



Registration of a Charge

Company name: **VINEHALL (NOMINEES) LIMITED**

Company number: **03938395**



X8JAI1V7

Received for Electronic Filing: **29/11/2019**

Details of Charge

Date of creation: **28/11/2019**

Charge code: **0393 8395 0003**

Persons entitled: **BANK J. SAFRA SARASIN (GIBRALTAR) LTD, LONDON BRANCH**

Brief description: **RODDIS HOUSE, 4-12 OLD CHRISTCHURCH ROAD BH1 1LG
REGISTERED WITH TITLE NUMBER DT298157. FOR MORE DETAILS,
PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

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:

DLA PIPER UK LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3938395

Charge code: 0393 8395 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th November 2019 and created by VINEHALL (NOMINEES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2019 .

Given at Companies House, Cardiff on 2nd December 2019

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



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 29 November 2019

SIGNED DLA Piper UK LLP
DLA PIPER UK LLP



J. SAFRA SARASIN

Sustainable Private Banking since 1841



DATED

28 November

2019

(1) THE COMPANIES LISTED IN PART 1 OF SCHEDULE 1
as Chargors

- and -

(2) BANK J. SAFRA SARASIN (GIBRALTAR) LTD, LONDON BRANCH
as Lender

DEBENTURE

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THIS DEBENTURE is made on

28 November

2019

BETWEEN:

- (1) **THE COMPANIES LISTED IN PART 1 OF SCHEDULE 1** (*The Chargors*) as chargors (the "Chargors"); and
- (2) **BANK J. SAFRA SARASIN (GIBRALTAR) LTD, LONDON BRANCH** (the "Lender").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Facility Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and
- (b) the following terms have the following meanings:

"Act" means the Law of Property Act 1925;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*);

"Debenture Security" means the Security created or evidenced by or pursuant to this Deed;

"Default Rate" means the rate of interest determined in accordance with clause 8(c) of the Facility Agreement;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Lender or by a Receiver;

"Excluded Properties" means each of the following properties:

- (a) 1-5 High Street & Northdown House, Station Road, Ashford;
- (b) 158 Roman Road, Bethnal Green;
- (c) 1-8 The Cloisters, 94 Maldon Road, Colchester;
- (d) 278 London Road, Waterlooville;
- (e) 37-41 Lower Stone St, Stratton House Maidstone;
- (f) 4 & 4A The Broadway, Wembley, HA9 8JT;
- (g) 5-5A The Broadway, Wembley, HA9 8JT;

- (h) 87, 87A & 87B High Street, Esher KT10 9QA;
- (i) Dunedin House, 45 Percy St, Kingston Upon Hull;
- (j) 38-44 Ballards Lane, Finchley;

"Facility Agreement" means the facility agreement dated on or about the date of this Deed and made between (1) each Chargor in its capacity as either borrower or guarantor (as applicable) and (2) the Lender, pursuant to which the Lender agreed to make a term loan facility available to the Borrower;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of any Chargor, or in which any Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 3 of schedule 1 (*Details of Security Assets*));

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of any Chargor in, or relating to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of any Chargor (which may now or in the future subsist);

"Party" means a party to this Deed;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 2 of schedule 1 (*Real Property*)), other than the Excluded Properties, together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on that property;
- (b) all easements, rights and agreements in respect of that property;
- (c) all rents, fees and proceeds of sale of that property; and
- (d) the benefit of all covenants given in respect of that property;

"Receivables" means all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever), other than Rental Income, together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

- (b) all proceeds of any of the foregoing;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Lender under this Deed;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Chargor to the Lender under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed);

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed; and

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Lender has no further commitment, obligation or liability under or pursuant to the Finance Documents.

1.2 Interpretation

- (a) Unless a contrary indication appears, in this Deed the provisions of clause 1.2 (*Interpretation*) of the Facility Agreement (other than clause 1.2(c)) apply to this Deed as though they were set out in full in this Deed, except that references to "*this Agreement*" will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) each "**Chargor**", the "**Lender**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) "**this Deed**", the "**Facility Agreement**", any other "**Finance Document**" or any other agreement or instrument is a reference to this Deed, the Facility Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Chargor or provides for further advances); and
 - (iii) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Chargor.
- (c) Each undertaking of each Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period.
- (d) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (e) If the Lender reasonably considers that an amount paid by any Chargor to the Lender under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of that Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) For the avoidance of doubt, the Excluded Properties shall not be excluded from the floating charge in clause 5 (*Floating Charge*) below.
- (g) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Third party rights

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

1.4 Delivery

The Parties intend this Deed to be delivered on the first date specified on page 3 of this Deed.

2. COVENANT TO PAY

2.1 Covenant to pay

Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Lender that it will pay and discharge the Secured Obligations from time to time when they fall due.

2.2 Default interest

Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis:

- (a) at the rate and in the manner agreed in the Finance Document under which such amount is payable; or
- (b) (in the absence of such agreement) at the Default Rate from time to time. In such a case default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Lender considers appropriate,

provided that the Lender shall not be entitled to a double recovery of such default interest if the default interest arising under this clause 2.2 arises in respect of the same amounts under any other Finance Document.

3. GRANT OF SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Lender;

- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

4. FIXED SECURITY

4.1 Fixed charges

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
 - (i) the Real Property specified in part 3 of schedule 1 (*Details of Security Assets*); and
 - (ii) all other Real Property (if any) at the date of this Deed vested in, or charged to, any Chargor (not charged by clause 4.1(a)(i));
- (b) by way of first fixed charge:
 - (i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a));
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to the Real Property; and
 - (iii) the proceeds of sale of all Real Property;
 - (iv) the benefit of any rental deposit given or charged to any Chargor by any occupier of any Real Property;
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b)) and the benefit of all contracts, licences and warranties relating to the same (other than those relating solely to an Excluded Property);
- (d) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge the Intellectual Property;

- (f) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;
- (g) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of any Chargor or the use of any of its assets (other than those relating solely to an Excluded Property);
 - (ii) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them (other than those relating solely to an Excluded Property); and
 - (iii) any letter of credit issued in favour of any Chargor and all bills of exchange and other negotiable instruments held by it; and
- (h) by way of first fixed charge all of the goodwill and uncalled capital of each Chargor.

4.2 Security assignments

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption and other than in relation to any Excluded Property) all of its present and future right, title and interest in and to:

- (a) all Rental Income (to the extent not validly mortgaged or charged within any of clauses 4.1(a) or 4.1(b));
- (b) each of the following:
 - (i) all Insurances specified in part 3 of schedule 1 (*Insurances*); and
 - (ii) all other Insurances (not assigned by clause 4.2(b)(i)),
 and all claims under the Insurances and all proceeds of the Insurances; and
- (c) all other Receivables (not otherwise assigned under this clause 4.2).

To the extent that any Assigned Asset described in clause 4.2(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of any Chargor to any proceeds of such Insurances.

4.3 Notice of assignment and/or charge

- (a) Promptly, if requested by the Lender following the occurrence of an Event of Default, each Chargor shall in respect of each Occupational Lease to which it is a party, deliver a duly completed notice to each tenant and each other party to that Occupational Lease and shall use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 2 (*Form of notice to and acknowledgement by tenant*) or in such other form as the Lender shall agree; and
- (b) Immediately upon execution of this Deed (and immediately upon the obtaining of any insurance after the date of this Deed) each Chargor shall in respect of each of its

Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement by insurers*) or in such other form as the Lender shall agree.

4.4 Assigned Assets

The Lender is not obliged to take any steps necessary to preserve any Assigned Asset or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

5. FLOATING CHARGE

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

The Lender may, by written notice to any Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of each Chargor specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Lender considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process which constitutes an Event of Default pursuant to clause 22(h) of the Facility Agreement.¹

6.2 Small companies

The floating charge created under this Deed by each Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of any Chargor.

¹ We can't agree to delete limb (b) altogether but we have limited the scope of this by removing the "or to be otherwise in jeopardy" wording and limiting "other legal process" to one which constitutes a creditor's process under the Facility Agreement.

6.3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) any Chargor creates (or attempts or purports to create) any Security (other than any Security created under or pursuant to a Finance Document) on or over the relevant Security Asset (other than the Excluded Properties) without the prior written consent of the Lender; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of any Chargor which are subject to a floating charge if an administrator is appointed in respect of that Chargor or the Lender receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

6.4 Partial conversion

The giving of a notice by the Lender pursuant to clause 6.1 (*Conversion by notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or any other right of the Lender.

7. CONTINUING SECURITY

7.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender may at any time hold for any Secured Obligation.

7.3 Right to enforce

This Deed may be enforced against any Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security held by or available to it.

8. LIABILITY OF CHARGOR RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

9. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Lender or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than the Lender or being the subject of any Security other than as contemplated by this Deed.

10. REPRESENTATIONS

10.1 General

Each Chargor makes the representations and warranties set out in this clause 10 to the Lender.

10.2 Ownership of Security Assets

Save as disclosed to the Lender in writing, each Chargor is the sole legal and beneficial owner of the Security Assets owned by it.

10.3 Real Property

Part 2 of schedule 1 (*Real Property*) identifies all freehold and leasehold Real Property which is beneficially owned by each Chargor at the date of this Deed.

10.4 Time when representations made

- (a) All the representations and warranties in this clause 10 are made by each Chargor on the date of this Deed and (except for those in clause 10.3 (*Real Property*)) are also deemed to be made by each Chargor:
 - (i) on the date of each Utilisation Request and each Utilisation Date; and
 - (ii) on the first day of each Interest Period.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

11. UNDERTAKINGS BY THE CHARGORS

11.1 Negative pledge and disposals

No Chargor shall do or agree to do any of the following without the prior written consent of the Lender:

- (a) create or permit to subsist any Security on any Security Asset except any Security created under or pursuant to any Finance Document; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset (except as expressly permitted under the Facility Agreement).

11.2 Deposit of documents and notices

Each Chargor shall unless the Lender otherwise confirms in writing, deposit with the Lender:

- (a) all deeds and documents of title relating to the Security Assets (other than in respect of an Excluded Property); and
- (b) all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of any Chargor (other than those solely in respect of an Excluded Property),

each of which the Lender may hold throughout the Security Period.

11.3 Real Property

Each Chargor shall, in respect of any freehold or leasehold Real Property which is acquired by it after the date of this Deed, the title which is registered at the Land Registry or the title to which is required to be so registered:

- (a) give the Land Registry written notice of this Deed; and
- (b) procure that notice of this Deed is clearly noted in the Register to each such title.

11.4 Insurance

- (a) Each Chargor shall at all times comply with its obligations as to insurance and the proceeds of insurance contained in the Facility Agreement (and in particular, clause 19(e) of the Facility Agreement).
- (b) Each Chargor shall notify the Lender if any claim arises or may be made under the Insurances with a value in excess of £100,000.
- (c) Each Chargor shall, subject to the rights of the Lender under clause 11.4(d), diligently pursue its rights under the Insurances.
- (d) In relation to the proceeds of Insurances:
 - (i) unless otherwise provided in the Facility Agreement, the Lender shall be first loss payee under any such claim and it shall have the sole right to:
 - (A) settle or sue for any such claim (but before a Default shall do so as agent for each Chargor); and
 - (B) give any discharge for insurance monies where the relevant claim involves an amount in excess of £100,000; and
 - (ii) all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord of any part of the Security Assets or of any third party in respect of the liability of any Chargor to such a third party) be applied:
 - (A) in accordance with the Facility Agreement; or

- (B) after any notice has been given or rights exercised under clause 22(s) of the Facility Agreement, in permanent reduction of the Secured Obligations.

11.5 Rental Income

Each Chargor shall:

- (a) without prejudice to clause 11.1 (*Negative pledge and disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Rental Income;
- (b) collect all Rental Income promptly and deal with it in accordance with the Facility Agreement, and in particular, clause 15 (*Rental Income Account*) of the Facility Agreement.

12. POWER TO REMEDY

12.1 Power to remedy

If at any time any Chargor does not comply with any of its obligations under the Finance Documents, the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. Each Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all such things (including entering the property of any Chargor) which are necessary to rectify that default provided that such an action does not put that Chargor in breach of the relevant Occupational Leases.

12.2 Mortgagee in possession

The exercise of the powers of the Lender under this clause 12 shall not render it liable as a mortgagee in possession.

12.3 Monies expended

Each Chargor shall pay to the Lender within five Business Days of demand any monies which are properly expended by the Lender in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

13. WHEN SECURITY BECOMES ENFORCEABLE

13.1 When enforceable

This Debenture Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

13.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

13.3 Enforcement

After this Debenture Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

14. ENFORCEMENT OF SECURITY

14.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

14.2 Powers of leasing

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

14.3 Powers of the Lender

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Lender may without further notice (unless required by law):
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of each Chargor; and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver.
- (b) The Lender is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of any Chargor.

14.4 Redemption of prior mortgages

At any time after the Debenture Security has become enforceable, the Lender may:

- (a) redeem any prior Security against any Security Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by each Chargor to the Lender on demand.

14.5 Privileges

- (a) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of each Chargor under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226)) each Receiver and the Lender shall have the right after this Debenture Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 14.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

14.6 No liability

- (a) Neither the Lender nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 14.6(a), neither the Lender nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

14.7 Protection of third parties

No person (including a purchaser) dealing with the Lender or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Lender or to the Receiver is to be applied.

15. RECEIVER

15.1 Removal and replacement

The Lender may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

15.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

15.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender).

15.4 Payment by Receiver

Only monies actually paid by a Receiver to the Lender in relation to the Secured Obligations shall be capable of being applied by the Lender in discharge of the Secured Obligations.

15.5 Agent of Chargor

Any Receiver shall be the agent of each Chargor. Each Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Lender shall incur no liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

16. POWERS OF RECEIVER

16.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Lender by clause 14.3 (*Powers of the Lender*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

16.2 Additional powers

In addition to the powers referred to in clause 16.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit;
- (c) 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 purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
 - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor;
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of any Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, that Chargor;
- (g) to take any such proceedings (in the name of any Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Lender shall direct);

- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of any Chargor and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and
- (m) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of any Chargor for any of the above purposes.

17. APPLICATION OF PROCEEDS

17.1 Application

All monies received by the Lender or any Receiver under or in connection with this Deed or the Security Assets after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security) be applied in the following order:

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Lender or any Receiver or Delegate, and of all remuneration due to the Receiver, in connection with this Deed or the Security Assets;
- (b) *secondly*, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 17.3 (*Appropriation and suspense account*); and
- (c) *thirdly*, in payment of any surplus to any Chargor or other person entitled to it.

17.2 Contingencies

If the Debenture Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Lender or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Lender may determine).

17.3 Appropriation and suspense account

- (a) Subject to clause 17.1 (*Application*), the Lender shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.

- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Lender under or in connection with this Deed may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate (if any) as the Lender may determine without the Lender having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would clear all Secured Obligations in full.

18. SET-OFF

18.1 Set-off rights

- (a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Lender by that Chargor) against any obligation (whether or not matured) owed by the Lender to that Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Lender may (but shall not be obliged to) set-off any contingent liability owed by any Chargor under any Finance Document against any obligation (whether or not matured) owed by the Lender to that Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

18.2 Time deposits

Without prejudice to clause 18.1 (*Set-off*), if any time deposit matures on any account which any Chargor has with the Lender at a time within the Security Period when:

- (a) this Debenture Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Lender in its absolute discretion considers appropriate unless the Lender otherwise agrees in writing.

19. DELEGATION

Each of the Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Lender nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

20. FURTHER ASSURANCES

20.1 Further action

Each Chargor shall, at its own expense, immediately do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed or any other Finance Document;
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Lender or any Receiver or Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or
- (d) creating and perfecting Security in favour of the Lender over any property and assets of a Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed or any other Finance Document.

This includes:

- (i) the re-execution of this Deed or such Finance Document;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may think expedient for the purposes set out in this clause 20.1.

20.2 Finance Documents

Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents.

20.3 Specific security

Without prejudice to the generality of clause 20.1 (*Further action*), each Chargor will immediately upon request by the Lender execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*)).

21. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action which any Chargor is obliged

to take under this Deed, including under clause 20 (*Further assurances*). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 21.

22. CURRENCY CONVERSION

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Lender's spot rate of exchange. Each Chargor shall indemnify the Lender against all reasonable costs, charges and expenses incurred in relation to such conversion. Neither the Lender nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

23. CHANGES TO THE PARTIES

23.1 Chargor

No Chargor may assign any of its rights or obligations under this Deed.

23.2 Lender

The Lender may assign or transfer or grant participations in all or any part of its rights under this Deed in accordance with the Facility Agreement. Each Chargor shall, immediately upon being requested to do so by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

24. MISCELLANEOUS

24.1 New accounts

- (a) If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

24.2 Tacking

- (a) The Lender shall perform its obligations under the Facility Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

24.3 Land Registry

- (a) Each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Lender) for a restriction in the

following terms to be entered on the register of title relating to any Real Property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"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 [◆] 2019 in favour of Bank J. Safra Sarasin (Gibraltar) Ltd, London Branch referred to in the charges register or its conveyancer."

(b) Each Chargor:

- (i) authorises the Lender to make any application which the Lender deems appropriate for the designation of this Deed, the Facility Agreement or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003;
 - (ii) shall use its best endeavours to assist with any such application made by or on behalf of the Lender; and
 - (iii) shall notify the Lender in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Facility Agreement or any other Finance Document following its designation as an exempt information document.
- (c) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.
- (d) Each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security.

25. NOTICES

- (a) Clause 26 (*Notices*) of the Facility Agreement is incorporated into this Deed as if fully set out in this Deed.
- (b) The address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Facility Agreement or this Deed.

26. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by the Lender specifying the amount of any Secured Obligation due from any Chargor (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against that Chargor of the matters to which it relates.

27. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of

any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

28. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

29. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if the Lender and each Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

30. COUNTERPARTS

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

31. RELEASE

31.1 Release

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of each Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

31.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of that Chargor under this Deed shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

32. GOVERNING LAW

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

IN WITNESS of which this Deed has been duly executed by each Chargor as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed by each Chargor.

SCHEDULE 1: DETAILS OF SECURITY ASSETS

Part 1: The Chargors

Company name	Company number
Abbey Commercial Ltd	04827515
CH Chesterford Limited	03927904
Downham Ltd	04497802
Downham (Nominees) Limited	03939296
Roadrunner Properties Limited	02329339
Sledgehammer Holdings Company Limited	02329031
Sledgehammer Properties Limited	02033264
Verondy Ltd	04820404
Vinehall Estates Ltd	04497675
Vinehall (Nominees) Limited	03938395

Part 2: Real Property

#	CHARGOR	PROPERTY DESCRIPTION	TITLE NUMBER
1.	Abbey Commercial Ltd	79-83 North Street, Brighton BN1 1ZA	ESX280096
2.	Abbey Commercial Ltd	399-405 (odd) High Road, Wembley HA9 7AB	MX458498
3.	Abbey Commercial Ltd	51 Ship Street, Brighton BN1 1AF	ESX262792
4.	Abbey Commercial Ltd	Cranford Way Industrial Estate, Hornsey, London N8	EGL349850
5.	Abbey Commercial Ltd	1-12 Otley Terrace, London E5 9RG	65575
6.	Abbey Commercial Ltd	1 to 10 Temple Fortune Parade, Bridge Lane, 11 to 24, 26, 29 to 35 and 40 Temple Fortune Parade, Finchley Road, 1 to 22, 22A, 23, 24, 26, 29 to 33, 33A, 34 and 35 Temple Fortune Mansions, Golders Green and 36 Temple Fortune Parade, Finchley Road, London NW11 0QS	MX459496 and NGL174887
7.	Abbey Commercial Ltd	6-12 (even only) Oakley Road, De Beauvoir Town N1 3LS	LN34397
8.	Abbey Commercial Ltd	147 to 163 (odd) Haverstock Hill and 19 and 19b Belsize Grove, London NW3	LN169812
9.	Abbey Commercial Ltd	Martlands Industrial Estate, Smarts Heath Lane, Woking; Land on the south side of Smarts Heath Road, Woking; Smarts Heath House, Smarts Heath Lane, Woking and Land lying to the south of Smarts Heath Road, Woking	SY162340, SY233244, SY303372 and SY606983
10.	Abbey Commercial Ltd	Kinson Pottery Industrial Estate, Ringwood Road, Parkstone	DT184637
11.	Abbey Commercial Ltd	162 Camden High Street and 1-2 3 Greenland Place, London	NGL533731 and NGL455909
12.	Abbey Commercial Ltd	26 North Street, Brighton BN1 1EB and 27-29 North Street, Brighton BN1 1EB	ESX91102 and SX31807
13.	Abbey Commercial Ltd	11 Islington High Street, Islington, London N1 9LQ	LN211878
14.	Abbey Commercial Ltd	111 Eltham High Street, London S9 1TD and 113 Eltham High Street, London S9 1TQ	TGL93996 and LN24863
15.	Abbey Commercial Ltd	7-19A Goldhurst Terrace & 1-9 Goldhurst Mansions, London	270463 and 270464
16.	Abbey Commercial Ltd	52-68 Victoria Road, Ruislip	NGL565098
17.	Abbey Commercial Ltd	Mildmay Court, Mildmay Park, London N1 4PR	322411
18.	Abbey Commercial Ltd	18 Westover Road, Bournemouth BH1 2BY and 19 to 22 Westover Road, Bournemouth BH1 2BY	DT233309 and DT234104
19.	Abbey Commercial Ltd	1332-1344 (even only) High Road, Whetstone, London	MX113627, MX113344 and MX166628
20.	Abbey Commercial Ltd	30 Great Portland Street, London W1W 8QU	271164

21.	Abbey Commercial Ltd	22-40 (even) Felsberg Road, London SW2 5NA and part of passageway at the back of Trevone Court and Passageway adjoining 43 Doverfield Road and passageway adjoining 38 and 40 Felsberg Road	295286 and 347919
22.	Abbey Commercial Ltd	31 and part 33 Haven Road, Poole BH13 7LE; 35, 37 and part 33 Haven Road, Canford Cliffs BH13 7LE and 39 Haven Road, Canford Cliffs, Poole BH13 7LE	DT141548, DT110196 and DT110195
23.	Abbey Commercial Ltd	1-6 Grand Parade, Brighton, BN2 9QB	SX61054
24.	Abbey Commercial Ltd	36-48 (even) Frimley High Street, Frimley GU16 7JF	SY290415
25.	Abbey Commercial Ltd	1291-1299 High Road, London N20 9HS	NGL497716
26.	Abbey Commercial Ltd	20-34 Belgrave Gate, Leicester	LT8747
27.	Abbey Commercial Ltd	10 and 12 Winchcombe Street, Cheltenham GL52 2LZ	GR4160
28.	Abbey Commercial Ltd	243 Stoke Newington Church Street, London N16 9HP (also known as 1-5 Stoke House, London)	444522
29.	Abbey Commercial Ltd	81-85 (odd) Tower Bridge Road, London	333758
30.	Abbey Commercial Ltd	68 / 69 The Mall, London W5 5LS	NGL309807
31.	Abbey Commercial Ltd	15 to 17 Westover Road, Bournemouth BH1 2BY	DT223660
32.	Abbey Commercial Ltd	6-6A Clapham Common Southside, London SW4 7AA	SGL351773
33.	Abbey Commercial Ltd	406-412 (even) Oakleigh Road North & 1-8 Victor House & Marlborough House, Marlborough Gardens, London N20 0SE	MX108768
34.	Abbey Commercial Ltd	66 East Street, Brighton BN1 1HQ	ESX247153
35.	Abbey Commercial Ltd	21-25 (odd) The Broadway, Cheam	SY245612
36.	Abbey Commercial Ltd	64 Belsize Lane, London NW3 5BJ	NGL518676
37.	Abbey Commercial Ltd	10, 11 and 12 Westover Road, Bournemouth	DT172284
38.	Abbey Commercial Ltd	60 and 62 High Street, Barnet EN5 5SJ and the land lying to the rear of 60 and 62 High Street Barnet	NGL537302 and NGL603999
39.	Abbey Commercial Ltd	Land and buildings to the North East side of Mildenhall Road, Bury St Edmunds	SK133089
40.	Abbey Commercial Ltd	Hanover House, 134/138 Old Christchurch Rd, Bournemouth BH1 1NL	DT209543
41.	Abbey Commercial Ltd	84-86 London Road, Brighton, BN1 4JF	ESX70799
42.	Abbey Commercial Ltd	37 Old Christchurch Road, Bournemouth, BH1 1DS	DT271864
43.	Abbey	28 High Street, Hitchin SG5 1AT	HD231594

	Commercial Ltd		
44.	Abbey Commercial Ltd	212 Strand, London WC2R 1AP	408875
45.	Abbey Commercial Ltd	37, 39, 41, 43, 45, 47 and 49 Keymer Road and garages at the rear	SX67372
46.	Abbey Commercial Ltd	335 North End Road, London, SW6 1NN	NGL447105
47.	Downham Limited	112 Peascod Street, New Windsor, SL4 1DN	BK129044
48.	Abbey Commercial Ltd	238-244 (even) High Street, Uckfield TN22 1RE	SX25410
49.	Abbey Commercial Ltd	97 Old Christchurch Road, Bournemouth BH1 1EP	DT61865
50.	Abbey Commercial Ltd	216-226 (even numbers) The Broadway, Broadstone BH18 8DX	DT122012
51.	Abbey Commercial Ltd	2/4 Chipstead Valley Road, Coulsdon CR5 2RA	SGL565831
52.	Abbey Commercial Ltd	13 / 14 Westover Road Bournemouth BH1 2BY	DT260059
53.	Abbey Commercial Ltd	Bedford House, Broadway, West Ealing W13 0SS	AGL157471
54.	Abbey Commercial Ltd	5 Aldermans Hill, Palmers Green, Southgate N13 4YD	MX245163
55.	Abbey Commercial Ltd	97 & 99 Station Road, Edgware HA8 7JG	NGL139390
56.	Abbey Commercial Ltd	125 King Street, London W6 9JG	LN28471
57.	Abbey Commercial Ltd	198 Station Road, Edgware HA8 7AR	MX266805
58.	Abbey Commercial Ltd	159, 161 and 163 Eltham High Street, London, SE9 1TW	420116
59.	Abbey Commercial Ltd	44 North Street, Brighton, BN1 1RH	ESX222545
60.	Abbey Commercial Ltd	135 Broadway, Bexleyheath DA6 7EZ	SGL217431
61.	Abbey Commercial Ltd	1362-1368 High Road, Whetstone N20 9HJ	NGL403265
62.	Abbey Commercial Ltd	41 High Street, Oakham LE15 6AH	LT219554
63.	Abbey Commercial Ltd	46-48 Croydon Road, Caterham	SY93969
64.	Abbey Commercial Ltd	50 and 52 Station Road, Redhill RH1 1PH	SY350468
65.	Abbey Commercial Ltd	69 Warwick Road, London SW5 9HB	LN80429
66.	Abbey Commercial Ltd	34 Upper Market, Fakenham NR21 9BX	NK255771
67.	Abbey Commercial Ltd	143 Station Road, Edgware HA8 7JS	P111131
68.	Abbey Commercial Ltd	16 North Street, Leatherhead and 18 North Street, Leatherhead	SY576201 and SY651830
69.	Abbey	52-52A Old Christchurch Road, Bournemouth	DT150628

	Commercial Ltd		
70.	Abbey Commercial Ltd	5 Market Parade, Sidcup, DA14 6EP	SGL503463
71.	Abbey Commercial Ltd	243-247 (odd numbers) Turners Hill, Cheshunt EN8 9DG	HD397447
72.	Abbey Commercial Ltd	387/405 Tremaine Court, Lyham Road, London SW2 5NT	111348
73.	Abbey Commercial Ltd	74-78 High Street, Barnet, Herts, EN5 5SN	AGL187110
74.	Abbey Commercial Ltd	12 Albert Road, Bournemouth BH1 1BZ	DT166762
75.	Abbey Commercial Ltd	14 Albert Road, Bournemouth BH1 1BZ	DT64454
76.	Abbey Commercial Ltd	1-11 New Parade, High Street, Yiewsley	MX87362
77.	Abbey Commercial Ltd	56 Preston Street, Brighton BN1 2HE	SX133648
78.	Downham (Nominees) Ltd	Amberley Place, 107-111 Peascod Street, Windsor SL4 1DN	BK192244 and BK357149
79.	Abbey Commercial Ltd	33 West Street, Brighton BN1 2RE	ESX56514
80.	Abbey Commercial Ltd	368 Mare Street, London E8 1HR	LN10371
81.	Abbey Commercial Ltd	Lower Ground Floor Flat 36 Green Street, London, W1K 7FH	NGL985257
82.	Roadrunner Properties Ltd	14 Molasses Row, Planation Wharf, York Road, London SW11 3UX	TGL24033
83.	Roadrunner Properties Ltd	95 Lavender Sweep, London SW11 1EA	TGL36068
84.	Roadrunner Properties Ltd	1 Knoll Road, London SW18 2DF	SGL57397
85.	Roadrunner Properties Ltd	Flat c, 32 Lynn Road, London SW12 9LA	SGL341225
86.	Abbey Commercial Ltd	109/111 West Street, Fareham PO16 0AE	HP200004
87.	Sledgehammer Holdings Company Ltd	Sarrell Court, 349 Grange Road, Upper Norwood, London SE19 3BT	SY329632
88.	Sledgehammer Holdings Company Ltd	148 Church Road, Upper Norwood, London SE19 2NT	SL509347
89.	Sledgehammer Holdings Company Ltd	156 Church Road, Upper Norwood, London SE19 2NT	SGL609844
90.	Sledgehammer Properties Ltd	65 Ramsden Road, Balham SW12 8RA	LN44196
91.	Sledgehammer Properties Ltd	151 Balham Hill, London SW12 9DJ	358132
92.	Sledgehammer Properties Ltd	32A Yukon Road, SW12 2PX	SGL335538
93.	Sledgehammer Properties Ltd	1 Brocklebank Road, London SW18 3AP	SGL248240

94.	Sledgehammer Properties Ltd	53 Gleneldon Road, London SW16 2AX and land at the back of 55 Gleneldon Road, London SW16 2AX	LN212889 and LN208574
95.	Sledgehammer Properties Ltd	8 Thornhill Road, Croydon CR0 2XY	SY63055
96.	Verondy Ltd	Avenue Heights, 3, 5 and 7 Avenue Road, Highgate, London N6 5DS	MX217112, MX207244 and MX294343
97.	Verondy Ltd	30 Topsfield Parade, Tottenham Lane, London N8 8PT	MX354211
98.	Verondy Ltd	14 Hanway Street, London W1T 1UD	410517
99.	Verondy Ltd	349 North End Road, London SW6 1NN	LN110548
100.	Verondy Ltd	Flat 6, 37/41 Gower Street, London WC1E 6HH	NGL952647
101.	Verondy Ltd	98 Kingsland High Street, London E8 2NS	181392
102.	Verondy Ltd	Flat 2, 37/41 Gower Street, London WC1E 6HH	NGL952646
103.	Verondy Ltd	125, 125A, 125B and 127 Ballards Lane, London N3 1LJ	MX320302
104.	Verondy Ltd	168A and 168C Marlborough Road, London N19 4NP	LN163698
105.	Verondy Ltd	4 and 6 Willow Tree Lane, Hayes UB4 9BB	NGL104506
106.	Vinchall (Nominees) Ltd	Roddish House, 4-12 Old Christchurch Road BH1 1LG	DT298157
107.	Abbey Commercial Ltd	107-113 (odd) The Broadway, Mill Hill	NGL329985
108.	Abbey Commercial Ltd	12 Aldermans Hill, London N13 4PJ	NGL218976
109.	Abbey Commercial Ltd	41 Lynton Road, London N8 8SR	AGL136092
110.	Abbey Commercial Ltd	166 and 168 High Street, Ruislip	MX98680
111.	Abbey Commercial Ltd	1264 High Road, Whetstone N20 9HH	MX223220
112.	CH Chesterford Limited	1 to 24 Alwyne Mansions, Alwyne Road, Wimbledon (SW19 7AD) and 41 and 43 Wimbledon Hill Road, London SW19 7NA	SY251458
113.	CH Chesterford Limited	17-24 Askew Mansions and Passageway at back, Hammersmith, London	47757
114.	CH Chesterford Limited	64 Ann Street, Cilfynydd, Pontypridd (CF37 4BN)	CYM148491
115.	CH Chesterford Limited	2 to 48 (even numbers) Holmleigh Avenue, 1 to 59 (odd numbers) and 6 to 36 (even numbers) Burnham Crescent, 1 to 16 Alan Close and 119 to 133 (odd numbers) and 137 to 151 (odd numbers) Burnham Road, Dartford	K382642
116.	CH Chesterford Limited	Block "D" Avenue Close, Avenue Road, London (NW8 6BX).	LN9736
117.	CH Chesterford Limited	26 Aristotle Road and the strip of land on the North West side of 26 Aristotle Road and 30 and 32 Aristotle Road and the strip of land at the back of 26-32 (even) Aristotle Road	LN233899
118.	CH Chesterford Limited	278 and 280 Archway Road, London (N6 5AU)	MX151376

119.	CH Chesterford Limited	land and buildings on the south east side of Avenue Close	LN9727
120.	CH Chesterford Limited	26, 30, 36 and, 42 Barons Court Road, London (W14 9DT)	LN146492
121.	CH Chesterford Limited	Barton Court, Barons Court Road, London (W14 9EH)	LN210384
122.	CH Chesterford Limited	209, 209A, 211, 211A, 213 and 213A Balmoral Drive, and 95 and 95A Gledwood Drive, Hayes	MX187627
123.	CH Chesterford Limited	209 and, 209A Balmoral Drive, Hayes (UB4 0AA)	MX200037
124.	CH Chesterford Limited	17 and 17a Beechwood Avenue, Greenford (UB6 9UB)	NGL176461
125.	CH Chesterford Limited	17, 17a, 19, 19a, 21, 21a, 23, 23a, 25, 25a, 27, and 27a Beechwood Avenue, 60, 60a, 62 and 62a Crossmead Avenue, Greenford	MX74897
126.	CH Chesterford Limited	21 and, 21a Beechwood Avenue, Greenford (UB6 9UB)	NGL181332
127.	CH Chesterford Limited	23 and 23A Beechwood Avenue, Greenford UB6 9UB	NGL177175
128.	CH Chesterford Limited	25 and 25A Beechwood Avenue, Greenford (UB6 9UB)	NGL194147
129.	CH Chesterford Limited	27 and, 27A Beechwood Avenue, Greenford (UB6 9UB)	NGL179142
130.	CH Chesterford Limited	29 and 29a Beechwood Avenue, Greenford (UB6 9UB)	NGL191144
131.	CH Chesterford Limited	30 and, 30a Beechwood Avenue, Greenford (UB6 9UA)	NGL172556
132.	CH Chesterford Limited	31 and, 31A Beechwood Avenue, Greenford (UB6 9UB)	NGL227759
133.	CH Chesterford Limited	33 and 33a Beechwood Avenue, Greenford (UB6 9UB)	NGL173563
134.	CH Chesterford Limited	34 and, 34a Beechwood Avenue, Greenford (UB6 9UA)	NGL174283
135.	CH Chesterford Limited	35 and, 35a Beechwood Avenue, Greenford (UB6 9UB)	NGL174122
136.	CH Chesterford Limited	36 and 36A Beechwood Avenue, Greenford (UB6 9UA)	NGL177177
137.	CH Chesterford Limited	38 and, 38A Beechwood Avenue, Greenford (UB6 9UA)	NGL177928
138.	CH Chesterford Limited	39 and 39A Beechwood Avenue, Greenford (UB6 9UB)	NGL176110
139.	CH Chesterford Limited	40 and, 40a Beechwood Avenue, Greenford (UB6 9UA)	NGL182744
140.	CH Chesterford Limited	41 and 41A Beechwood Avenue, Greenford, (UB6 9UB)	NGL173525
141.	CH Chesterford Limited	42 and, 42A Beechwood Avenue, Greenford (UB6 9UB)	MX79072
142.	CH Chesterford Limited	44 and 44A Beechwood Avenue, Greenford (UB6 9UB)	NGL183043
143.	CH Chesterford Limited	122 Berkshire Gardens, Palmers Green, London (N13 6AD)	AGL118724
144.	CH Chesterford	47 Carter Drive, Romford (RM5 2PH)	BGL289214

	Limited		
145.	CH Chesterford Limited	4 Carlton Court, Knole Road, Bexhill-On-Sea (TN40 1LG)	ESX188011
146.	CH Chesterford Limited	20 Carter Close, Romford (RM5 2PB)	EX30932
147.	CH Chesterford Limited	21 Bramley Crescent, Ilford (IG2 6DA)	EX36150
148.	CH Chesterford Limited	15 to, 30 Cavendish Gardens, Trouville Road, London (SW4 8QW)	LN157102
149.	CH Chesterford Limited	48 Cathcart Road, London (SW10 9JQ)	LN176548
150.	CH Chesterford Limited	45 Cathcart Road, London (SW10 9JE)	LN176549
151.	CH Chesterford Limited	50 Cathcart Road, London (SW10 9JQ)	LN176551
152.	CH Chesterford Limited	134 to 228 (even numbers) and 145 to 175 (odd numbers) Berwick Avenue, Hayes	MX169609
153.	CH Chesterford Limited	33 and 35 Belton Road, (NW2 5PD)	MX409536
154.	CH Chesterford Limited	1C, 1D, 7, 9, 13, 17, 19, 25, 27, 29, 37, and 41 Berkshire Gardens, Southgate	MX415571
155.	CH Chesterford Limited	38 and, 44 Bidwell Gardens, London (N11 2AU)	NGL205604
156.	CH Chesterford Limited	59 Berkshire Gardens, Palmers Green, London (N13 6AA)	MX416493
157.	CH Chesterford Limited	115 Berkshire Gardens, Palmers Green, London (N13 6AE)	NGL205608
158.	CH Chesterford Limited	17,18,19,20,21,23 and 27 Broadwalk, Pinner Road (HA2 6ED)	NGL206924
159.	CH Chesterford Limited	1 to 17 (odd numbers) and 2 and 8 Callow Street, London (SW3 6BJ)	NGL221219
160.	CH Chesterford Limited	1 to 20 (inclusive) Challoner Mansions, Challoner Street, London (W14 9LD)	NGL222048
161.	CH Chesterford Limited	51, 53, 78 and 80 Briscoe Road, London SW19 2AQ	SGL652243
162.	CH Chesterford Limited	321 and 323 Streatham High Road, London and land and buildings adjoining	257825
163.	CH Chesterford Limited	A strip of land at the rear of Circus Lodge, Circus Road	288754
164.	CH Chesterford Limited	9,23,25,41,43,2,4,6,40,44 Almorah Road, 17 to 27 (odd numbers) 33,26 Adelaide Road, 9,11,15,23,39 49,51 ,55,63,67,10,12,14,26 to 3ven numbers) 46 Clairvale Road, 11,13 39, 53, 55, 57, 61, 63, 65, 24, 28, 30, 36, 42, 54 to 64 (Even numbers) Broad Walk 40 to 48 (even numbers) Vicarage Farm Road, 118,126 to 132 (even numbers) 142,154,158 to 162 (even numbers) 166,176,184,188,196,206 to 218 (even numbers) 222,224,226,256,258,260,284,286,288 Great West Road, 5, 7, 9, 13, 19, 47, 4, 10, 16, 42, 50, 56, 58, 74, 76, 106, 112 Greencroft Road, 1,2,4,8	AGL113809

		Parklands Parade, Bath Road, 5, 7, 11, 13, 17 to 25 (odd numbers) 33, 35, 37, 63, 34, 42, 52, 72, 74, 76, 82, 88, 102 Burns Way, 5, 11, 19 to 25 (odd numbers) 29, 31, 37, 45, 53, 57, 69, 77, 79, 107, 6, 36, 52, 58, 60 Shelley Crescent and 7, 13, 27, 51, 2, 12, 14, 26, 28, 30, 36, 38, 44, 46, 58, 60, 64 Browning Way, 135, 137, 141, 143, 145, 155, 175, 177, 187, 193, 197, 136, 138, Springwell Road	
165.	CH Chesterford Limited	192 Cromwell Road, London (SW5 0SN)	BGL38719
166.	CH Chesterford Limited	30 and, 30A Gainsford Road, Southampton (SO19 7AU)	HP5274
167.	CH Chesterford Limited	1, 3, 5, 7, 9, 13 and 19 Comeragh Road, London (W14 9HP)	LN127058
168.	CH Chesterford Limited	44 and 44A Crossmead Avenue and 42, 42A, 44, 44A, 46, 46A, 48, 48A, 50, 50A, 52, 52A, 54 and 54A Greenway Gardens, Greenford.	MX53002
169.	CH Chesterford Limited	46, 46a, 48, 48a, 50, 50a, 52 and 52a Crossmead Avenue, Greenford.	MX69500
170.	CH Chesterford Limited	176 to 228 (even) Ferme Park Road, London (N8 9BN) and 84A Weston Park, Hornsey, London (N8 9PP)	MX193911
171.	CH Chesterford Limited	9, 11, 19, 21, 23, 25, 27, 29, 31, 35 and 37 Chequers Way, Edmonton	MX416497
172.	CH Chesterford Limited	2, 4, 10, 12, 14, 18 to 46 (even numbers) 50 to 62 (even) 66, 68 and 74 to 94 (even) West Cromwell Road, London 1 to 9 Cromwell Crescent, London Garden Lodge, Logan Place, 6 Logan Mews, London 1, 3, 7, 19 to 27 (odd numbers) 31, 35, 37, 41 to 53 (odd) 5 9 to 71 (odd) and 75 Longridge Road, London 1 to 10 Nevern Road, London 2, 4, 4a, 6, 12 to 18 (even numbers) 19, 22, 29, 31, 33, 34 And 35 Nevern Place, London 1, 3, 5, 6, 7, 9, 11, 12, 14 to 18, 21, 24, 25, 27 28 31 to 38, 40 to 43, 45, 48, 49, 51 and the sites of 52 to 55, 56, 57, 60 and 63 Nevern Square, London 2, 5, 6, 7, 9 11 and 15 Templeton Place, London 3 to 15 (odd numbers) 4 and 8 to 16 (even) Spear Mews, London 1 to 11 (odd numbers) 15 to 21 (odd) 25 to 33	NGL170759

		(odd) 8, 16, 22, 26, 28 and 36 Trebovir Road, London 2,8,10,12,14,18,20,22,26,30,32,36,46,48,50,58,3,5, 17 to 31 (odd) 35 to 45 (odd) and 49 Penywern Road, London 3-9 (odd Numbers) 13 to 31 (odd) 35 to 43 (odd) 49,59,61,63,69,2 to 10 (even) 16 to 22 (even) 26,30,32,34,44, 50 and 50 Earl's Court Square, London 1,2,7,8 and 9 Farnell Mews, London 16 to 28 (Even numbers) 32,34 and 38 Warwick Road, London 13 to 32 Nevern Mansions and Nevern Cottage, London 46,48,50,54,56,60,64,68,80 to 86(even numbers) 90,94,9 6 and 100 Warwick Road, London 132 to 136 (even numbers) 166 to 178 (even) 292, 296 and 300 Earl's Court Road, London	
173.	CH Chesterford Limited	62 and, 62A Crossmead Avenue, Greenford (UB6 9TZ)	NGL182163
174.	CH Chesterford Limited	Land at the rear of 5 and 7 Gantshill Crescent and 56 Gaysham Avenue, Ilford (IG2 6TB)	P124244
175.	CH Chesterford Limited	7-9 Courtney Road, London (SW19 2EE)	SGL310572
176.	CH Chesterford Limited	59 and 61 Dunbarton Road, London (SW2 5NH)	TGL232657
177.	CH Chesterford Limited	32 Gainsford Road, Southampton (SO19 7AU)	HP5987
178.	CH Chesterford Limited	2, 2a, 4, 4a, 6, 6a, 8, 8a, 10,10a, 12, 12a, 14, 14a, 16, 16a Greenway Gardens	MX177547
179.	CH Chesterford Limited	2 and, 2a Greenway Gardens, Greenford (UB6 9TT)	NGL173048
180.	CH Chesterford Limited	4-4A Greenway Gardens, Greenford (UB6 9TT)	NGL176752
181.	CH Chesterford Limited	10 and 10A Greenway Gardens, Greenford (UB6 9TT)	NGL183047
182.	CH Chesterford Limited	12 and, 12A Greenway Gardens, Greenford (UB6 9TT)	NGL176109
183.	CH Chesterford Limited	18 and 18A Greenway Gardens, Greenford (UB6 9TT)	NGL187690
184.	CH Chesterford Limited	20 and 20A Greenway Gardens, Greenford (UB6 9TT)	NGL186513
185.	CH Chesterford	24 and 24a Greenway Gardens, Greenford (UB6	NGL174957

	Limited	9TT)	
186.	CH Chesterford Limited	26, 26a, 28, 28a, 30, 30a, 32, 32a, 34, 34a, 36, 36a, 38, 38a, and 40 and 40A Greenway Gardens, Greenford.	MX59217
187.	CH Chesterford Limited	28 and 28A Greenway Gardens, Greenford (UB6 9TT)	NGL173711
188.	CH Chesterford Limited	32 and, 31a Greenway Gardens, Greenford (UB6 9TT)	NGL190050
189.	CH Chesterford Limited	34 and, 34A Greenway Gardens, Greenford (UB6 9TT)	NGL190056
190.	CH Chesterford Limited	34, 34a, 36, 36a, 38, 38a, 40, 40a, 42, 42a, 44,, 4 Greenway Gardens, Greenford (UB6 9TU)	MX177546
191.	CH Chesterford Limited	36 and 36A Greenway Gardens, Greenford (UB6 9TT)	NGL172154
192.	CH Chesterford Limited	40 and 40A Greenway Gardens, Greenford, (UB6 9TU)	NGL175560
193.	CH Chesterford Limited	44-44A Greenway Gardens, Greenford (UB6 9TU)	NGL176465
194.	CH Chesterford Limited	48 and 48A Greenway Gardens, Greenford (UB6 9TU)	NGL174956
195.	CH Chesterford Limited	223-237 (odd numbers), Groveley Lane, Birmingham (B31 4QB)	WK71464
196.	CH Chesterford Limited	2C, 2D, 10, 20, 22 and 28 Grenoble Gardens, and 7, 9, 25, 27 and 8, 14, 16, 18, 30, 34 and 38 Upsdell Avenue, Palmer's Green.	NGL205614
197.	CH Chesterford Limited	Flats 1 to 5, 40 Harrington Road, London (SW7 3ND)	NGL494904
198.	CH Chesterford Limited	Flat 16, Hanover House, St Johns Wood High Street, London (NW8 7DX)	NGL893647
199.	CH Chesterford Limited	Flat 45, Hanover House, St Johns Wood High Street, London (NW8 7DY)	NGL885188
200.	CH Chesterford Limited	Flat 47, Hanover House, St Johns Wood High Street, London (NW8 7DY)	NGL885297
201.	CH Chesterford Limited	42 Hazelbourne Road, London (SW12 9NS)	TGL232663
202.	CH Chesterford Limited	93 Haverhill Road, London (SW12 0HE)	TGL232661
203.	CH Chesterford Limited	143 Holland Park Avenue, Kensington	42633
204.	CH Chesterford Limited	149 Holland Park Avenue, London (W11 4UX)	404773
205.	CH Chesterford Limited	153 Holland Park Avenue, London (W11 4UX)	448441
206.	CH Chesterford Limited	157 Holland Park Avenue, London (W11 4UX)	LN111596
207.	CH Chesterford Limited	155 Holland Park Avenue, London (W11 4UX)	448442
208.	CH Chesterford Limited	159 Holland Park Avenue, London (W11 4UX)	448443
209.	CH Chesterford Limited	17 Holland Park Gardens, London (W14 8DZ)	448444
210.	CH Chesterford	1 Clitheroe Road	EX30756

	Limited	3 Clitheroe Road 5 Clitheroe Road 7 Clitheroe Road 9 Clitheroe Road 11 Clitheroe Road 14 St Johns Road 16 St Johns Road 18 St Johns Road 20 St Johns Road 22 St Johns Road 24 St Johns Road 26 St Johns Road 28 St Johns Road 4 Kingshill Avenue 6 Kingshill Avenue 8 Kingshill Avenue 10 Kingshill Avenue 12 Kingshill Avenue 14 Kingshill Avenue 16 Kingshill Avenue 18 Kingshill Avenue 20 Kingshill Avenue 22 Kingshill Avenue	
211.	CH Chesterford Limited	18 and, 20 Kitchener Road, London (N2 8AS)	MX413274
212.	CH Chesterford Limited	5 Ladbroke Square, London (W11 3LX)	357163
213.	CH Chesterford Limited	55 Linden Gardens, London (W2 4HJ)	368785
214.	CH Chesterford	59 Linden Gardens, London (W2 4HJ)	368868

	Limited		
215.	CH Chesterford Limited	97 and 99 Linden Gardens, London (W2 4EX)	BGL48444
216.	CH Chesterford Limited	120 Lordship Lane, London (SE22 8HD)	TGL132721
217.	CH Chesterford Limited	27 Wolves Lane, 29, 51 and 55 Norfolk Avenue and land at the back of 75 Norfolk Avenue, Palmers Green	AGL97589
218.	CH Chesterford Limited	Museum House, Burnham Street, London (E2 0JA)	EGL358545
219.	CH Chesterford Limited	224, 224a to 230 and, 230a North Street, Romford (RM1 4QD)	EGL457416
220.	CH Chesterford Limited	Melville Court, Goldhawk Road, London (W12 9NY)	LN47640
221.	CH Chesterford Limited	Flats 1 to 12 on the first, second and third floors Neate House and basement and ground floor entrance halls roof and buildings and yard at the rear	NGL512545
222.	CH Chesterford Limited	82 Lupus Street, London (SW1V 3EL)	NGL689774
223.	CH Chesterford Limited	Flats 1-12, Priory Court, Priory Road, Cheam, Sutton (SM3 8LW)	SY23634
224.	CH Chesterford Limited	3 and 4 Doughty Street, London (WC1N 2PH)	321384
225.	CH Chesterford Limited	Oakley Court, Maybank Avenue, Wembley (HA0 2SX)	MX64136
226.	CH Chesterford Limited	10, 10a, 12 and 12a Ranelagh Road, Wembley (HA0 4TP)	MX301560
227.	CH Chesterford Limited	2,4,8,10,16,26 and 32 Steeplestone Close, 4,6,12, and 20 to 34 (even numbers) 3,9,15,17,19,23 27,29 and 35 Petersfield Close, and 68 72 to 78 (even numbers) 84, 90, 94 96, 98, 102, 104, 108 and 112 Pasteur Gardens	MX416720
228.	CH Chesterford Limited	120, 122, 130, 132 and 138 Pasteur Gardens, Edmonton, (N18 1AW)	NGL205628
229.	CH Chesterford Limited	20 St Charles Square, London (W10 6EE)	301367
230.	CH Chesterford Limited	51/53, Riding House Street, London (W1W 7EB)	310515
231.	CH Chesterford Limited	1 to 23 (odd) Reading Road, Northolt (UB5 4PG)	MX25849
232.	CH Chesterford Limited	57, 57A, 59, 59A, 61, 61A, 63, 63A, 65, 65A, 67, 67A, 69, 69A, 71, 71A, 73, 73A, 75, 75A, 77, 77A, 79, 79A, 81, 81A, 83, 83A, 85, 85A, 87, 87A Reading Road, Northolt	MX39729
233.	CH Chesterford Limited	25 to 55A (odd numbers), Reading Road, Northolt (UB5 4PQ)	MX50464
234.	CH Chesterford Limited	13 and 15 Sellincourt Road, London (SW17 9RX)	TGL232666
235.	CH Chesterford Limited	2 to 8 (even), 14 and 16 St Stephens Road, Hounslow (TW3 2AX)	AGL126242
236.	CH Chesterford	71 Santos Road, London (SW18 1NT)	LN58348

	Limited		
237.	CH Chesterford Limited	35 Seagrave Road, London (SW6 1SA)	LN109552
238.	CH Chesterford Limited	75 St Georges Drive, London (SW1V 4DB)	NGL326970
239.	CH Chesterford Limited	65 Shuttleworth Road, London (SW11 3DJ)	SGL179011
240.	CH Chesterford Limited	29 Trewint Street, London (SW18 4HB)	TGL139011
241.	CH Chesterford Limited	103 Southwark Bridge Road, London	LN230797
242.	CH Chesterford Limited	1 to 66 Sudbury Croft, land and buildings adjoining and the site of the roadway known as Sudbury Croft, Wembley	MX471188
243.	CH Chesterford Limited	Part of 68 Walm Lane, Willesden, (NW2 4RA)	NGL749750
244.	CH Chesterford Limited	First and second floor flats 58a, 58b, 60a, 60b, 62a, and 62b Walm Lane, Willesden, London (NW2 4RA) and the ground floor entrances and staircases leading thereto and back garden ground	NGL831530
245.	CH Chesterford Limited	22 Stoneleigh Broadway, Epsom garden ground and parking spaces (KT17 2HU)	SY669365
246.	CH Chesterford Limited	17 and, 17a Thrale Road, London (SW16 1NS)	TGL132750
247.	CH Chesterford Limited	25 to 35 (inclusive) Whittlesey Street, London (SE1 8TA)	TGL233546
248.	CH Chesterford Limited	26 Westgate Terrace, London (SW10 9BJ)	225639
249.	CH Chesterford Limited	7 Wetherby Place, London (SW7 4NG) and 43 Rosary Gardens, London (SW7 4NQ)	BGL24762
250.	CH Chesterford Limited	26 to 48 (even) Wetherby Mansions, Earl's Court Square, London	NGL212774
251.	CH Chesterford Limited	Parts of the basement to third floors 95 to 101 (odd) Westbourne Grove and 20 Monmouth Road, London	NGL748282
252.	CH Chesterford Limited	Wick Hall, Furze Hill, Hove (BN3 1NF)	SX145923
253.	CH Chesterford Limited	Garage 3, Whyteleafe Court, Caterham	SY545242
254.	CH Chesterford Limited	2, 4, 8, 10, 14, 16, 18, 30 and 40 Wolves Lane, 74, 76, 84, 90, 94, 100, 104, 106 and 110 Grenoble Gardens and 77, 79, 101, 113, 115, 80, 86, 98, 102, 106, 108, 112, 114 and 122 Upsdell Avenue, Southgate	MX416712
255.	CH Chesterford Limited	67 Yeldham Road, Hammersmith, London, (W6 8JQ)	420059
256.	CH Chesterford Limited	57 Woldham Road, Bromley (BR2 9LA)	K22073
257.	CH Chesterford Limited	61 Woldham Road, Bromley (BR2 9LA)	K43870
258.	CH Chesterford Limited	Wiltern Court, 29 Shoot-up Hill, Edgware Road	MX413653

259.	CH Chesterford Limited	180 Willesden Lane, London (NW6 7PP)	MX413654
260.	CH Chesterford Limited	Land on the East side of Turners Mill Road, Haywards Heath	SX48944
261.	CH Chesterford Limited	17 St Charles Square, London (W10 6EF)	252938
262.	CH Chesterford Limited	69-71 Yeldham Road, London (W6 8JQ)	420060
263.	CH Chesterford Limited	71 Yeldham Road, London (W6 8JQ)	420061
264.	CH Chesterford Limited	31 Winton Avenue and passageway at the back and side of 31 Winton Avenue 59 Winton Avenue and passageway at the back of 59 Winton Avenue Passageway at the back of 53 Winton Avenue Passageway at the back of 57 Winton Avenue Passageway at the back and side of 61 Winton Avenue	EGL192102
265.	CH Chesterford Limited	Land at the back of 40 Trebovir Road, London (SW5 9LU)	LN110279
266.	CH Chesterford Limited	Land at the back of 58 Grenoble Gardens, Palmers Green	NGL205615
267.	CH Chesterford Limited	21a Bramley Crescent, Ilford (IG2 6DA)	EX36149
268.	CH Chesterford Limited	213 and, 213A Balmoral Drive, Hayes (UB4 0AA)	MX272583
269.	CH Chesterford Limited	60 And, 60a Crossmead Avenue, Greenford (UB6 9TZ)	NGL179186
270.	CH Chesterford Limited	1 Redcliffe Gardens, London, SW10 9BG	NGL254653

Part 3: Insurances

Insurer	Policy number
AXA Insurance UK Plc	LP BDX 6865767

SCHEDULE 2: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY TENANT

To: [Insert name and address of relevant party]

Dated: [◆] 20[◆]

Dear Sirs

RE: [DESCRIBE LEASE] DATED [◆] 20[◆] BETWEEN (1) YOU AND (2) [◆] (THE "LEASE")

1. We give notice that, by a debenture dated [◆] 2019 (the "Debenture"), we have granted a security interest in favour of Bank J. Safra Sarasin (Gibraltar) Ltd, London Branch (the "Lender") over all our present and future right, title and interest in and to the Lease including all rights and remedies in connection with the Lease and all monies from time to time due to us arising under the Lease.
2. All monies payable by you to us pursuant to, under or in connection with the Lease shall be paid into our account entitled Rental Income Account with [◆] [name of bank] (account number [◆] and sort code [◆]), unless and until you receive written notice from the Lender to the contrary, in which event you should make all future payments as then directed by the Lender. This authority and instruction is irrevocable without the prior written consent of the Lender.
3. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Lender at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Lease as the Lender may from time to time request;
 - (b) to pay or release all or any part of the sums from time to time due and payable by you to us under the Lease only in accordance with this notice or the written instructions given to you by the Lender from time to time;
 - (c) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Lease which you receive at any time from the Lender without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
 - (d) to send copies of all notices and other information given or received under the Lease to the Lender.
4. We are not permitted to receive from you, otherwise than through the Lender, any amount in respect of or on account of the sums payable to us from time to time under the Lease or to agree any amendment or supplement to, or waive any obligation under, the Lease without the prior written consent of the Lender.
5. We will remain liable to you to perform the obligations of the landlord under the Lease. Neither the Lender nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Lease.
6. This notice may only be revoked or amended with the prior written consent of the Lender.

7. Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that:
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Lease and you will notify the Lender promptly if you should do so in future;
 - (c) you have made all necessary arrangements for all future payments under the Lease to be made to the account specified in paragraph 2 of this notice; and
 - (d) you will not exercise any right to terminate the Lease or take any action to amend or supplement the Lease without the prior written consent of the Lender.
8. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[Name of Chargor]

[On copy]

To: Bank J. Safra Sarasin (Gibraltar) Ltd, London Branch
as Lender
47 Berkeley Square
London
W1J 5AU

Copy to: [Name of Chargor]

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph 7 of the above notice.

for and on behalf of
[◆]

Dated: [◆] 20[◆]

SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To: [Insert name and address of insurer]

Dated: [◆] 20[◆]

Dear Sirs

RE: [DESCRIBE INSURANCE POLICIES] DATED [◆] 20[◆] BETWEEN (1) YOU AND (2) [◆]

1. We give notice that, by a debenture dated [◆] 2019 (the "Debenture"), we have assigned to Bank J. Safra Sarasin (Gibraltar) Ltd, London Branch (the "Lender") all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the "Policies") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Lender at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Lender may from time to time request;
 - (b) to hold all sums from time to time due and payable by you to us under the Policies in excess of £100,000 to the order of the Lender;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies in excess of £100,000 only in accordance with the written instructions given to you by the Lender from time to time;
 - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Lender (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
 - (e) to send copies of all notices and other information given or received under the Policies to the Lender.
3. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Lender's interest as first loss payee in relation to the sums in excess of £100,000 and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above.
4. We are not permitted to receive from you, otherwise than through the Lender, any amount in respect of or on account of the sums payable to us from time to time under the Policies in excess of £100,000 or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of the Lender.
5. This notice may only be revoked or amended with the prior written consent of the Lender.
6. Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that:

- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
- (b) you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Lender promptly if you should do so in future;
- (c) you will not permit any sums payable to us to be paid to us or any other person under or pursuant to the Policies in excess of £100,000 without the prior written consent of the Lender; and
- (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without first giving to the Lender not less than 14 days' written notice.

7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[Name of Chargor]

[On copy]

To: Bank J. Safra Sarasin (Gibraltar) Ltd, London Branch
as Lender
47 Berkeley Square
London
W1J 5AU

Copy to: [Name of Chargor]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph 6 in the above notice.

for and on behalf of
[◆]

Dated: [◆] 20[◆]

EXECUTION PAGES

THE CHARGORS

Executed as a deed, but not delivered until the)
first date specified on page 1, by ABBEY)
COMMERCIAL LTD acting by:)

Director BARRY ACKERMAN

Witness signature [REDACTED]

Witness name: DIPINDER SUREY

Witness address: Hamllns LLP
Roxburghe House
273-287 Regent Street
London
W1B 2AD
DX 53803 Oxford Circus North

Address: 113 Brent Street
London
NW4 2DX

Facsimile No: N/A

Attention: The Directors

Executed as a deed, but not delivered until the)
first date specified on page 1, by CH)
CHESTERFORD LIMITED acting by:)

Director BARRY ACKERMAN

Witness signature [REDACTED]

Witness name: DIPINDER SUREY

Witness address: Hamllns LLP
Roxburghe House
273-287 Regent Street
London
W1B 2AD
DX 53803 Oxford Circus North

Address: 113 Brent Street
London
NW4 2DX

Facsimile No: N/A

Attention: The Directors

Executed as a deed, but not delivered until the)
first date specified on page 1, by DOWNHAM)
LTD acting by:)

Director BARRY ACKERMAN

Witness signature

Witness name:

Witness address:

DIPINDER SUREY
Hamline LLP
Roxburghe House
273-287 Regent Street
London
W1B 2AD
DX 53803 Oxford Circus North

Address: 113 Brent Street
London
NW4 2DX

Facsimile No: N/A

Attention: The Directors

Executed as a deed, but not delivered until the)
first date specified on page 1, by DOWNHAM)
(NOMINEES) LIMITED acting by:)

Director BARRY ACKERMAN

Witness signature

Witness name:

Witness address:

DIPINDER SUREY
Hamline LLP
Roxburghe House
273-287 Regent Street
London
W1B 2AD
DX 53803 Oxford Circus North

Address: 113 Brent Street
London
NW4 2DX

Facsimile No: N/A

Attention: The Directors

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
ROADRUNNER PROPERTIES LIMITED)
acting by:

Director BARRY ACKERMAN

Witness signature [REDACTED]

Witness name: DIPINDER SUREY

Witness address: Hamllins LLP
Roxburghe House
273-287 Regent Street
London
W1B 2AD
DX 53803 Oxford Circus North

Address: 113 Brent Street
London
NW4 2DX

Facsimile No: N/A

Attention: The Directors

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
SLEDGEHAMMER HOLDINGS COMPANY)
LIMITED acting by:)

Director BARRY ACKERMAN

Witness signature [REDACTED]

Witness name: DIPINDER SUREY

Witness address: Hamllins LLP
Roxburghe House
273-287 Regent Street
London
W1B 2AD
DX 53803 Oxford Circus North

Address: 113 Brent Street
London
NW4 2DX

Facsimile No: N/A

Attention: The Directors

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
SLEDGEHAMMER PROPERTIES)
LIMITED acting by:)

Director BARRY ACKERMAN

Witness signature [REDACTED]

Witness name: DIPINDER SUREY

Witness address: Hamllns LLP
Roxburghe House
273-287 Regent Street
London
W1B 2AD
DX 53803 Oxford Circus North

Address: 113 Brent Street
London
NW4 2DX

Facsimile No: N/A

Attention: The Directors

Executed as a deed, but not delivered until the)
first date specified on page 1, by **VERONDY**)
LTD acting by:)

Director BARRY ACKERMAN

Witness signature [REDACTED]

Witness name: DIPINDER SUREY

Witness address: Hamllns LLP
Roxburghe House
273-287 Regent Street
London
W1B 2AD
DX 53803 Oxford Circus North

Address: 113 Brent Street
London
NW4 2DX

Facsimile No: N/A

Attention: The Directors

Executed as a deed, but not delivered until the)
first date specified on page 1, by VINEHALL)
ESTATES LTD acting by:)

Director BARRY ACKERMAN

Witness signature [REDACTED]

Witness name: DIPINDER SUREY

Witness address: Hamllns LLP
Roxburghe House
273-287 Regent Street
London
W1B 2AD
DX 53803 Oxford Circus North

Address: 113 Brent Street
London
NW4 2DX

Facsimile No: N/A

Attention: The Directors

Executed as a deed, but not delivered until the)
first date specified on page 1, by VINEHALL)
(NOMINEES) LIMITED acting by:)

Director BARRY ACKERMAN

Witness signature [REDACTED]

Witness name: DIPINDER SUREY

Witness address: Hamllns LLP
Roxburghe House
273-287 Regent Street
London
W1B 2AD
DX 53803 Oxford Circus North

Address: 113 Brent Street
London
NW4 2DX

Facsimile No: N/A

Attention: The Directors

THE LENDER

Signed by _____ and _____)
for and on behalf of _____)
BANK J. SAFRA SARASIN)
(GIBRALTAR) LTD, LONDON)
BRANCH:

Signature _____
Authorised signatory

Signature _____
Authorised signatory

Address: 47 Berkeley Square
London
W1J 5AU

Facsimile No: 0207 514 1001

Attention: Barry Deasy