council at any time receives or is deemed to have received notice of any subsequent Security Interest affecting all or any part of the Security Assets or any assignment or transfer of the Security Assets which is prohibited by the terms of this Deed, all payments thereafter by or on behalf of the Developer to the Council will be treated as having been credited to a new account of the Developer and not as having

been applied in reduction of the Secured Obligations as at the time when the Council received such notice.

23 Assignment

23.1 Right of Council to assign

The Council may at any time assign or otherwise transfer all or any part of its rights under this Deed.

23.2 Restriction on Developer

The Developer may not assign or transfer any of its rights or obligations under this Deed.

23.3 Confidentiality

The Council may give such information relating to the Developer and the Secured Obligations as it thinks fit to any person proposing to take an assignment and/or transfer from the Council and/or to enter into contractual relations with the Council with respect to this Deed.

24 Expenses, stamp taxes and indemnity

24.1 Expenses

The Developer will, from time to time on demand of the Council, reimburse the Council on a full indemnity basis for all the costs and expenses (including legal fees) together with any VAT thereon properly incurred by it or by any Receiver in connection with:

24.1.1 the negotiation, preparation and execution of this Deed and the completion of the transactions and perfection of the security contemplated in this Deed; or

24.1.2 the exercise, preservation and/or enforcement of any of the Collateral Rights or the security contemplated by this Deed or any proceedings instituted by or against the Council or any Receiver as a consequence of taking or holding the security or of enforcing the Collateral Rights,

and such expenses will carry interest until so reimbursed at the rate referred to in clause 2.2.

24.2 Stamp taxes

The Developer will pay all stamp, stamp duty land tax, registration and other Tax to which this Deed, the Security or any judgment given in connection with it is or at any time may be subject and will, from time to time, indemnify the Council on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such Tax.

24.3 Indemnity

The Developer will, notwithstanding any release or discharge of all or any part of the Security, indemnify the Council, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Developer of the provisions of this Deed, the exercise or purported exercise of any of the rights and powers conferred on them by this Deed or otherwise relating to the Security Assets.

25 Payments free of deduction

All payments to be made under this Deed will be made free and clear of and without deduction or withholding whatsoever for or on account of any Tax except to the extent that the Developer is required by law to make such payment subject to the deduction or withholding of any Tax. If any Tax or amount in respect of Tax is required to be deducted from any amounts payable or paid by the Developer, the Developer will pay such additional amounts as may be necessary to ensure that after the making of the deduction or withholding which is required the relevant recipient receives and retains (free from any liability in respect of any such deduction or withholding) a net amount equal to the full amount which it would have received and retained had no such deduction or withholding been made.

26 Discretion and delegation

26.1 Discretion

Any power or discretion which may be exercised or any determination which may be made hereunder by the Council or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

26.2 Delegation

Each of the Council and any Receiver will have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it sees fit, which delegation may include power to sub-delegate and will not preclude either the subsequent exercise of such power, authority or discretion by the Council or the Receiver itself or any subsequent delegation or revocation thereof.

27 Perpetuity period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, will be the period of 125 years from the date of this Deed (as specified in Section 5(1) of the Perpetuities and Accumulations Act 2009).

28 Counterparts

28.1 Number of counterparts

This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

28.2 Effectiveness of counterparts

No counterpart shall be effective until each party has executed and delivered at least one counterpart.

29 Certification

The Developer hereby certifies that its creation of this Deed in favour of the Council does not contravene any of the provisions of the Companies Act 2006 or its memorandum and articles of association.

30 Reorganisation

This Deed will remain binding on the Developer notwithstanding any change in the constitution of the Council or its absorption by, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The Security will remain valid and effective in all respects in favour of the Council and for any assignee, transferee or other successor in title of the Council.

31 Set off

The Council may set off any matured obligation due from the Developer under this Deed against any matured obligation owed by the Council to the Developer (whether actual or contingent, present or future), regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Council may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

32 Payment of monies

32.1 Date for payment

Where neither the Development Agreement nor this Deed specified the due date for payment of any monies owed by the Developer to the Council such monies will be due and payable to the Council by the Developer on demand.

32.2 Currency

The Developer's liability under this Deed is to discharge the Secured Obligations in sterling. If at any time the Council receives a payment (including by set-off) referable to any of the Secured Obligations from any source in a currency other than sterling, then such payment will take effect as a payment to the Council of the amount in sterling which the Council is able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with its usual practice.

32.3 Currency indemnity

If a payment is made under a court order or in satisfaction of a claim or proof and is treated by clause 32.2 as a payment of an amount which falls short of the relevant liability of the Developer expressed in sterling, the Developer as a separate and independent obligation will on demand from time to time indemnify the Council against

such shortfall and pay interest on such shortfall from the date of such payment to the date on which the shortfall is paid.

32.4 Certificates

A certificate signed by an official of the Council as to the amount due or owing from the Developer will be conclusive evidence against the Developer, except in the case of manifest error.

33 Notices

33.1 Service

Any notice or communication shall be served in accordance with clause 34 of the Development Agreement.

33.2 Confirmation in Writing

The Developer may not rely on any oral notice, waiver, consent, approval, representation, advice, statement or other communication by the Council or any of its employees, agents or representatives except where such communications are confirmed in writing and signed for the Council pursuant to clause 33.

33.3 Electronic communication

33.3.1 Any communication to be made between the Developer and the Council under or in connection with this Deed may be made by electronic mail or other electronic means to the extent that they agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if they:

- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
- (b) notify each other of any change to their address or any other such information supplied by them by not less than five business days' notice.

33.3.2 Any electronic communication made between the Developer and the Council will be effective only when actually received in readable form and in the case of any electronic communication made by the Developer to the Council only if it is addressed in such a manner as Council shall specify for this purpose.

33.3.3 Any electronic communication which becomes effective, in accordance with clause 33.3.2 above, after 5.00 pm in the place of receipt shall be deemed only to become effective on the following Business Day.

34 **Governing law and jurisdiction**

34.1 **Governing law**

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

34.2 **Exclusive jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising in connection with this Deed (a **Dispute**). The parties agree that these courts are the most appropriate and convenient courts to settle any Dispute that arises under or in connection with this Deed and accordingly neither party will argue to the contrary.

This Deed has been executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this Deed.

Schedule 1

Mortgaged Property

All the land at 345 Southwark Park Road SE16 shown edged orange on the Plan demised to the Developer under the Lease.

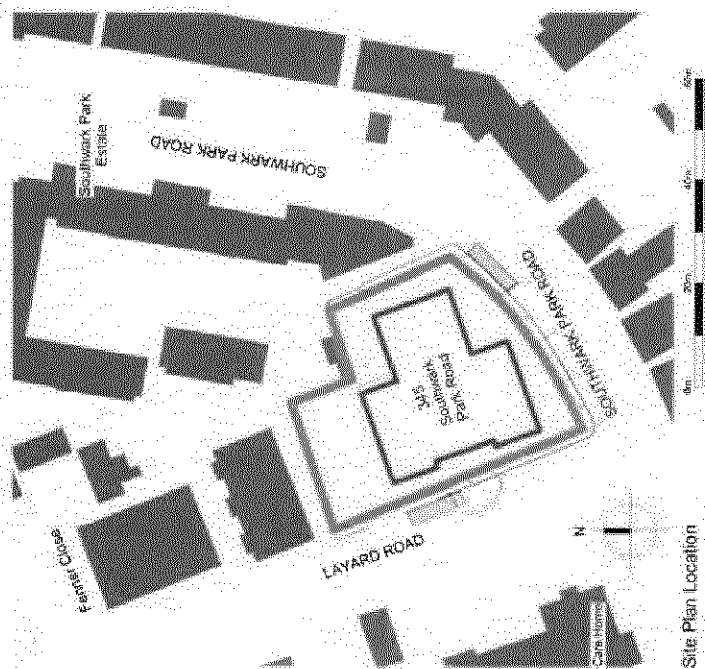
Schedule 2

Plan

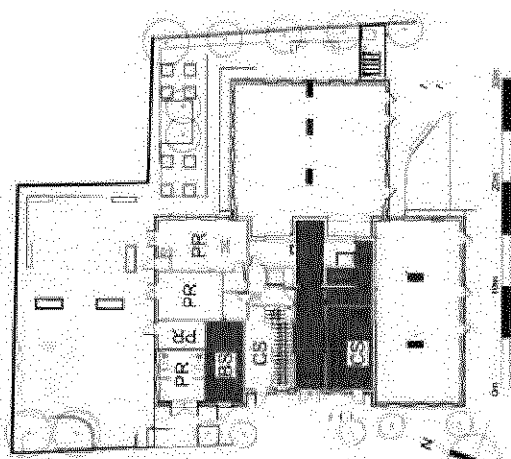
LOVE

LEGEND

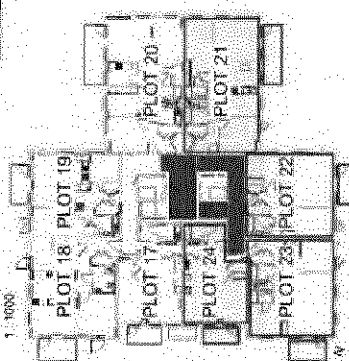
- | | | |
|----------------------|----|-------------|
| Property Demarcation | PR | Plant Room |
| Common Areas | BS | Bin Store |
| Edge of the block | CS | Cycle Store |
| Boundary Line | | |



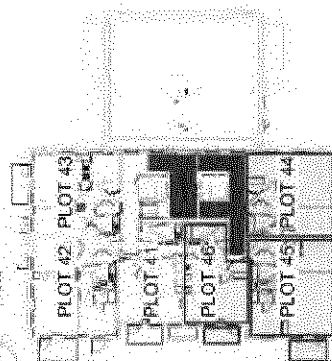
Level 0 - Common Areas - Conveyancing Plans - Private



Site Plan Location
1:1000

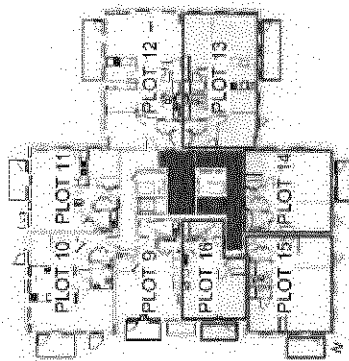


Level 3 - Conveyancing Plans - Private

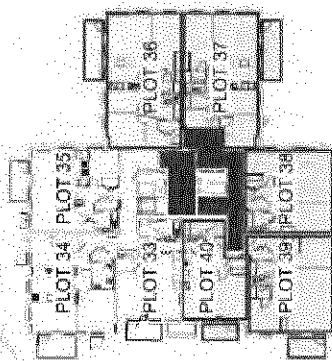


Level 6 - Conveyancing Plans - Private

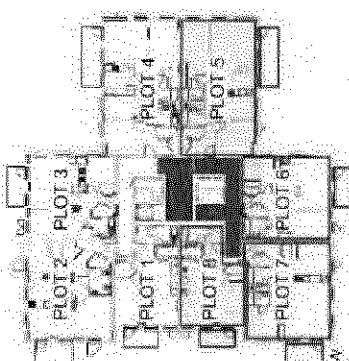
Level 2 - Conveyancing Plans - Private



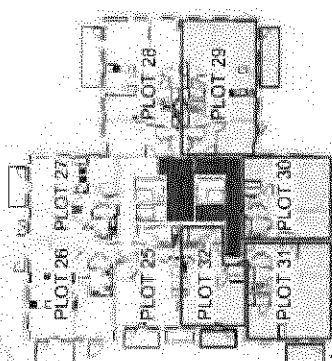
Level 5 - Conveyancing Plans - Private



Level 1 ~ Conveyancing Plans - Private



Level 4 - Conveyancing Plans - Private
1:500



Call: 408.435.1442 www.ccsny.com
 Please Email: ccsny@ccsny.com

345 Southwark Park Road
Conveyancing Plan - Private

SPR-PRP-ZZ-ZZ-DR-A-3016
CONVEYANCE
REV C01

[illegible]

RRR

propag@uk
London
020 7653 1200

Signatories

Signed as a deed by S. STEVENS and
DAVID GOSWAMI as attorneys for
LOVELL PARTNERSHIPS LIMITED
under a power of attorney dated

[REDACTED]

SIGNATURE
as attorney for Lovell
Partnerships Limited

In the presence of:

WITNESS

[REDACTED]

SIGNATURE
NAME
ADDRESS

[REDACTED]

[REDACTED]

SIGNATURE
as attorney for Lovell
Partnerships Limited

[REDACTED]

In the presence of:

WITNESS

[REDACTED]

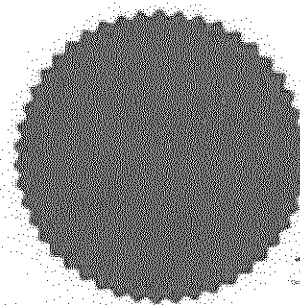
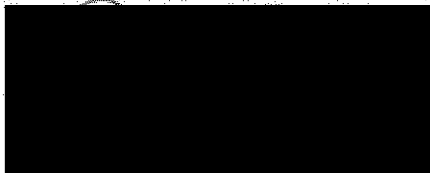
SUZANNE MOORE
MARSTON PARK
TAMWORTH
STAFFORDSHIRE
B78 3HN

SIGNATURE
NAME
ADDRESS

Council

The Common Seal of)
London Borough of Southwark)

was affixed in the presence of:



33955

)
Authorised Signatory

)
Authorised Signatory