0 03400/46

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the last page.

✓ **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 no instrument. Use form MR08.

For further information, please refer to our guidance at:
www.gov.uk/companieshouse

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

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

SATURDAY

A7A6Ø5GB
A13 14/07/2018 #116
COMPANIES HOUSE

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 *

1 Company details

Company number	1 0 0 4 0 0 7 1
Company name in full	Kensington & Edinburgh Estates (Holloway Road - Retail Unit 3) Limited

2 Charge creation date

Charge creation date	d 0 d 3 m 0 m 7 y 2 y 0 y 1 y 8

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	United Trust Bank Limited
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.

MR01
Particulars of a charge

4 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.

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.

Brief description

By way of legal mortgage, all that leasehold land and buildings situated at Shop Unit 3, 262 Holloway Road, London N7 6NE registered at the Land Registry with title number AGL408341

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 ❶

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.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X Rosling King LLP X

FOR AND ON BEHALF OF UNITED TRUST BANK LIMITED

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: Elizabeth Wright
Company name: Rosling King LLP
Address: 10 Old Bailey
Post town: London
County/Region:
Postcode: E C 4 M 7 N G
Country: United Kingdom
DX: 154 London
Telephone: 0207 246 8056

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 or email 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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10040071

Charge code: 1004 0071 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd July 2018 and created by KENSINGTON & EDINBURGH ESTATES (HOLLOWAY ROAD - RETAIL UNIT 3) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th July 2018.

Given at Companies House, Cardiff on 23rd July 2018

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

We certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a true and accurate copy of the original instrument.

Posting King LLP
13.7.2018

LEGAL MORTGAGE OVER LAND GIVEN BY A COMPANY OR LLP

WARNING: THE CHARGOR SHOULD READ THIS CAREFULLY

- **WE RECOMMEND THAT THE CHARGOR TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS MORTGAGE AND SIGN ONLY IF IT AGREES TO BE LEGALLY BOUND BY ITS TERMS.**
- **IF THE CHARGOR ENTERS INTO THIS MORTGAGE AND THE BANK IS NOT PAID MONEYS OWED WHICH THE MORTGAGE SECURES, THE CHARGOR MAY LOSE THE ASSETS CHARGED.**
- **THE ABOVE IS FOR INFORMATION AND NOT FOR ADVICE.**

This Legal Mortgage is made the 3 day of JULY 2018

Between:

(1) The party referred to in Schedule 1 (the "**Chargor**"); and

(2) **United Trust Bank Limited** (registered in England and Wales under company number 549690) the registered office of which is at One Ropemaker Street, London EC2Y 9AW (the "**Bank**").

It is agreed as follows:

1. Definitions and interpretation

1.1 *Definitions*

In this Mortgage the following expressions have the following meanings, unless the context otherwise requires:

"**Agreements for Lease**" means all agreements, contracts or options in existence from time to time for, or in relation to, any Occupational Leases.

"**Agreements for Sale**" means all agreements, contracts, or options in existence from time to time:

(a) for, or in relation to, the assignment, transfer, underlease or disposal by way of sale of the whole or any part of, or of any estate or interest in, the Charged Property;

(b) for, or in relation to, the creation of any estate or interest in the Charged Property upon the sale of the Charged Property; and

(c) under which any consideration of a capital nature, whether monetary or otherwise, is derived, or is to be derived, from the Charged Property.

"**Authorities**" means all national and local governments, government departments, supranational bodies, local or public authorities, statutory undertakings, states or agencies.

"**Business Day**" means any day (other than a Saturday or Sunday) on which clearing banks are open for normal banking business in sterling in the City of London.

"**Business Operator**" means a person carrying out any business, process or other undertaking (whether currently operated by or under the control or with the consent of the Chargor, or otherwise) whether at the Charged Property or elsewhere.

"**Charged Property**" means the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Bank pursuant to this Mortgage.

"**Chattels**" means all stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Scheduled Property.

"**Costs**" means all costs, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

"**Default Rate**" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date for payment.

"Environment" means all of the air, water and land including air within buildings and other natural or man-made structures above or below ground.

"Environmental Authorisations" means all permits, licences, consents or other authorisations or approvals required at any time under any Environmental Legislation for the operation of any Business Operator and the occupation or use of the Charged Property by any person.

"Environmental Claim" means any claim, notice of violation, prosecution, demand, action, official warning, abatement or other order (conditional or otherwise) relating to Environmental Matters and any notification or order requiring compliance with the terms of any Environmental Authorisation or Environmental Legislation.

"Environmental Legislation" means all applicable statutes, statutory instruments, common law, treaties, regulations, directives, codes of conduct, circulars, guidance notes, orders, notices, demands and other measures imposed by any Authority to which the Chargor or any Business Operator or the Charged Property is or has been or may be or may have been subject which relate to the pollution or protection of the Environment or the protection of the health of any living organism or the protection of public health or welfare.

"Environmental Matters" means:

(a) the generation, deposit, disposal, keeping, treatment, transportation, transmission, handling, importation, exportation, processing, collection, sorting, presence or manufacture of any waste (as defined in the Environmental Protection Act 1990) or of any Relevant Substance;

(b) public or private nuisance, noise, defective premises or health and safety at work;

(c) the carrying out of any development (as defined in Section 55(1) Town and Country Planning Act 1990); and

(d) any act, default or phenomenon which is capable of causing harm to human health or welfare or harm to any other living organism or of damaging the Environment.

"Exchange Rate" means the prevailing spot rate of exchange available to the Bank (as conclusively determined by the Bank) at or around 11 a.m. on the date on which any conversion of currency is to be effected pursuant to this Mortgage.

"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Chargor and deemed by law to be immovable property other than tenant's fixtures.

"Insolvency Act" means the Insolvency Act 1986.

"LPA" means the Law of Property Act 1925.

"Material Environmental Effect" means any effect on the Environment which is, or is reasonably likely in the opinion of the Bank, in its sole discretion, to have a material adverse effect on:

(a) the financial condition of the Chargor; or

(b) the ability of the Chargor to perform its obligations under or otherwise comply with the terms of this Mortgage; or

(c) the value or marketability of the Charged Property.

"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Charged Property, the immediate reversion to which is vested in the Chargor.

"Permitted Security Interest" means:

(a) the security constituted by this Mortgage;

(b) liens arising by operation of law in the ordinary course of business; and

(c) any Security Interest expressly permitted to subsist in addition to the security constituted by this Mortgage with the prior written consent of the Bank.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Local Government Planning and Land Act 1980, the Ancient Monuments and Archaeological Areas Act 1979, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008, the Localism Act 2011, the Growth and Infrastructure Act 2013 and any similar subsequent legislation.

"**Property Insurance**" means the insurance referred to in clause 9.4 (Property Insurance).

"**Receiver**" means any receiver appointed pursuant to this Mortgage.

"**Relevant Jurisdiction**" in respect of any person means the jurisdiction in which such person is incorporated or, if different, has its principal place of business.

"**Relevant Substance**" means all substances which are defined or regulated as toxic, hazardous, flammable, highly reactive and explosive, or any of these, pursuant to any Environmental Legislation (whether in a solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) and all radioactive, electrical or electromagnetic emissions which are capable of causing harm to human health or welfare or harm to any other living organism or of damaging the Environment.

"**Rights**" means all the Chargor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Chargor or any person deriving title from the Chargor) from time to time over or in respect of the whole or any part of the Charged Property.

"**Scheduled Property**" means all the property short particulars of which are set out in Schedule 2 (The Scheduled Property), including, without limitation, all Fixtures on such property.

"**Secured Liabilities**" means all moneys, debts and liabilities from time to time due, owing or incurred by the Chargor to the Bank on any current or other account whatsoever or otherwise in any manner whatsoever, in each case whether present or future; alone or jointly with any other person; actual or contingent; as principal or as surety; in whatsoever name, firm or style; in whatsoever currency denominated.

"**Security Interest**" means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "**hold-back**" or "**flawed asset**" arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security.

"**Subsidiary**" means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

"**Taxes**" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected or withheld pursuant to any regulation having the force of law and "**Taxation**" shall be construed accordingly.

1.2 *Interpretation*

1.2.1 In this Mortgage:

(a) the clause headings are included for convenience only and do not affect the construction of this Mortgage;

(b) words denoting the singular include the plural and vice versa; and

(c) words denoting one gender include each gender and all genders.

1.2.2 In this Mortgage, unless the context otherwise requires, references to:

(a) persons include references to natural persons, firms, partnerships, limited partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality);

(b) documents, instruments and agreements (including, without limitation, this Mortgage and any document referred to in this Mortgage) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time;

(c) receivers are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers;

(d) the terms the "**Bank**" and the "**Receiver**" include, where the context so admits, references to any delegate of any such person;

(e) a party to this Mortgage include references to its successors, transferees and assigns;

(f) clauses and schedules are references to clauses of this Mortgage and schedules to this Mortgage; and references to this Mortgage include its schedules;

(g) statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders regulations, instruments, plans, permissions, directions or other subordinate legislation made under the relevant statute or deriving validity therefrom;

(h) a time of day is a reference to London time; and

(i) "**disposal**" includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly.

1.2.3 The security constituted by this Mortgage shall extend to all beneficial interests of the Chargor in the Charged Property and to any proceeds of sale or other realisation or revenues thereof or of any part thereof.

1.2.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Mortgage.

2. **Covenant to pay**

The Chargor shall on demand pay to the Bank or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

3. **Interest**

3.1 The Chargor shall pay to the Bank interest on any Secured Liabilities at the rates and upon the terms from time to time agreed with the Bank.

3.2 If the Chargor becomes obliged under this Mortgage to pay an amount to the Bank or a Receiver by way of reimbursement or indemnity for:

(a) a Cost of other liability incurred by the Bank or a Receiver; or

(b) a payment made by the Bank or a Receiver,

interest shall accrue on that amount at the Default Rate from the date on which the Bank or Receiver incurs that Cost or other liability, or makes that payment, until full discharge by the Chargor (after as well as before any demand made or judgment obtained or the liquidation or administration of the Chargor). Any interest accruing under this clause 3.2 shall be immediately payable by the Chargor on demand by the Bank.

3.3 Any interest accruing under this clause 3 shall be compounded in the event of it not being punctually paid on the interest payment dates applicable to the loan to which the Secured Liabilities relate or otherwise at such times as the Bank may require and notify to the Chargor but without prejudice to the right of the Bank to require payment of such interest when due.

4. **Security**

By way of continuing security in favour of the Bank for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee:

4.1 charges by way of legal mortgage, the Scheduled Property;

4.2 charges by way of fixed charge any goodwill relating to the Scheduled Property or the business or undertaking conducted at the Scheduled Property;

4.3 assigns absolutely to the Bank, the Rights;

4.4 charges by way of fixed charge all rights and interests in and claims made under any insurance policy relating to the Scheduled Property now or at any time after the date of this Mortgage; and

4.5 charges by way of floating charge, all Chattels.

5. **Further assurance**

The Chargor shall:

5.1 forthwith, at any time if so required by the Bank, at its own expense execute and deliver to the Bank such further legal or other mortgages, charges, assignments, securities, authorities and documents as the Bank may in its discretion require of the whole or such part of the Charged Property as the Bank

may specify, in such form as the Bank may in its discretion require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Charged Property in the Bank, the nominee of the Bank or in any purchaser from the Bank or the Receiver;

5.2 pending the execution and delivery of any such assignments referred to in clause 5.1, hold such Charged Property referred to in clause 5.1 upon trust for the Bank subject to the provisions of this Mortgage; and

5.3 pending the execution and delivery of any such mortgages, charges, securities, authorities or other documents referred to in clause 5.1, hold such Charged Property referred to in clause 5.1 subject to the provisions of this Mortgage.

6. **Deposit of documents and title deeds**

The Chargor shall deposit with the Bank (and the Bank during the continuance of this security may hold and retain) all deeds and documents of title relating to the Scheduled Property including, without limitation, all Occupational Leases.

7. **Negative pledge**

The Chargor shall not:

7.1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest;

7.2 convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property;

7.3 permit or agree to any variation of the Rights or any other rights attaching to the whole or any part of the Charged Property; or

7.4 do, cause or permit to be done or omit to do anything which may in the opinion of the Bank, in any way depreciate, jeopardise or otherwise prejudice the value to the Bank (whether monetary or otherwise) of the whole or any part of the Charged Property.

8. **Representations and warranties**

8.1 The Chargor represents and warrants to the Bank that:

8.1.1 *Status*

it is duly incorporated and validly existing under the laws of its Relevant Jurisdiction and is fully qualified and empowered to own its assets and carry out its business;

8.1.2 *Powers*

it has power to enter into this Mortgage, to exercise its rights and perform its obligations hereunder, and has taken all necessary corporate and other action to authorise the execution, delivery and performance of this Mortgage and any other documents referred to herein;

8.1.3 *Authorisations*

all acts, conditions, authorisations and other things required to be done, fulfilled and performed by it in order:

(a) to enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Mortgage;

(b) to ensure that the obligations expressed to be assumed by it in this Mortgage are legal, valid and binding; and

(c) to make this Mortgage admissible in evidence in the Relevant Jurisdiction

have been done, fulfilled and performed and are in full force and effect;

8.1.4 *Legal validity*

the obligations expressed to be assumed by it in this Mortgage are legal and valid obligations binding on it in accordance with the terms of this Mortgage;

8.1.5 *Information*

all of the written information supplied by or on behalf of the Chargor to the Bank is true, complete and accurate in all material respects;

8.1.6 *Ownership of the Charged Property*

it is absolutely, solely and beneficially entitled to all the Charged Property as from the date it or any part of it falls to be charged under this Mortgage and the rights of the Chargor in respect of the Charged Property are free from any Security Interest of any kind other than a Permitted Security Interest;

8.1.7 *No disposal*

it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of the Chargor's right, title and interest in and to the Charged Property;

8.1.8 *Environmental compliance*

neither it nor any Business Operator has breached any Environmental Legislation and no condition exists or act or event has occurred which could give rise to any breach of or any liability of any kind under any Environmental Legislation by either the Chargor or any Business Operator;

8.1.9 *Environmental Authorisations*

it and any Business Operator are in possession of all Environmental Authorisations required for the conduct of their business or operations (or any part thereof) and neither the Chargor nor any Business Operator has breached any of the terms or conditions of any such Environmental Authorisation or received any notice from any Authority in respect of any actual or potential contravention of any Environmental Authorisation; and

8.1.10 *Occupational Leases*

the Occupational Leases are valid, binding and enforceable in accordance with their respective provisions and the details of the Occupational Leases are true and accurate.

8.2 The representations and warranties set forth in this clause are given and made on and as of the date of this Mortgage, shall survive the execution of this Mortgage and other than the representation in clause 8.1.5 (Representations and warranties - Information) are continuing representations and warranties which are deemed to be repeated on each day during the continuance of the security constituted by this Mortgage.

9. **Undertakings**

The Chargor gives each of the undertakings contained in this clause to the Bank.

9.1 *Duration*

The undertakings in this clause shall remain in force during the continuance of the security constituted by this Mortgage.

9.2 *To comply with statutes*

The Chargor shall comply with all requirements of any Authority, all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Charged Property.

9.3 *To provide information*

The Chargor shall furnish to the Bank forthwith on demand by the Bank such information and supply such documents or papers relating to the Charged Property from time to time as the Bank may in its discretion require.

9.4 *Property Insurance*

The Chargor shall procure that its landlord as provided by clause 9.5.1 insures and keeps insured the Charged Property with reputable and responsible insurers previously approved by the Bank:

9.4.1 in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or a similar business and in the same or similar localities including, without limitation, insurance to cover loss or damage arising by fire, civil commotion, terrorism, explosion, aircraft, flood, storm, tempest, burst pipes, public liability and such other risks and contingencies as the Bank shall from time to time request; and

9.4.2 in the full reinstatement cost of the Charged Property (being not less than such sum or sums (if any) as the Bank may in its discretion require) including, without limitation:

(a) architects', surveyors' and all other professional fees, demolition and shoring-up costs;

(b) Value Added Tax chargeable on the cost of such reinstatement and liable to arise out of any self-supply charge; and

(c) loss of income from rents, licence fees or otherwise for not less than three years or such greater period as the Bank may in its discretion require, having regard to any potential increases in rent as a result of rent reviews, reversions or otherwise.

9.5 *General obligations regarding insurance*

The Chargor shall:

9.5.1 procure the enforcement of the landlord's insurance obligations and covenants set out in the head ground lease registered under title AGL408341 whilst this mortgage remains in existence;

9.5.2 duly and punctually pay all premiums and any other moneys necessary for maintaining the Property Insurance in full force and effect in compliance with the tenant's obligations to pay the insurance rent in the aforesaid head ground lease registered under title AGL408341;

9.5.3 procure that the Bank's interest in the Property is noted on its landlord's policy of insurance relating hereto aforesaid;

9.5.4 produce to the Bank on request copies of all policies and all receipts for the current premiums with respect to the Property Insurance; and

9.5.5 immediately give notice to the Bank of any occurrence which gives rise, or might give rise, to a claim under any policy of insurance relating to the Property Insurance and, except with the prior written consent of the Bank, the Chargor shall not agree to settlement of any such claim.

If the Chargor at any time fails to perform any of its obligations contained in this clause, the Bank may effect or renew such insurance as the Bank thinks fit and the Chargor shall reimburse the Bank for the Costs thereby incurred on demand.

9.6 *Insurance monies*

9.6.1 Any monies received by the Chargor by virtue of any insurance relating to the whole or any part of the Charged Property (whether effected pursuant to this Mortgage or otherwise) will be deemed to be part of the Charged Property. The Chargor shall apply all such monies in making good, or in recouping expenditure incurred in making good, any loss or damage or, if the Bank in its discretion so requires, towards discharge of the Secured Liabilities.

9.6.2 The Chargor shall ensure that all such monies as are referred to in clause 9.6.1 which are not paid directly by the insurers to the Bank shall be held by the recipient upon trust for the Bank and be applied by the Chargor in accordance with clause 9.6.1.

9.6.3 This clause applies whether or not this Mortgage has become enforceable.

9.7 *To repair*

The Chargor shall at all times keep in good and substantial repair and condition, all buildings, erections and structures on and in the Charged Property and where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value.

9.8 *To allow entry*

The Chargor shall allow, and shall procure that any person occupying the whole or any part of the Charged Property under any Occupational Lease shall allow, the Bank and its agents, with or without surveyors, workmen or others authorised by it upon prior notice (except in an emergency) to enter the Charged Property in order to view the Charged Property, to carry out any repairs on the Charged Property which the Bank considers necessary or to do anything the Bank is entitled to do pursuant to clause 10.2 (Bank's performance of covenants).

9.9 *Alterations*

The Chargor shall not:

9.9.1 in any manner lessen the value of the Charged Property;

9.9.2 except with the prior written consent of the Bank, make any structural alterations to the Charged Property or carry out any works of demolition, construction, addition or otherwise in or to the Charged Property; or

9.9.3 sever any Fixtures.

9.10 *Title*

The Chargor shall:

9.10.1 comply with, enforce and not waive, release or vary (or agree so to do) any restrictive or other covenants or obligations affecting the Charged Property;

9.10.2 pay all rents, rates, Taxes and outgoings however arising payable in respect of the whole or any part of the Charged Property owed by it or by the owner or occupier of the whole or any part of the Charged Property and comply with all restrictive and other covenants and obligations to be performed by it under any lease under which it holds the whole or any part of the Charged Property;

9.10.3 if the Bank or the Receiver pays any of the items mentioned in clause 9.10.2, reimburse the Bank or the Receiver in full, on demand;

9.10.4 enforce all restrictive or other covenants and obligations owed to it by any lessor under any lease referred to in clause 9.10.2;

9.10.5 not waive, release or vary (or agree so to do) any obligation owed to it by any lessor referred to in clause 9.10.2 or any provision of any lease referred to in clause 9.10.2;

9.10.6 not exercise any option or power to break or terminate any lease referred to in clause 9.10.2;

9.10.7 not surrender or agree to surrender any lease referred to in clause 9.10.2;

9.10.8 not do, or omit to do, anything under any lease referred to in clause 9.10.2 whereby such lease might be forfeited; and

9.10.9 except with the prior written consent of the Bank, not agree any increase in the rent payable under any lease referred to in clause 9.10.2.

9.11 *No creation of easements etc.*

The Chargor shall not grant, create, or permit to be acquired, any easement, right or privilege relating to or affecting the whole or any part of the Charged Property.

9.12 *Leasing*

The Chargor shall not:

9.12.1 exercise any statutory or other power of leasing, agreeing to lease or accepting surrenders of leases otherwise available to the Chargor;

9.12.2 grant or agree to grant or create any Occupational Lease of any description or contractual right to occupy or use the whole or any part of the Charged Property; or

9.12.3 grant any licence or permission to assign, underlet or part with, or share occupation or possession, of the whole or any part of the Charged Property.

9.13 *Occupational Leases*

The Chargor shall:

9.13.1 comply with all restrictive and other covenants and obligations, however arising, to be performed by it as lessor under any Occupational Lease;

9.13.2 enforce all restrictive and other covenants and obligations, however arising, owed to it as lessor under any Occupational Lease;

9.13.3 not waive, release or vary (or agree so to do) any Rights or any provision of any Occupational Lease;

9.13.4 except with the prior written consent of the Bank, not:

(a) exercise any option or power to break, terminate, renew or extend any Occupational Lease;

(b) accept or agree to accept any surrender of any Occupational Lease; or

(c) grant any consent or licence as lessor or grantor under any Occupational Lease; and

9.13.5 comply with any provisions contained in any Occupational Lease for the review of the rents thereby reserved and, except with the prior written consent of the Bank, shall not settle or agree to settle any such rent review.

9.14 *Agreements for Sale*

The Chargor shall:

9.14.1 enforce all obligations owed to it by any purchaser under any Agreement for Sale;

9.14.2 not waive, release or vary (or agree so to do) any obligation owed to it under, or any provision of, any Agreement for Sale; and

9.14.3 except with the prior written consent of the Bank, not exercise any power to terminate any Agreement for Sale.

9.15 *To manage*

The Chargor shall manage the Charged Property and any person occupying the whole or any part of the Charged Property under any Occupational Lease in accordance with the principles of good estate management and in any manner that the Bank may in its discretion require.

9.16 *Planning*

The Chargor shall:

9.16.1 comply with all the provisions of the Planning Acts;

9.16.2 comply with any conditions attached to any consent under the Planning Acts relating to or affecting the Charged Property;

9.16.3 not carry out any development (as defined in the Planning Acts) or redevelopment on or of the Charged Property;

9.16.4 except with the prior written consent of the Bank, not change the use of the whole or any part of the Charged Property;

9.16.5 except with the prior written consent of the Bank, not make any application for any consent under the Planning Acts or implement any planning permission;

9.16.6 except with the prior written consent of the Bank, not enter into or agree to enter into any agreement or to assume liability to make payments pursuant to the Community Infrastructure Levy Regulations 2010; and

9.16.7 except with the prior written consent of the Bank, not enter into, or agree to enter into, any agreement under Section 106 of the Town and Country Planning Act 1990 (Agreement regulating development or use of land), Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (Enforceability by local authorities of certain covenants relating to land) or Section 38 of the Highways Act 1980 (Power of highway authorities to adopt by agreement) Section 278 of the Highways Act 1980 (Contributions towards highway works), Section 111 of the Local Government Act 1972 (Subsidiary powers of local authorities) the Localism Act 2011, the Growth and Infrastructure Act 2013 or any other legislation from time to time regulating the development, use, safety and control of property.

9.17 *Compulsory purchase*

The Chargor shall:

9.17.1 except with the prior written consent of the Bank, not consent to, or enter into any negotiations with any Authority with regard to, the acquisition of the whole or any part of the Charged Property;

9.17.2 if so requested by the Bank, permit the Bank or its agent or anyone engaged by the Bank to conduct such negotiations or give such consent on the Chargor's behalf; and

9.17.3 if a notice is given to the Chargor by an Authority that such Authority intends to acquire the whole or any part of the Charged Property and such notice contains any condition, not, at any time after the date of such notice, do or omit or suffer to be done or omitted any act or thing which may be in breach of such condition.

9.18 *To give notice*

The Chargor shall, forthwith after receipt of any notice, order, direction, designation, resolution, proposal or other matter given or made by any Authority (whether or not under the Planning Acts) and relating to the Charged Property or the area in which the Charged Property is situated (a "**notice**"):

9.18.1 give full written particulars to the Bank of such notice;

9.18.2 if required by the Bank forthwith, and at the Chargor's cost, take all necessary steps to comply with such notice; and

9.18.3 at the request of the Bank, and at the Chargor's cost, make or join with the Bank in making such objection or representation against, in respect of, or relating to, such notice as the Bank may in its discretion require.

9.19 *Investigation of title and other enquiries*

The Chargor shall, at its expense:

9.19.1 forthwith on demand provide the Bank with a report as to the title of the Chargor to the Charged Property and the Occupational Leases and related matters concerning the items which may properly sought to be covered by a prudent mortgagee in a solicitor's report of this nature;

9.19.2 on demand, grant the Bank or its solicitors all such facilities within the power of the Chargor to enable the Bank or such solicitors to carry out investigations of title to the Charged Property and to carry out general enquiries relating to the Charged Property; and

9.19.3 co-operate and comply with all other reasonable requests relating to the Charged Property.

9.20 *Environment*

The Chargor shall:

9.20.1 and shall procure that any Business Operator shall, obtain and maintain in full force and effect all Environmental Authorisations and ensure that the Charged Property, itself and any Business Operator complies with all Environmental Legislation; and

9.20.2 promptly on becoming aware of it inform the Bank of any Environmental Claim which has been made or threatened against the Chargor or any Business Operator or any of the officers of the Chargor or any Business Operator or any occupier of the Charged Property or any requirement of any Authority, Environmental Authorisation or applicable Environmental Legislation to make any investment or expenditure or take or desist from taking any action which might have a Material Environmental Effect.

10. **Costs and Bank's performance of covenants**

10.1 *Costs undertaking*

10.1.1 The Chargor shall on demand pay to the Bank or any Receiver the amount of all Costs incurred by the Bank or any Receiver in connection with this Mortgage, including the enforcement of, or the preservation of, any rights under it.

10.1.2 The Chargor indemnifies the Bank and any Receiver on a full and unlimited basis for any breach of its obligations under this clause 10.1.

10.2 *Bank's performance of covenants*

If the Chargor fails to perform any of the undertakings contained in clause 9.7 (To repair) to clause 9.20 (Environment) (inclusive), the Bank may perform any such covenant at the Chargor's expense and the Chargor shall reimburse the Bank for the Costs of such performance on demand. Nothing in this Mortgage shall oblige the Bank to perform any covenant of the Chargor.

11. **Enforcement**

The security constituted by this Mortgage will become enforceable:

(a) if the Bank serves notice on the Chargor demanding payment or discharge by the Chargor of all or any of the Secured Liabilities when due; or

(b) if the Chargor requests the Bank to appoint a receiver over the whole or any part of its undertaking or assets.

12. **Statutory power of sale**

12.1 For the purposes of all powers implied by statute, and in particular the power of sale under Section 101 of the LPA (Powers incident to estate or interest in a mortgage), the Secured Liabilities will be deemed to have become due when the security created by this Mortgage becomes enforceable and Section 103 of the LPA (Regulation of exercise of power of sale) and Section 93 of the LPA (Restriction on consolidation of mortgages) will not apply.

12.2 The statutory powers of leasing conferred on the Bank are extended so as to authorise the Bank to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Bank may in its discretion think fit. The Bank is not obliged to comply with any of

the provisions of Section 99 (Leasing powers of mortgagor and mortgagee in possession) and Section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the LPA.

12.3 Each of the Bank and the Receiver may exercise such person's statutory power of sale in respect of the whole or any part of the Charged Property.

13. **Receiver**

13.1 *Appointment of Receiver*

13.1.1 At any time after the security constituted by this Mortgage has become enforceable, whether or not the Bank has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Mortgage:

(a) the Bank may, by writing under the hand of any authorised officer of the Bank, appoint any person or persons to be a receiver of the Charged Property and such person or persons shall, with effect from the date of such appointment, be a "**Receiver**";

(b) the Bank may, from time to time, in similar manner, remove the Receiver and appoint another in his place; and

(c) the Bank may, either at the time of appointment or at any time thereafter, fix the remuneration of the Receiver.

None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply.

13.1.2 The Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of his powers and discretions, whether arising by statute, the provisions of this Mortgage or otherwise, upon such terms and for such periods of time as he may in his discretion think fit and may from time to time terminate any such delegation. The Bank shall not be liable to the Chargor for any loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever.

13.2 *Powers of Receiver*

The Receiver has all the powers to do or abstain from doing anything which the Chargor could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by Section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by Section 29 of the Insolvency Act (Definitions) and Schedule 1 to the Insolvency Act (Powers of administrator or administrative receiver), and in particular the Receiver may:

13.2.1 *Carry on business*

carry on, manage or concur in carrying on managing the whole or any part of the business of the Chargor as he may in his discretion think fit;

13.2.2 *Protection of assets*

(a) manage, insure, repair, decorate, maintain, alter, improve, renew or add to the Charged Property or concur in so doing;

(b) commence or complete any building operations on the Charged Property;

(c) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

in each case as he may in his discretion think fit;

13.2.3 *Realisation of assets*

sell, exchange, convert into money and realise the Charged Property or concur in so doing by public auction or private contract and generally in such manner and on such terms as he may in his discretion think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he may in his discretion think fit;

13.2.4 *Let, hire or lease*

(a) let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;

(b) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Charged Property; and

(c) exchange or concur in exchanging the Charged Property,

in each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner. The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the Chargor or otherwise;

13.2.5 *Rent*

(a) without any further consent by, or notice to, the Chargor, exercise on its behalf, in respect of any rent, all the powers and provisions conferred on a landlord or a tenant by any legislation in force relating to such rent; and

(b) make allowances to, and re-arrangements with, any person occupying the whole or any part of the Charged Property under any Occupational Lease from whom any rent and any profits may be receivable, and negotiate and agree, or refer to arbitration, any revision of rent under any leases in respect of which the rental may fall to be reviewed and accept service of, or serve, any notice received or required or deemed desirable in connection with any such review or with the exercise of any option;

13.2.6 *Borrowing*

for the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Mortgage or of defraying any Costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Charged Property, either in priority to the security constituted by this Mortgage or otherwise, and generally on such terms as he may in his discretion think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed;

13.2.7 *Make calls*

make, or require the directors of the Chargor to make, such calls upon the shareholders of the Chargor in respect of any uncalled capital of the Chargor as the Receiver may in his discretion require and enforce payment of any call so made by action (in the name of the Chargor or the Receiver as the Receiver may in his discretion think fit) or otherwise;

13.2.8 *Compromise*

(a) settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of the Chargor, as he may in his discretion think fit; and

(b) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Charged Property, as he may in his discretion think fit;

13.2.9 *Proceedings*

bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Charged Property as he may in his discretion think fit;

13.2.10 *Subsidiaries*

(a) promote the formation of any Subsidiary of the Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Charged Property;

(b) arrange for the purchase, lease, licence or acquisition of an interest in the Charged Property by any such Subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties,

licence fees or otherwise, whether or not secured on the undertaking or assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver may in his discretion think fit; and

(c) arrange for such Subsidiary to trade or cease to trade as the Receiver may in his discretion think fit;

13.2.11 *Employees*

appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he may in his discretion think fit;

13.2.12 *Receipts*

give valid receipts for all monies and execute all assurances and things which he may in his discretion think proper or desirable for realising the Charged Property;

13.2.13 *Environment*

conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Legislation or by the Bank or otherwise and comply with all lawful orders and directives of all Authorities regarding Environmental Legislation; and

13.2.14 *General powers*

do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Mortgage or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.

13.3 ***Receiver as agent of the Chargor***

The Receiver is at all times and for all purposes the agent of the Chargor. Subject to the provisions of the Insolvency Act, the Chargor is solely responsible for all the Receiver's acts, defaults, neglect and misconduct of any nature whatsoever and for his remuneration and Costs, to the exclusion of liability on the part of the Bank.

13.4 ***No obligation***

The Receiver is not obliged to exercise any of the powers set out in this clause.

13.5 ***Several power***

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Bank specifies otherwise in the appointment of such Receiver.

13.6 ***Powers exercisable by the Bank***

13.6.1 The Bank may exercise all powers granted to the Receiver by this Mortgage, whether as attorney of the Chargor or otherwise.

13.6.2 The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Bank as provided in clause 12 (Statutory power of sale) or otherwise and so that, inter alia, such powers are and remain exercisable by the Bank in respect of that part of the Charged Property in respect of which no appointment of a Receiver by the Bank is from time to time subsisting.

13.7 ***Application of proceeds***

The provisions of Sections 99 to 109 inclusive of the LPA are varied and extended to the extent that all monies received by the Receiver be applied in the following order:

13.7.1 in full payment of his remuneration and the Costs of realisation including, without limitation, all Costs of, or incidental to, any exercise of any power referred to in this Mortgage, including, without limitation, all outgoings paid by the Receiver;

13.7.2 providing for the matters specified in paragraphs (i) to (iii) inclusive of Section 109 (8) of the LPA (Appointment, powers, remuneration and duties of receiver);

13.7.3 in or towards satisfaction of any debts or other imposts which are by statute made payable in preference to the Secured Liabilities to the extent to which such debts or imposts are made so payable;

13.7.4 if so required by the Bank in its discretion, in or towards satisfaction of the Secured Liabilities; and

13.7.5 *to the person entitled to any surplus.*

14. **Protection of third parties**

14.1 Any person (including, without limitation, any purchaser, mortgagor or mortgagee) (in this clause a "**purchaser**") dealing with the Bank may assume without inquiry that:

14.1.1 some part of the Secured Liabilities has become due;

14.1.2 a demand for such Secured Liabilities has been duly made; and

14.1.3 such Secured Liabilities have become due within the meaning of Section 101 of the LPA (Powers incident to estate or interest in a mortgage).

14.2 No purchaser dealing with the Receiver or the Bank is to be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or the Bank has become exercisable, or as to the propriety or regularity of any sale by, or other dealing with, the Receiver or the Bank. Any such sale or dealing is deemed to be within the powers conferred by this Mortgage and to be valid and effective accordingly. All the protection to purchasers contained in Section 104 (Conveyance on sale) and *Section 107 (Mortgagee's receipt, discharges etc.) of the LPA and Section 42(3) of the Insolvency Act* (Prohibition upon enquiry into administrative receiver's powers) apply to any purchaser.

15. **No liability as mortgagee in possession**

15.1 ***Mortgagee's liability***

Neither the Bank nor the Receiver is:

15.1.1 liable to account as mortgagee in possession in respect of the Charged Property; or

15.1.2 liable for any loss upon realisation or exercise of any power, authority or right of the Bank or the Receiver arising under this Mortgage, or for any act, default, neglect, or misconduct of any nature whatsoever.

15.2 ***Possession***

If the Bank or the Receiver enters into possession of the Charged Property, such person may at any time go out of possession at the discretion of such person.

16. ***Power of attorney***

16.1 The Chargor irrevocably appoints, by way of security, the Bank, each person deriving title from the Bank and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Chargor is, or may become, obliged to sign, execute or do pursuant to this Mortgage or which the Bank, the Receiver or any person deriving title from the Bank or the Receiver may in the discretion of such person think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by this Mortgage.

16.2 Without prejudice to the generality of the foregoing, the Chargor unconditionally undertakes to the Bank, and separately to the Receiver and to each person deriving title from the Bank or the Receiver, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to this clause.

17. **Cumulative and continuing security**

17.1 This Mortgage is a continuing security to the Bank regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this clause, might affect or diminish its effectiveness.

17.2 The security constituted by this Mortgage is in addition to, is not in substitution for, is without prejudice to, and does not merge with, any rights whatsoever which the Bank may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other Security Interest, any bill, note, guarantee, contract or applicable rule of law.

17.3 Any receipt, release or discharge of the security constituted by, or of any liability arising under, this Mortgage shall not release or discharge the Chargor from any liability which may exist independently of this Mortgage to the Bank.

17.4 Where the security constituted by this Mortgage initially takes effect as a collateral or further security to any other Security Interest held by the Bank then, notwithstanding any receipt, release or discharge

given in respect of such other Security Interest, this Mortgage shall take effect as an independent security for any monies, liabilities or other sums secured by such other Security Interest.

18. **Immediate recourse**

The Chargor waives any right it may have of first requiring the Bank (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security Interest or claim payment from any person before claiming from the Chargor under this Mortgage. This waiver applies irrespective of any law or any provision of agreements or side letters between any parties in relation to the Secured Liabilities.

19. **Discharge**

Subject to clause 20.2 (Avoidance of payments), upon irrevocable discharge in full of the Secured Liabilities, the Bank shall at the request and cost of the Chargor:

(a) release the Charged Property from the security constituted by this Mortgage; and

(b) re-assign to the Chargor any Charged Property that has been assigned to the Bank under this Mortgage.

20. **Avoidance of payments**

20.1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding-up, including, without limitation, the Insolvency Act, and no release, settlement or discharge given or made by the Bank on the faith of any such assurance, security or payment, prejudices or affects the right of the Bank:

20.1.1 to recover any monies from the Chargor (including, without limitation, any monies which it is compelled to refund under Chapter X (Malpractice before and during liquidation; *penalisation of companies and company officers; investigations and prosecutions) of the* Insolvency Act and any Costs payable by it incurred in connection with such process); or

20.1.2 to enforce the security constituted by this Mortgage to the full extent of the Secured Liabilities.

20.2 The Bank may at its discretion retain the security so created as security for the Secured Liabilities for a period of one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated notwithstanding any release, settlement, discharge or arrangement given or made by the Bank.

20.3 If at any time within the period referred to in clause 20.2 any person takes any step whatsoever relating to (i) the winding-up or administration of the Chargor; or (ii) any arrangement with the creditors of the Chargor, the Bank may retain the whole or any part of the security constituted by this Mortgage for such further period as the Bank may in its discretion think fit. Such security will be deemed to have been held and remained held by the Bank as security for the payment to the Bank of the Secured Liabilities.

21. **Prior charges**

21.1 If there subsists any prior Security Interest against the Charged Property and either, any step is taken to exercise any power or remedy conferred by such Security Interest or the Bank or the Receiver exercises any power of sale pursuant to this Mortgage, the Bank may redeem such prior Security Interest or procure the transfer of such Security Interest to itself and may settle and pass the accounts of the person entitled to such Security Interest. Any accounts so settled and passed are conclusive and binding on the Chargor.

21.2 The Chargor shall reimburse the Bank for any Costs incurred by the Bank in exercise of its rights under this clause.

22. **Opening a new account**

22.1 If the Bank receives notice of any subsequent Security Interest affecting the Charged Property, the Bank may open a new account for the Chargor in its books.

22.2 If the Bank does not open such new account, then, unless the Bank gives express written notice to the contrary to the Chargor, all payments by or on behalf of the Chargor to the Bank will be treated as from the time of receipt of notice of such subsequent Security Interest by the Bank as having been credited to a new account of the Chargor and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received.

23. **Suspense account**

The Bank may, in its discretion credit to any suspense or impersonal account and hold in such account, on such terms as the Bank may in its discretion think fit, all monies received, recovered or realised by the Bank pursuant to this Mortgage (including, without limitation, the proceeds of any conversion of currency) pending the application from time to time (as the Bank may effect in its discretion) of such monies and accrued interest, if any, in or towards satisfaction of the Secured Liabilities.

24. **Payments and withholding taxes**

The Chargor shall pay and discharge the Secured Liabilities without any set-off, counterclaim, restriction or condition, without regard to any equities between the Chargor and the Bank and free and clear of, and without deduction or withholding for, or on account of, any Taxes, except to the extent that the Chargor is required by law to deduct or withhold any Taxes on any amounts payable under this Mortgage, in which case it shall pay to the Bank such additional amount as may be necessary in order to ensure that the net amount received by the Bank after the required deduction or withholding (including, without limitation, any required deduction or withholding on such additional amount) be equal to the amount that the Bank would have received had no such deduction or withholding been made. Any additional amount paid under this clause shall be treated as agreed compensation and not as *interest*.

25. **Currency**

25.1 All monies received or held by the Bank or any Receiver in respect of the Secured Liabilities may, from time to time after demand has been made, be converted into such other currency as the Bank in its absolute discretion considers necessary or desirable to cover the obligations and liabilities actual or contingent of the Chargor in that other currency at the Exchange Rate for purchasing that other currency with the existing currency.

25.2 If and to the extent that the Chargor fails to pay the amount due on demand the Bank may in its absolute discretion without notice to the Chargor purchase at any time thereafter so much of any currency as the Bank considers necessary or desirable to cover the obligations and liabilities of the Chargor in such currency hereby secured at the Exchange Rate for purchasing such currency with sterling and the Chargor hereby agrees to indemnify the Bank against the full sterling cost incurred by the Bank for such purchase.

25.3 Neither the Bank or any Receiver shall be liable to the Chargor for any loss resulting from any fluctuation in exchange rates before or after the exercise of the foregoing powers.

25.4 No payment to the Bank (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made unless and until the Bank shall have received payment in full in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of such obligation or liability actual or contingent expressed in that currency the Bank shall have a further separate cause of action against the Chargor, shall be entitled to enforce the security constituted by this Mortgage and to recover the amount of the shortfall.

26. **Set-off**

The Chargor agrees the Bank may at any time without notice or further demand notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wherever situate including any accounts in the name of the Bank or of the Chargor jointly with others (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Liabilities. Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Exchange Rate for purchasing the currency for which the Chargor is liable, with the existing currency.

27. **Assignment**

27.1 The Bank may assign, transfer, novate or dispose of any of, or any interest in, its rights and obligations under this Mortgage, without regard to any equities between the Chargor and the Bank and without the consent of the Chargor.

27.2 The Bank may disclose to any person with whom it is proposing to enter into (or has entered into) any kind of assignment, transfer, novation or disposal in relation to this Mortgage any information concerning the Chargor and its Subsidiaries (if any) as the Bank may in its discretion think fit.

27.3 The Chargor may not assign, transfer, novate or dispose of any of, or any interest in, its rights and obligations under this Mortgage.

28. **Indemnity**

The Chargor shall indemnify the Bank and its officers and employees against all actions, proceedings, demands, claims, costs, expenses and other liabilities incurred by them in respect of all or any of the following:

(a) any act or omission by any of them in relation to all or any of the Charged Property;

(b) any payment relating to a Charged Property which is made at any time by them;

(c) any stamp, registration or similar Taxes which becomes payable in connection with the entry into, or the performance or enforcement of, this Mortgage;

(d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Mortgage; and

(e) any breach by the Chargor of any of its covenants or other obligations to the Bank,

except in the case of gross negligence or wilful misconduct on the part of that person.

29. **Consolidation**

Section 93 of the LPA shall not apply to this Mortgage or the security constituted by it.

30. **Tacking**

The Bank confirms that it shall make further advances to the Chargor on the terms and subject to the conditions of any agreements or side letters between any parties in relation to the Secured Liabilities.

31. **Waivers**

No failure or delay or other relaxation or indulgence on the part of the Bank to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

32. **Severability**

Each of the provisions of this Mortgage is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

33. **Third party rights**

Unless expressly provided in this Mortgage, no term of this Mortgage is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

34. **Effect as a deed**

This Mortgage shall take effect as a deed even if it is signed under hand on behalf of the Bank.

35. **Land Registry**

The Chargor hereby applies to the Chief Land Registrar for the registration against the registered titles (if any) of the Scheduled Property or, in the case of the first registration of the whole or any part of the Scheduled Property, against the Scheduled Property, or both, of:

35.1 a restriction in the following form:

"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 in favour of United Trust Bank Limited referred to in the Charges Register"; and

35.2 a notice that the Bank is under an obligation to make further advances on the terms and subject to the conditions of any agreements or side letters between any parties in relation to the Secured Liabilities.

36. **Notices**

36.1 Each party may give any notice, demand or other communication under or in connection with this Legal Charge by letter, facsimile or email addressed to the other party at the address, fax number or email address identified with its name below (or if not so identified, its registered office or address, fax number or email address last known to the sending party or subsequently notified in writing to the other party or any substitute address, fax number or email address as any party may notify to the other by not less than five Business Days' notice). Any such communication will be deemed to be given as follows:

(a) if personally delivered, at the time of delivery;

(b) if by letter, at noon on the Business Day following the day such letter was posted (or in the case of airmail, seven days after the envelope containing the same was delivered into the custody of the postal authorities);

(c) if by facsimile transmission or comparable means of communication during the business hours of the addressee then on the day of transmission, otherwise on the next following Business Day; and

(d) if by email, when actually received at the email address without an automated (or similar) message or error message.

36.2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission.

37. **Law and jurisdiction**

37.1 This Mortgage and any non-contractual obligations arising from or connected with it shall be governed by and construed in accordance with English law.

37.2 The Chargor agrees that any legal action or proceedings arising out of or in connection with this Mortgage against the Chargor or any of its assets may be brought in the English courts, irrevocably and unconditionally submits to the jurisdiction of such courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Bank to take proceedings against the Chargor in whatsoever jurisdictions it thinks fit, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not. The Chargor waives objection to the English courts on the grounds of inconvenient forum or otherwise as regards proceedings in connection with this Mortgage and agrees that the judgment or order of the English courts in connection with this Mortgage is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

37.3 Without prejudice to any other mode of service allowed under any relevant law, any claim form, application notice, order or other notice of legal process relating to this Mortgage may be served on the Chargor by posting it by pre-paid first class recorded delivery, or by any other delivery, to the address (if any) for service given in Schedule 3 (Address for service).

In witness whereof this Mortgage has been executed and delivered as a deed on the date written at the beginning of this Mortgage.

Schedule 1

The Chargor

Chargor name	Chargor number	Registered office
Kensington & Edinburgh Estates (Holloway Road – Retail Unit 3) Limited	10040071	2 Mile Oak Industrial Estate, Maesbury Road, Oswestry, Shropshire, SY10 8GA

Schedule 2

The Scheduled Property

Short Description of Property	Title Number (if any)
The leasehold land and buildings situated at Shop Unit 3, 262 Holloway Road, London (N7 6NE)	AGL408341

Schedule 3

Notice Details for Bank:

Address:	One Ropemaker Street London EC2Y 9AW
Fax No:	020 7190 5550
Telephone No:	020 7190 5555
Attention:	
Email address:	notice@utbank.co.uk

Notice Details for Chargor:

Address:

Fax No:

Telephone No:

Email Address:

Attention:

Executed as a Deed by)
Kensington & Edinburgh Estates
(Holloway Road – Retail Unit 3) Limited)
acting by a director in the presence of:)

Director

Signature of witness: .....

Name of witness: SUSANNA CAULFIELD

Address

Signed)
for and on behalf of)
United Trust Bank Limited)
by: ROSLING KING LLP)
Authorised signatory