

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with this form

Please see 'How to pay' on the last page.

051426153

☒ **What this form is for**

You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**

You may not use this form to  
register a charge where there  
is an instrument. Use form MR08.

For further information, please

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**



\*S809PSAZ\*

SCT

28/02/2019

#58

COMPANIES HOUSE

THURSDAY

### 1 Company details

Company number 0 4 6 6 0 6 9 4

Company name in full S W Estates Limited

For official use

3

→ **Filling in this form**

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 1 d 2 m 0 m 2 y 2 y 0 y 1 y 9

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name C Hoare & Co

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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Particulars of a charge

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**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

ALL and WHOLE the dwellinghouse and others forming and known as 10a Glenrosa Place, Ardbeg Road, Rothesay, Isle of Bute, PA20 0NJ, registered in the Land Register of Scotland under Title Number BUT4351

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

8

**Trustee statement <sup>①</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

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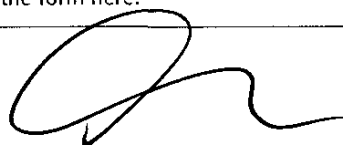
**Signature**

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Kenneth James Haward Soper
Company name	Campbell Boath
Address	Bank House
	1 Stirling Street
Post town	Dundee
County/Region	Angus
Postcode	D D 3 6 P J
Country	United Kingdom
DX	DX DD18, Dundee
Telephone	01382 200110



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'



### Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4660694

Charge code: 0466 0694 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2019 and created by SW ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2019.

P

Given at Companies House, Cardiff on 5th March 2019




**Companies House**



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

**STANDARD SECURITY**

Dundee
Date: 15/2/2019
Certified a true and complete copy
Signed: 
Notary Public

In this deed the expressions set out below in Column 1 shall have the meaning and effective respectively set opposite in column two, namely:

**Column 1**

**Column 2**

**Debtor**

**S W ESTATES LIMITED**, a Company incorporated under the Companies Acts in England (Registered Number 04660694) and having its Registered Office formerly at 4<sup>th</sup> Floor Cente Heights, 137 Finchley Road, London and now at 24 Cornwall Road, Dorchester, Dorset, DT1 1RX (referred to in the Schedule annexed as "the Mortgagor").

**Lender**

**C. HOARE & CO.**, a Company incorporated under the Companies Acts in England (Registered Number 00240822) and having its Registered Office at 37 Fleet Street, London, EC4P 4DQ (referred to in the Schedule annexed as "the Bank").

**Property**

10A Glenrosa Place, Ardbeg Road, Rothesay, Isle of Bute, PA20 0NJ.


The Debtor hereby undertakes to pay to the Lender all sums due and which may become due to the Lender, including any further advance or re-advances, in any manner of way by the Debtor, with interest computed in accordance with the Facility Letter issued by the Lender to the Debtor, dated 3<sup>rd</sup> January, 2018, a copy of which said Facility Letter is annexed and executed as relative hereto; Declaring that a certificate signed by the Lender shall ascertain and constitute absolutely the amount balance of principal and interest due to the Lender by the Debtor at the date of such certificate; FOR WHICH obligations the Debtor grants a Standard Security in favour of the Lender over the Property being ALL and WHOLE the dwellinghouse and others forming and known as Ten A Glenrosa Place, Ardbeg Road, Rothesay, Isle of Bute, PA20 0NJ, registered in the Land Register of Scotland under Title Number BUT4351; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) and as varied by the Schedule of Conditions made by the Lender, a copy of which is annexed and executed as relative hereto and referred to for its terms and a copy of which is hereby acknowledged by the Debtor and any lawful variation thereof operative for the time being shall apply; Declaring that the words and expressions which are incorporated in the foregoing variation and which are defined in the said Act or in the Schedule thereto shall be deemed to be so defined for the purposes of these presents; And the Debtor grants warrandice but excepting

therefrom the current leases and/or rights of possession affecting the Property; And the Debtor consents to registration hereof for execution: IN WITNESS WHEREOF presents, consisting of this and the preceding page, are together with the Facility Letter and Schedule of Conditions referred to, are executed as follows, namely: - they are subscribed by the said S W Estates Limited and signed for them and on their behalf by Patrick William Alexander Airy, one of their Directors, at Bridport on the Twentieth day of February Two Thousand and Eighteen before this witness, Thomas Michael James Goatly, Solicitor of Nine Chancery Lane, Bridport.



**T.M.J. Goatly**  
Solicitor  
**Kitson and Trotman**  
9 Chancery Lane, Bridport  
Dorset. DT6 3PX



Dundee
Date: 15/2/2018
Certified a true and complete copy
Signed: 
Notary Public

This is the Facility Letter referred to in the foregoing Standard Security by S W Estates Limited in favour of C. Hoare & Co



37 Fleet Street, London  
EC4P 4DQ  
T: 020 7353 4522  
F: 020 7353 4521  
www.hoaresbank.co.uk

The Secretary  
SW Estates Limited  
Innsacre Farm House  
Shipton Gorge  
Bridport  
Dorset  
DT6 4LJ

Our Ref: MAN/JF/F045388

3<sup>rd</sup> January 2018

Sir,

SW Estates Limited

I refer to my recent correspondence with Mr Patrick Airy and confirm that C. Hoare & Co. (the "Bank") will be pleased to make available to the Company the under-mentioned facility (the "Facility"), subject to the following terms and conditions:

Please note that this offer is subject to the satisfactory completion of our due diligence requirements.

Facility

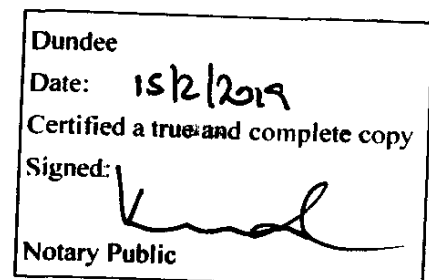
Loan - £250,000.

Purpose of Loan

To assist with the purchase of a Buy to Let property.

Term and Repayment

The Loan facility has no fixed duration but it is repayable on demand. This means that the Bank can ask you to repay the Loan in part or in full at any time. We will act reasonably when considering whether to ask you to repay the Loan and we will generally try to give



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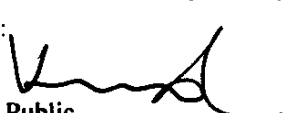
.../2.

The following is not intended to be exhaustive but merely to provide a guideline. By instructing you, the Bank relies entirely upon your professional skill and would expect you to advise on any matters which might affect either the security to be granted or the Bank's decision to lend.

The Bank requires:-

1. A solicitor other than the solicitor acting for SW Estates Ltd to act on the Bank's behalf. Please let me know the name of the solicitor who will be acting for the Bank.
2. A full Report on Title and your confirmation that the property has a good and marketable Title which may be safely accepted by the Bank for the transaction in question. In addition, please report any burden or other matter, relevant at the present time, which is likely to prejudice the market value of the property or its marketability.
3. Local and all other relevant Searches to be made as soon as possible, be valid and not more than 3 months old at the date of completion, or your confirmation that the Bank can rely on any searches that are older than 3 months. Please report any findings which may adversely affect the property and therefore the Bank's security.
4. You to let me know if it is apparent from the title that any transaction has taken place in connection with the property within the last five years at an undervalue.
5. You to provide details of the Tenancy Agreement and whether the tenant has security of tenure. Alternatively if the property is currently vacant and to be let in the future, please advise the mortgagor(s) that, in accordance with the terms of the Legal Charge, it is necessary for the Bank to give consent for the grant of any lease or tenancy. So far as the first letting is concerned, there is no objection to the property being let provided (i) I receive details of the proposed Tenancy Agreement, and (ii) it is let on an assured Shorthold Agreement so that the tenant does not obtain security of tenure.
6. Details of the insurance arrangements for the buildings which should be index-linked and cover comprehensive risks including subsidence, heave and landslip. Please arrange for the Bank's interest as mortgagee to be noted on the insurance policy and provide a copy of the updated insurance schedule, prior to completion.
7. Please advise us of the level of your Firm's Professional Indemnity cover. Please also be aware that if the level of cover does not meet the value of the property being charged as security, the Bank would require a further policy to be put in place by you for this transaction.

The Bank's standard form of Legal Charge is enclosed for completion and execution by the mortgagor(s) and after the Legal Charge has been executed, please:-

Dundee
Date: 15/2/2009
Certified a true and complete copy
Signed: 
Notary Public

Contd/..



.../3.

- a. Carry out the appropriate registration formalities including registration in accordance with clause 9 of the Legal Charge with the Registers of Scotland, Land or Sasine Register, as appropriate and also including registration at the Companies House Registration Office within 21 days of completion.
- b. I require the original Legal Charge and Office Copies of the Registry entries confirming that the Legal Charge has been registered, together with a copy of the buildings insurance Endorsement of the Bank's interest, to be sent to the Bank.

I certify that these instructions comply with Chapter 3 of the Solicitors' Regulation Authority Code of Conduct 2011. It is not intended that any of these instructions should fall outside the scope of the said Code. The Bank is prepared to accept the written Report on Title required by way of the form Certificate of Title referred to in IB (3.7) of the Solicitors' Regulation Authority Code of Conduct 2011.


I would mention that all costs incurred in connection with the preparation of the security will be for the account of SW Estates Ltd and would ask that you agree with them any fees due in this regard, prior to incurring any such costs.

I look forward to receiving confirmation that you are prepared to act for the Bank. If you have any queries or would like any further information, please contact me.

Yours sincerely,

Jennifer Hart  
Banking Security Assistant

Patricia A

Dundee
Date: 15/2/2022
Certified a true and complete copy
Signed: 
Notary Public

This is the Schedule of Conditions referred to in the foregoing Standard Security by S W Estates Limited in favour of C. Hoare & Co.

It is agreed as follows:

**1. Definitions and interpretation**

**1.1 Definitions**

In this Deed:

"1974 Act,, means the Consumer Credit Act 1974

"2000 Act,, means the Financial Services and Markets Act 2000


"Applicable Regulation,, means:

- (a) the 1974 Act;
- (b) the 2000 Act;
- (c) the RAO;
- (d) the MCD Order; and
- (e) any subsequent regulations that govern the terms on which the Bank can make an advance to the Mortgagor

"Business Day" means a day (other than Saturday or Sunday) that banks are open for business in London and, where the Mortgagor is incorporated in a jurisdiction other than England and Wales, the jurisdiction or jurisdictions in which the Mortgagor is incorporated

"Expenses" means:

- (a) in relation to a liability arising under any Facility Agreement or any Guarantee, costs and expenses with interest thereon as provided for in that Facility Agreement or Guarantee (as the case may be); and
- (b) in relation to any other liability, all legal and other costs and expenses with interest thereon incurred by the Bank (on a full indemnity basis) at any time in connection with:
  - (i) the Property, any other Secured Asset or the Secured Liabilities; or
  - (ii) the taking or perfecting of this Deed; or

Dundee
Date: 15/2/2009
Certified a true and complete copy
Signed: 
Notary Public

- (iii) the preserving, defending or enforcing of the security created by this Deed; or
- (iv) the exercise of any power under this Deed or otherwise,

together with Interest on those costs from and including the date they are incurred

"Facility Agreement,, means any agreement entered into between the Bank and the Mortgagor that evidences the Secured Liabilities including, but not limited to, any Regulated Agreement or any Overdraft Agreement

"Guarantee" means any guarantee entered into by the Mortgagor in favour of the Bank that evidences the Secured Liabilities

"Interest" means interest at the rate or rates charged to the Mortgagor by the Bank from time to time:

- (a) in relation to a liability arising under any Facility Agreement or Guarantee, as provided for in that agreement; and
- (b) in relation to any other liability, as set out in the "Guide to Your Accounts,, calculated on a daily basis (notwithstanding any demand made or judgment obtained by the Bank) to the date of payment or discharge of the liability and compounded according to agreement

"MCD Order,, means the Mortgage Credit Directive Order 2015

"Overdraft Agreement" means a debtor-creditor agreement:

- (a) regulated by the 1974 Act and enabling the debtor to overdraw on a current account; or
  - (b) permitted by any subsequent Applicable Regulation
- and which expressly states that the advance is secured by this Deed

"Party,, means a party to this Deed

"Policy" means each policy of insurance in respect of any Secured Asset present and future in which the Mortgagor has an interest (other than policies in respect of third party liability) together with all monies payable in respect of any such policy

"Property,, means the property described in the First Schedule to this Deed and includes:

- (a) any part of it; and
- (b) all buildings and fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed which are situated on, or form part of, the Property at any time

"RAO" means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001


"Receiver" means any receiver or manager appointed by the Bank in respect of the Mortgagor or any of the Secured Assets

"Regulated Agreement" means an agreement for an advance by the Bank:

- (a) by way of loan account which is a regulated agreement as defined by the 1974 Act;
- (b) which is an Overdraft Agreement;
- (c) a regulated mortgage contract as defined in the RAO;
- (d) a consumer buy-to-let mortgage contract under the MCD Order; or
- (e) permitted by any subsequent Applicable Regulation,

and which expressly states that the advance is secured by this Deed

"Secured Assets" means in respect of the Mortgagor, all of its assets and undertakings the subject of or expressed to be the subject of, any Security created by, under or supplemental to this Deed, in favour of the Bank

Dundee	15/2/2022
Date	
Certified a true and complete copy	
Signed:	
Notary Public	

"Secured Liabilities" means all moneys and liabilities in any currency which may now or after the date of this Deed be owing or incurred by the Mortgagor to the Bank on any account in any manner or in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with another or others, as principal or as surety together with the Bank's charges and commission, Interest and Expenses, but excluding any liability arising under any agreement regulated by Applicable Legislation other than a Regulated Agreement or an Overdraft Agreement

"Security,, means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect

## 1.2 Interpretation

- (a) Headings and sub-headings are for ease of reference only and do not affect the interpretation of this Deed.
- (b) Unless a contrary indication appears, a reference in this Deed to:
  - (i) a clause and schedule are to clauses of and schedules to, this Deed;
  - (ii) "the Bank", "the "Mortgagor", "any Party" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
  - (iii) "assets" may include, where relevant, present and future properties, revenues and rights of every description (including any right to receive such revenues);
  - (iv) "dispose" includes any sale, lease, licence, transfer or loan;
  - (v) "writing" or "written" includes faxes but not email; and
  - (vi) the Insolvency Act 1986 includes any amendments made to that Act by the Limited Liability Partnerships Regulations 2001 (SI 2001/1090).

## 1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Facility Agreement or Guarantee, 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 or any other document issued or entered into under or in connection with it.
- (b) Unless expressly provided to the contrary in any Facility Agreement or Guarantee, the consent of any person who is not a Party is not required to cancel or vary this Deed or any other document entered into under or in connection with it.

## 1.4 Deed

This Deed is intended to take effect as a deed notwithstanding the fact that the Bank may execute this Deed under hand (which means it may be signed by the Bank rather than signed by the Bank and witnessed).

## 1.5 Incorporated terms

The terms of the Facility Agreements, the Guarantees and of any side letters relating to the Facility Agreements or the Guarantees and the Secured Liabilities are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989. This legislation would otherwise require all of the terms which the Bank and the Mortgagor have expressly agreed to be included in one document.


### 2. Covenant to Pay

The Mortgagor will pay and discharge the Secured Liabilities from time to time on demand when they fall due for payment and discharge.

### 3. Charging Clause

The Mortgagor with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities:

- (a) charges the Property to the Bank by way of legal mortgage;

Notary Public  
Signed:   
Date: 15/12/2009  
Certified a true and complete copy

(b) charges by first fixed charge:

- (i) the proceeds of sale of the whole or any part of the Property and any other monies paid or payable in respect of or in connection with the Property and all licenses to enter in or use the Property (or any part of it);
  - (ii) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Mortgagor in respect of the whole or any part of the Property and any monies paid or payable in respect of those covenants;
  - (iii) the benefit of all agreements (including, without limitation, any agreement for sale or agreement for lease), instruments and rights in respect of the whole or any part of the Property;
  - (iv) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them; and
  - (v) the Policy and any other insurance policies from time to time; and
- (c) assigns the proceeds of any insurance from time to time affecting the whole or any part of the Property and shall remain liable to perform all obligations under the Policy.

**4. Notice of assignment**

- (a) At the request of the Bank, the Mortgagor shall give notice (in a form acceptable to the Bank) to each insurer under each Policy that the Mortgagor has assigned to the Bank all its right, title and interest in that Policy.
- (b) The Mortgagor shall give the notice referred to in clause 4(a):
- (i) in the case of each Policy subsisting at the date of this Deed, on the date of this Deed; and
  - (i) in the case of each Policy coming into existence after the date of this Deed, on that Policy being put on risk.
- (c) The Mortgagor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in a form acceptable to the Bank within 5 Business Days of that notice being given.

**5. Continuing Security**

The Security created by this Deed is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities and shall remain in full force and effect regardless of any intermediate payment or discharge by the Mortgagor or any other person of the whole or any part of the Secured Liabilities; and

is in addition to any other Security held by the Bank now or at any time in the future for the Secured Liabilities (or any of them) and may be enforced without first having recourse to any other rights of the Bank.

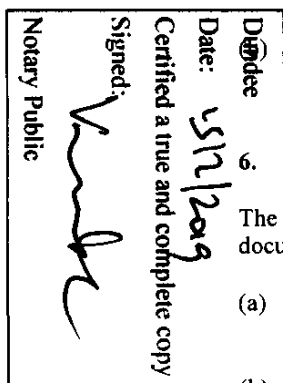
**6. Further Assurance**

The Mortgagor will at the request of the Bank and at the cost of the Mortgagor promptly execute any deed or document and take any action reasonably required by the Bank:

- (a) to create, perfect, protect or maintain the Security created or intended to be created under or evidenced by this Deed; and/or
- (b) to facilitate its realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed. This includes taking the assets into possession and selling them.

**7. Representations and Warranties**

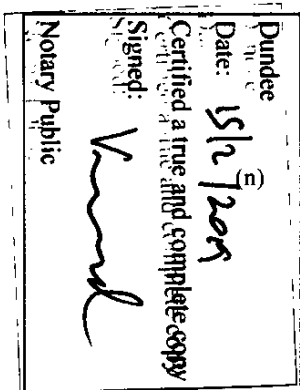
- (a) The Mortgagor is the legal and (except where the Mortgagor enters into this Deed as a trustee) beneficial owner of the Property and has good and marketable title to the Property.



- (b) The Property and each other Secured Asset is free from restrictions and onerous covenants and any Security other than the Security created by this Deed or Security that has been subordinated to the Security created by this Deed on terms acceptable to the Bank.
- (c) The Mortgagor has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.
- (d) There are no covenants, agreements, reservations, stipulations conditions, interests, rights or other matters whatsoever, which adversely affect the Property.
- (e) Nothing has arisen, has been created or is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or a registered disposition over the Property.
- (f) No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the insolvency or bankruptcy of the Mortgagor (including for the avoidance of doubt, the insolvency or bankruptcy of the Mortgagor within the meaning of any applicable laws of any relevant jurisdiction or otherwise.
- (g) The Mortgagor satisfies the solvency test within the meaning of any applicable laws of the jurisdiction of its incorporation.
- (h) There is no prohibition on the Mortgagor assigning its rights in the Property or any other Secured Asset and the entry into this Deed by the Mortgagor does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Mortgagor or its assets.
- (i) No breach of any law, regulation or covenant is outstanding which adversely affects or might reasonably be expected to adversely affect the value, saleability or use of the Property.
- (j) All facilities necessary for the enjoyment and use of the Property (including those necessary for the carrying on of its business at the Property) are enjoyed by the Property or any other Secured Asset.
- (k) None of the facilities referred to in clause 7(i) above are enjoyed on terms:
  - (i) entitling any person to terminate or curtail its use of the Property or any other Secured Asset; or
  - (ii) which conflict with or restrict its use of the Property or any other Secured Asset.
- (l) The Mortgagor holds the Property free from any lease or licence (other than those entered into in accordance with this Deed).
- (m) Where the Mortgagor is a corporate body:
  - (i) it is duly incorporated or established and validly existing under the laws of its jurisdiction of incorporation;
  - (ii) it has the necessary power and corporate capacity to enter into this Deed, to execute and deliver this Deed and to exercise its rights and perform its obligations under this Deed;
  - (iii) it has taken all necessary corporate and other action to authorise the entry into, delivery and performance of its obligations under this Deed;
  - (iv) it has the power to own its assets and carry on its business as it is being conducted; and
  - (v) no limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by this Deed.

Where the Mortgagor is a trustee[s] of a trust:

- (i) the trust is a duly established, constituted and validly existing trust under the laws of its jurisdiction of establishment and the trust has not been terminated and no steps have been taken to terminate the trust;
- (ii) the trustee[s] of the trust have the power, capacity and authority under the trust deed, and are authorised by the trust to enter into this Deed in their capacity as trustee[s] on behalf of the trust;



- (iii) the trustee[s] of the trust are the current and only trustee[s] of the trust and have been validly appointed; and
- (iv) the trustee[s] are authorised to execute this Deed in their capacity as trustee[s] of the trust on behalf of the trust, to deliver this Deed and to exercise its rights and perform its obligations under it.

(o) Where the Mortgagor is a limited or general partnership:

- (i) the partnership is duly established and validly existing under the laws of its jurisdiction of incorporation;
- (ii) it has the power and authority to enter into this Deed and to execute and deliver this Deed and to exercise its rights and perform its obligations under this Deed;
- (iii) each partner has taken all necessary action required under the partnership agreement and its constitutional documents to authorise the entry into, delivery and performance of their obligations under this Deed;
- (iv) the partnership agreement which has been provided to the Bank is in full force and effect and has not been amended, superseded or revoked as at the date of this Deed; and
- (v) if a limited partnership acting by its general partner, that general partner is the only general partner of the partnership.

(p) Where the Mortgagor is an individual:

- (i) the individual is over 18 years of age and has full power, capacity, authority and legal right to enter into and perform his/her obligations under this Deed.
- (ii) the individual is alive and not, by reason of illness or incapacity, incapable of managing his own affairs or a patient under any mental health legislation.

#### 8. Restrictions on Mortgagor

The Mortgagor will not without the prior written consent of the Bank:

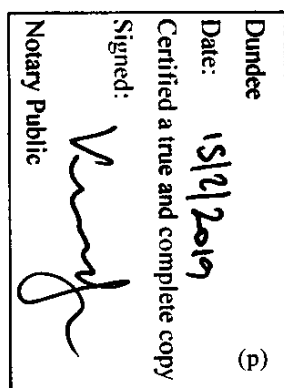
- (a) create or permit to arise any Security of, on or over the whole or any part of the Property or any other Secured Asset;
- (b) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, charge, secure or otherwise dispose of the whole or any part of the Property or any other Secured Asset;
- (c) let any person into occupation of or share occupation of the whole or any part of the Property or allow any person to become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property; or
- (d) enter into any onerous or restrictive obligations affecting the whole or any part of the Property, or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

#### 9. Land Registry - Application for restriction and further advances

- (a) The Mortgagor applies to the Land Registry for registration of the following restriction in the Proprietorship Register of the Property title to which is registered or is required to be registered at the Land Registry (including any unregistered properties subject to compulsory first registration at the date of this Deed):

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [the date of this Deed] in favour of C. Hoare & Co. referred to in the charges register."*

- (b) Each Mortgagor confirms that so far as any of the Property is unregistered, such land is not affected by any unregistered interests which override first registration.



- (c) Where the Bank is, subject to the terms of any Facility Agreement, under an obligation to make further advances to the Mortgagor, this security has been made for securing such further advances, where such further advances constitute Secured Liabilities within the meaning of this Deed, and the Bank and the Mortgagor by this Deed consent to an application being made to the Land Registry to enter a note of such obligation on the Charges Register of any registered land (and any unregistered properties subject to compulsory first registration at the date of this Deed) forming part of the Property.

#### 10. Appropriations

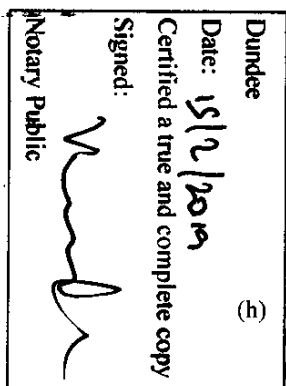
Until all amounts which may be or become payable by the Mortgagor(s) to the Bank have been paid in full, the Bank may:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by the Bank in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit, (whether against those amounts or otherwise) and no Mortgagor shall be entitled to the benefit of the same (which means the Mortgagor will not be permitted to use or have the benefit of those moneys, Security or rights held or received by the Bank); and
- (b) hold in an interest-bearing suspense account any moneys received from any Mortgagor or on account of any Mortgagor's liability under this Deed.

#### 11. Deferral of Mortgagor(s)' rights

Unless the Bank otherwise directs, the Mortgagor will not exercise any rights including any right of set off which it may have by reason of performance by it of its obligations to the Bank or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to receive a payment by another Mortgagor;
- (b) to claim any contribution from any other guarantor of any Mortgagor's obligations to the Bank;
- (c) to take the benefit (in whole or in part) of any rights of the Bank or of any other guarantee or Security taken by the Bank;
- (d) to bring legal or other proceedings for an order requiring another Mortgagor to make any payment, or perform any obligation, in respect of which such Mortgagor has given a guarantee, undertaking or promise to pay or any Security whether pursuant to this Deed or otherwise;
- (e) to exercise any right of set-off against another Mortgagor;
- (f) to claim or prove as a creditor of another Mortgagor in competition with the Bank.
- (g) if the Mortgagor is incorporated under the laws of Guernsey or Jersey:
- (i) it irrevocably and unconditionally waives and abandons any and all rights or entitlement which it has or may have under the existing or future laws of the jurisdiction in which it is incorporated, whether by virtue of the customary law rights of droit de discussion or otherwise, to require that recourse be had to the assets of any other person before any claim is enforced against it in respect of its obligations under this Deed or any Facility Agreement or any Guarantee; and
- (ii) it irrevocably and unconditionally waives and abandons any and all rights or entitlement which it has or may have under the existing or future laws of the jurisdiction in which it is incorporated, whether by virtue of the customary law right of droit de division or otherwise, to require that any liability under the guarantee contained herein or under any Guarantee or under any Facility Agreement be divided or apportioned with any other person or reduced in any manner; and
- (h) if a Mortgagor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Bank by the Mortgagor to be repaid in full on trust for the Bank and shall promptly pay or transfer the same to the Bank for application towards the Secured Liabilities.





## 12. Covenants by the Mortgagor


The Mortgagor covenants:

- (a) to keep the Property in good and substantial repair and condition and to keep the Property adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value;
- (b) not to do, or permit or omit to be done, anything which may depreciate, jeopardise, prejudice or adversely affect the value to the Bank of the Security created by or under this Deed;
- (c) not without the prior written consent of the Bank to make or apply to make any alteration to the Property which would require planning permission or approval under any building regulations or change or permit or allow the use of the Property to be changed;
- (d) to observe and perform all restrictive and other covenants and conditions affecting the Property;
- (e) to pay all rents reserved by and perform all the terms of any lease under which the Property is held;
- (f) punctually to pay all rates taxes and outgoings affecting the Property;
- (g) to send to the Bank within seven days of receipt, copies of any notice or order or proposal ("a Direction") issued, served or sent to the Mortgagor by any local or other authority or court in relation to the Property or any part of it;
- (h) to permit representatives of the Bank to enter the Property at all reasonable times and on reasonable notice to view the state of repair and condition of the Property and to ensure it is acting in compliance with the terms of this Deed;
- (i) to acquire, maintain and comply with the terms of all necessary environmental licences or laws and to notify the Bank promptly upon becoming aware of any claims stated or to its knowledge threatened at any time in respect of the Property under the legislation from time to time in force relating to environmental protection;
- (j) to use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Bank may require from time to time;
- (k) to carry out all applicable registrations and filings of this Deed within any applicable timeframe in order to perfect the security in its jurisdiction of incorporation;
- (l) where the Mortgagor is an individual and the Property is to be its main residence, to continue to use the property as its main residence and to not permit a person aged 17 or above to live in the property unless that person has executed and delivered to the Bank a deed (in form and substance satisfactory to the Bank) postponing any interest he/she may have in the Property to the Banks interest;
- (m) if requested by the Bank, to deposit with the Bank all deeds and documents to title relating to the Property and where not requested to deposit such deeds and document with the Bank to ensure that the same are held to the order of the Bank; and
- (n) promptly on becoming aware of any of the same, to give the Bank notice in writing of any breach of any term of this Deed, including without limitation, any representation, warranty, covenant or undertaking;

## 13. Insurance

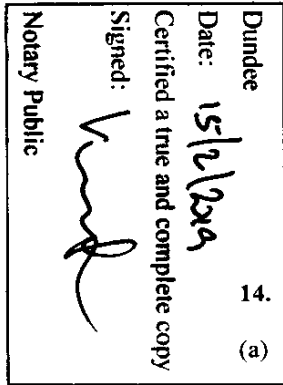
The Mortgagor will at all times insure the Property against all usual comprehensive risks (including, without limitation, fire, explosion, earthquake, storm, flood, terrorism, subsidence, landslip and heave) with a reputable insurer approved by the Bank acting reasonably and will ensure the Policy:

- (i) provides for a sum insured at least equal to the full estimated reinstatement cost of the Property together with architects, surveyors and other professional fees, demolition costs etc. on an index-linked basis;
- (ii) has the interest of the Bank as mortgagee of the Property noted and if required by the Bank, co-insured and first loss payee on the said policy;
- (iii) contains a standard mortgage condition whereby the insurance shall not be adversely affected or avoided as against a mortgagee in the event or as a result of any misrepresentation, act or neglect

**Bundee**  
Date: 15/12/2019  
Certified a true and complete copy  
Signed:   
Notary Public

or failure to make disclosure on the part of the insured party or any circumstances beyond the control of the insured party; and

- (iv) contains terms providing that it shall not be invalidated insofar as the Bank is concerned for failure to pay any premium due without the insurer first giving to the Bank not less than 14 days' written notice.
- (b) If the Property is leasehold and the terms of the lease require the landlord to insure the Property, the Mortgagor shall ensure that the landlord insures the Property on the terms set out in clause 13(a) of this Deed and its interest and the Bank's interest are noted on such insurance policy, or otherwise as the Bank may require.
- (c) The Mortgagor shall pay each insurance premium when due (and provide the Bank with evidence of the same on request). The Mortgagor shall not do anything which might adversely affect the insurance policy or breach any of its terms. The Mortgagor shall notify the Bank within 7 days of any circumstance likely to affect the validity of the insurance policy. The Mortgagor shall give the Bank copies of the relevant insurance policies and such other information in connection with them as the Bank may reasonably require. The Mortgagor shall notify the Bank in writing of all renewals, material variations and cancellations of policies made, threatened or pending.
- (d) Subject to any statutory or contractual restrictions, all proceeds of insurance relating to the Property at any time (whether or not the Security constituted by this Deed has become enforceable) shall:
  - (i) where the Property is the Mortgagor's principal private residence, at the direction of the Mortgagor, be either applied towards replacing or reinstating the Property or assets in respect of which the proceeds are received or be used to repay the Secured Liabilities. For the avoidance of doubt, if such proceeds are used to replace or reinstate the Property or assets, any surplus shall be used to repay the Secured Liabilities;
  - (ii) in all other circumstances, be immediately paid to the Bank or if they are not paid directly to the Bank by the insurers, be held, pending such payment, by the Mortgagor upon trust for the Bank and in such case, the Bank will, in its absolute discretion, determine whether to apply the proceeds in making good the relevant loss or damage, or in or towards the discharge of the Secured Liabilities.



#### 14. Power to Remedy

- (a) The Bank shall be entitled (but shall not be obliged) to remedy a breach at any time by the Mortgagor of any of its obligations contained in this Deed. Any monies expended by the Bank in remedying a breach by the Mortgagor of any of its obligations contained in this Deed shall be reimbursed by the Mortgagor to the Bank on demand on a full indemnity basis.
- (b) In remedying any breach in accordance with this clause, the Bank and its agents shall be entitled to enter onto the Property to comply with or object to any notice served on the Mortgagor relating to the Property and to take any action as the Bank may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

#### 15. Costs

The Mortgagor shall pay to, or reimburse the Bank on demand, on a full indemnity basis, all costs and liabilities incurred by the Bank, in relation to:

- (a) this Deed or the Property or any other Secured Asset;
- (b) the exercise of any of the rights, powers, discretions and remedies vested in the Bank and each Receiver by this Deed or by law;
- (c) any loss, damage, actions, proceedings, claims or demands arising out of or in consequence of or made pursuant to the legislation from time to time in force relating to environmental protection;
- (d) the enforcement of or the preservation of any rights under this Deed;
- (e) any responsibility on the part of the Bank in respect of any clean-up, repair or other corrective action; and/or
- (f) suing for, or recovering, any of the Secured Liabilities,

including, without limitation, the costs of any proceedings in relation to this Deed or the Secured Liabilities or incurred in or suffered by any default or delay by the Mortgagor in performing any of its obligations under this Deed. For the avoidance of doubt, the Bank shall be entitled to debit all such costs and liabilities from the Mortgagor's current account.

#### 16. Power of Attorney

The Mortgagor by way of security irrevocably appoints the Bank and each Receiver, jointly and also separately, to be the attorney and attorneys of the Mortgagor (with full powers of substitution and delegation) in the Mortgagor's name or otherwise and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign, execute, deliver and perfect all deeds, instruments and documents or take, continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this Deed or the exercise of any of their powers.

#### 17. Ruling Off

If the Bank receives notice (whether formally or informally given) of any new charge or interest affecting the Property, the Bank may open a new account or accounts for the Mortgagor. If the Bank does not open any new account it shall be treated as if it had done so at the time it received the notice. From that time, all payments made by or on behalf of the Mortgagor to the Bank shall be credited or treated as having been credited to the new account and shall not operate to reduce any part of the Secured Liabilities outstanding at the time the Bank received the notice.

#### 18. Valuation

(a) The Bank may, at any time, request a valuation of the Property.

(b) The Mortgagor shall promptly on demand, pay to the Bank the costs of:

- (i) the initial valuation;
- (ii) a valuation obtained by the Bank no more than once in any 36 month period;
- (iii) a valuation obtained by the Bank in connection with the compulsory purchase of all or any part of the Property;
- (iv) a valuation obtained by the Bank at any time which demonstrates that this Deed has become enforceable; and
- (v) a valuation obtained by the Bank at any time after this Deed becomes enforceable.

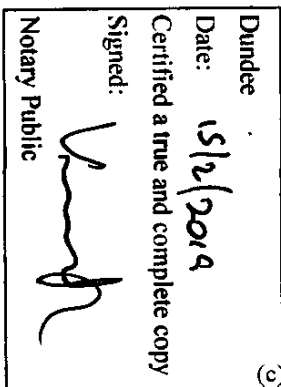
(c) The Mortgagor must supply to the Bank a copy of any valuation obtained by it, promptly upon obtaining it.

(d) Any valuation not referred to in clause 18(b) shall be at the cost of the Bank.

#### 19. Powers of Sale and Appointment of Receiver

At any time after:

- (a) the Bank demands payment of the Secured Liabilities (whether the relevant liability or liabilities is or are payable on demand or became payable under the terms of any Facility Agreement or any Guarantee);
- (b) the Mortgagor fails to comply with any of the provisions of this Deed or any Facility Agreement or any Guarantee;
- (c) any representation, warranty or statement made by the Mortgagor in relation to this Deed or any Facility Agreement or any Guarantee is (or proves to have been) incomplete, untrue, incorrect or misleading when made or deemed to be made;
- (d) the Mortgagor stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due;
- (e) by reason of actual or anticipated financial difficulties, the Mortgagor commences negotiations with one or more of its creditors with a view to rescheduling its indebtedness;
- (f) a bankruptcy order is made against the Mortgagor or any action or steps are taken or proceedings commenced for;



- (i) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Mortgagor, or
- (ii) a composition, compromise, assignment or arrangement with any creditor of the Mortgagor, or
- (iii) the appointment of a liquidator, Receiver, administrative Receiver, administrator, compulsory manager or other similar officer in respect of the Mortgagor or any of its assets, or
- (iv) the value of the Mortgagor's assets is less than its liabilities (taking into account contingent and prospective liabilities); or
- (v) enforcement of any Security over the assets of the Mortgagor;
- (g) any event occurs in relation to the Mortgagor that is analogous to those set out in clause 19(f) in any jurisdiction;
- (h) any expropriation, attachment, sequestration, distress or execution or analogous process in any jurisdiction affects any asset or assets of the Mortgagor and is not discharged within 14 days; or
- (i) the Mortgagor commences negotiations or enters into a composition or arrangement for the benefit of the Mortgagor's creditors,

the Bank shall have the power to:

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925 (the rights and powers contained in the Law of Property Act 1925 include allowing the Bank to take possession of any Secured Assets and sell them), as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets;
- (c) appoint a Receiver to all or any part of the Secured Assets and determine the remuneration of such Receiver; and/or
- (d) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed). The powers under section 101 of the Law of Property Act 1925 include the power to appoint a receiver of the income of the mortgaged property.

## **20. Statutory powers – general**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed. Section 103 of the Law of Property Act 1925 would otherwise prevent the Bank from taking any enforcement action until a certain period of time has passed. Section 93 of the Law of Property Act 1925 would otherwise allow the Mortgagor to redeem one mortgage without redeeming any others.
- (c) The statutory powers of leasing conferred on the Bank are extended so that, without the need to comply with any provision of section 99 or section 100 of the Law of Property Act 1925 (which would otherwise place restrictions on the leases which could be created and how they could be surrendered), the Bank is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit.
- (d) Each Receiver and the Bank is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers. Both the Law of Property Act 1925 and the Insolvency Act 1986 contain rights, powers, privileges and immunities for the benefit of mortgagees (such as the Bank) and receivers.

Dundee

Date: 15/2/2019

Certified a true and complete copy

Signed

Notary Public

**21. Amounts to become due**

If the Bank enforces the Security constituted by or under this Deed at a time when no amounts are due to the Bank but at a time when amounts may or will become so due, the Bank (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

**22. Mortgagee in possession - no liability**

Neither the Bank nor any Receiver will be responsible, by reason of entering into possession of a Secured 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 otherwise be responsible.

**23. Redemption of prior mortgages**

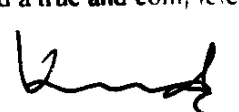
At any time after the Security created by or under this Deed has become enforceable, the Bank may, at the sole cost of the Mortgagor (payable to the Bank on demand):

- (a) redeem any prior form of Security over any Secured Asset;
- (b) arrange the transfer of that Security to itself; and/or
- (c) settle and pass (which means to pay off and discharge) the accounts of any prior mortgagee, chargee or Security which once so settled and passed shall be conclusive and binding on the Mortgagor.

**24. Powers of Receiver**

Any Receiver appointed by the Bank shall act as agent for the Mortgagor and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration and responsible on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Bank be in any way responsible for any misconduct, negligence or default of the Receiver and shall (in addition to the powers conferred by law) have power:

- (a) to take possession of and generally manage any Secured Asset;
- (b) to carry on and manage or concur in carrying on and managing any business carried on at the Property;
- (c) to carry out and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as the Receiver shall think fit;
- (d) to borrow any money from the Bank or others on the security of the Property or any other Secured Asset for the purpose of the exercise of any of the Receiver's powers;
- (e) to sell, lease or let or concur in selling, leasing or letting the Property, to terminate or accept surrenders of leases or tenancies of the Property and to grant or release any interest in or right over the Property in such manner and generally on such terms and conditions as the Receiver shall think fit;
- (f) to carry into effect and complete any transaction relating to the Property or any other Secured Asset by executing deeds or documents in the name of and on behalf of the Mortgagor or otherwise;
- (g) to take, continue or defend any proceedings and enter into any arrangement or compromise relating to the Property or any other Secured Asset which the Receiver shall think fit;
- (h) to make and effect all repairs, improvements and insurances to the Property which the Receiver shall think fit;
- (i) to appoint managers, officers, contractors and agents upon such terms as to remuneration or otherwise as the Receiver may determine;
- (j) to remove, store, sell or otherwise dispose of any goods, furniture or animals left by the Mortgagor at the Property and to account to the Bank for the net proceeds of any sale of such property (such proceeds being held by the Bank as a debt from the Bank to the Mortgagor);
- (k) to delegate his powers in accordance with clause 25 (Delegation).;

Dundee  
Date: 15/12/2009  
Certified a true and correct copy  
Signed:   
Notary Public

- (c) Any waiver of any right or remedy by the Bank under this Deed or by law is only effective if given in writing and signed by the Bank and shall not be deemed a waiver of any other breach or default. It applies only in the circumstances for which it is given, and shall not prevent the Bank from subsequently relying on the relevant provision.
- (d) No act or course of conduct or negotiation by or on behalf of the Bank shall, in any way, preclude the Bank from exercising any right or power under this Deed or constitute a suspension or variation of any such right or power.
- (e) No delay or failure to exercise any right or power under this Deed shall operate as a waiver.

#### 34. Joint Mortgagors

Where this Deed is made by two or more persons, the expression "the Mortgagor" shall include each and all of them and be construed so that:

- (a) their obligations are individual as well as joint;
- (b) references to the Secured Liabilities includes the liabilities of all or any one or more of them; and
- (c) notwithstanding the terms of any other provision of this Deed, where a Mortgagor has no liability to the Bank arising independently of this Deed, the Bank shall have no recourse against that Mortgagor or their assets, whether by way of court proceedings, any insolvency application or otherwise, in respect of that Mortgagor's obligations and liabilities under this Deed except by enforcement of that Mortgagor's security over the Secured Assets, and the liability of that Mortgagor shall extend only to and shall not exceed the proceeds of any such enforcement.

For the avoidance of doubt, nothing in this clause 34 shall operate to limit the liability of any Mortgagor to the Bank under any Facility Agreement or other agreement entered into between the Bank and that Mortgagor pursuant to which any liabilities independent of this Deed arise.

#### 35. Tacking and Further Advances


The Bank is, subject to the terms of the Facility Agreement, under an obligation to make further advances to the Mortgagor and the Security granted pursuant to this Deed has been made for securing such further advances where such further advances constitute Secured Liabilities within the meaning of this Deed. The Bank and the Mortgagor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title to the Property.

#### 36. Counterparts

This Deed may be executed in any number of counterparts and by each Party on separate counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one and the same deed.

#### 37. Governing Law and Jurisdiction

- (a) This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- (b) Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Bank to take proceedings against the Mortgagor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- (c) In the event the Mortgagor is domiciled or (the Mortgagor being a company) incorporated in a jurisdiction outside of England and Wales, the Mortgagor agrees, at the request of the Bank and at the cost of the Mortgagor, to appoint a process agent to receive on their behalf service of process in any proceedings before the courts of England and Wales in connection with this Deed or any Facility Agreement or any Guarantee and shall provide evidence, in form and substance satisfactory to the Bank, of such appointment and acceptance by the process agent on the date of this Deed.

Notary Public  
Signed:   
Certified a true and complete copy  
Date: 15/12/2019  
Dundee

