



Registration of a Charge

Company name: **CLERKENWELL ESTATES LIMITED**

Company number: **11823218**



X819G2MH

Received for Electronic Filing: **15/03/2019**

Details of Charge

Date of creation: **14/03/2019**

Charge code: **1182 3218 0001**

Persons entitled: **OBLIX CAPITAL LTD**

Brief description: **201 BRONDESBURY PARK, LONDON NW2 5JN**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PLS SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11823218

Charge code: 1182 3218 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th March 2019 and created by CLERKENWELL ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th March 2019 .

Given at Companies House, Cardiff on 18th March 2019

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 14 MARCH.

2019

CLERKENWELL ESTATES LIMITED

OBLIX CAPITAL LTD

LEGAL MORTGAGE

in respect of

201 Brondesbury Park,

London,

NW2 5JN

THIS DEED is made on 14 MARCH 2019

BETWEEN:

- (1) **CLERKENWELL ESTATES LIMITED** (registered in England with number **11823218**) whose registered office is at 1 Kings Avenue, London, N21 3NA (**Borrower**); and
- (2) **OBLIX CAPITAL LTD** (registered in England with number 07572383) whose registered office is at 3rd Floor, The Place, 175 High Holborn, London, WC1V 7AA (**Lender**).

BACKGROUND:

- (A) The Lender has agreed pursuant to the Facility Letter to provide the Borrower with loan facilities on a secured basis.
- (B) The Borrower has agreed to enter into this Deed as security for the liabilities and obligations owed to the Lender.

IT IS AGREED:

1 Definitions and interpretation

- 1.1 In this Deed, unless the context otherwise requires, the following expressions have the following meanings:

Charged Property	means all the assets, debts, rights, undertakings and property and includes any part thereof or interest therein subject to the security interests created by this Deed (and references to the Charged Property include references to any part of it).
Dangerous Substance	means any radioactive emissions, noise, any natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) including (without limitation) any controlled, special, hazardous, toxic, radioactive or dangerous substance or waste, gives rise to a risk of causing harm to man or any other living organism or damaging the Environment or public health or welfare.
Default Rate	means the same rate at which default interest is payable under clause 7.5 of the Facility Letter.
Direction	has the meaning given to it in clause 8.3(e).
Environment	means all, or any of, the following media, namely the air (including, without limitation, the air within buildings and the air within other natural or man-made structures above or below ground), water (including, without limitation, ground and surface water) and land (including, without limitation, surface and sub-surface soil).
Environmental Law	means all applicable laws (including, without limitation, common law), regulations, directing codes of practice, circulars, guidance notices and the like having legal effect (whether in the United

Kingdom or elsewhere) concerning pollution or the protection of human health, the Environment, the conditions of the work place or the generation, transportation, storage, treatment or disposal of Dangerous Substances.

Event of Default	means an event of default as defined in the Facility Letter.
Expenses	means all interest commission fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Borrower or this Charge and/or the Charged Property and/or any breach of any provision of and the protection realisation or enforcement of this Charge in each case on a full indemnity basis
Facility Letter	means the facility letter dated on or about the date of this Deed pursuant to which the Lender agreed to make available to the Borrower a secured loan facility.
Finance Documents	has the meaning given to it in the Facility Letter.
Planning Acts	means the Town and Country Planning Acts 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 and any regulations or subordinate legislation made pursuant thereto or any other statute or regulation governing or controlling the use or development of land and buildings.
Property	means the property described in the schedule.
Receiver	means any one or more administrative receivers, receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to this Deed in respect of the Borrower or over all or any of the Charged Property.
Secured Liabilities	means all money, obligations and liabilities whatsoever or howsoever now or hereafter due, owing or incurred to the Lender by the Borrower in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety or guarantor together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith.
Security Interest	means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) a reference to any party to this Deed is, where relevant, deemed to be a reference to or to include, as appropriate, that party's respective successors and, in the case of the Lender, its successors or assigns;
- (b) a reference to a clause or schedule is to a clause or schedule of or to this Deed;
- (c) a reference to (or to any specified provision of) any agreement, deed or other instrument (including the Facility Letter) is to be construed as a reference to that agreement, deed or other instrument or that provision as it may have been or

hereafter be, from time to time, amended, varied, modified, supplemented, replaced, restated or novated but excluding for this purpose any amendment, variation, supplement or modification which is contrary to any provision of this Deed or the Facility Letter;

- (d) any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this Deed;
- (e) the index to and the headings in this Deed are inserted for convenience only and are to be ignored in construing this Deed;
- (f) the terms of the documents under which the Secured Liabilities arise and of any side letters between the Borrower and the Lender relating thereto are incorporated herein to the extent required for any purported disposition of the Charged Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
- (g) the parties intend that this document shall take effect as a Deed;
- (h) a reference to one gender includes a reference to the other gender;
- (i) words importing the plural shall include the singular and vice versa;
- (j) a reference to a person shall be construed as including a reference to an individual, firm, corporation, unincorporated body of persons or any state or any agency of a person;
- (k) unless the context otherwise requires or unless otherwise defined in this Deed words and expressions defined in the Facility Letter shall bear the same meanings when used herein.

2 Covenant to pay

- 2.1 The Borrower shall on demand pay to the Lender and discharge the Secured Liabilities when they become due or the dates for payment or discharge or, in the absence of an agreed or specified date, immediately on demand by the Lender.
- 2.2 If the Borrower fails to discharge any Secured Liabilities when due the Borrower shall pay on demand the Lender interest on such Secured Liabilities at the Default Rate including any and all Expenses from the due date and in the case of Expenses from the date when sum(s) was or were incurred until payment or discharge (both before and after judgement) with interest on a day to day basis and shall be compounded in accordance with usual practice of the Lender to the extent that it shall remain unpaid.

3 Charging clause

As a continuing security for the payment of the Secured Liabilities the Borrower charges in favour of the Lender with full title guarantee:

- (a) by way of first legal mortgage the Property, together with all present and future buildings and fixtures (including trade and tenants fixtures) which are at any time on or attached to the Property;
- (b) by way of first fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- (c) by way of first fixed charge all present and future plant, machinery and other items on or attached to and forming part of the Property;
- (d) by way of first fixed charge the proceeds of any sale, lease, or other disposition of the

Property or any part thereof and which may at any time be held or received by the Borrower or any third party on behalf of the Borrower;

- (e) by way of assignment all rights and claims of the Borrower against all lessees, sub-lessees, licencees or other occupiers of the Property or any part thereof and also against all guarantors and sureties for the obligations of any such person or other third parties in relation to the Property now or in the future existing and capable of being satisfied by the payment of money provided that nothing in this sub-clause shall constitute the Lender as mortgagee in possession;
- (f) by way of assignment all the Borrowers interest in and rights under any contracts or agreement for the sale, purchase, leasing, mortgaging, carrying out of works to, development or re-development of, or other dealing with the Property (including any rights against any person giving a guarantee or security for the performance of any obligations under any such contracts or agreements, guarantees, warranties and representations given or made by and any rights or remedies against all or any third parties including professional advisors now or in the future engaged by the Borrower in relation to the Charged Property and the manufacturers suppliers or installers of all plant machinery fixtures and fittings and other items now or at any time on the Charged Property and any other person or company from time to time under contract or duty to the Borrower and the benefit of all sums recovered or recoverable in any proceedings against all or any of such persons); and
- (g) by way of first fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under this Deed.

4 Continuing security

- 4.1 This security is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower or any other person of the whole or any part of the Secured Liabilities.
- 4.2 This security is to be in addition and without prejudice to any other security or securities which the Lender may now or hereafter hold for the Secured Liabilities or any part thereof and this security may be enforced against the Borrower without first having recourse to any other rights of the Lender.
- 4.3 The Borrower charges to the Lender with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities by way of first floating charge the undertaking and all other property assets and rights of the Borrower not effectively charged above both present and future.
- 4.4 The Lender may convert the floating charge contained in clause 4.3 into a fixed charge as regards any property if and when it so desires and shall become a fixed first charge pursuant to the provisions of this clause or by the operation of law.

5 Further assurance

5.1 General

- (a) The Borrower will at its own expense promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Lender may reasonably require for perfecting and protecting the security created (or intended to be created) by this Deed or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Lender's rights hereunder.
- (b) Any document required to be executed by the Borrower pursuant to this clause 5.1 will be prepared at the cost of the Borrower.

5.2 HM Land Registry

- (a) The Borrower hereby consents to the lodgement at HM Land Registry of an application

by or on behalf of the Lender for the entry of the following restriction on the register of title of the Property in the following terms:

"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 Oblix Capital Ltd referred to in the charges register [or [their conveyancer or specify appropriate details]]."

- (b) For the purposes of sub-section 94(1)(c) of the Law of Property Act 1925, sub-section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the Lender to make further advances will be deemed to be incorporated in this Deed as if the same were set out in this Deed.
- (c) For the purposes of Rule 108 of the Land Registration Rules 2003 and sub-section 49(3) of the Land Registration Act 2002, the Borrower hereby consents to the lodgement at HM Land Registry of an application by or on behalf of the Lender for the entry of a note of the obligation to make further advances on the register of title of the Property.

6 Negative pledge and disposal restrictions

Except to the extent permitted by the Facility Letter, during the continuance of the security created by this Deed, the Borrower will not, without the prior consent in writing of the Lender (which it may provide in its absolute discretion):

- (a) create or agree or attempt to create or permit to subsist (in favour of any person other than the Lender) any Security Interest over the whole or any part of the Charged Property; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Charged Property or any interest therein or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property.

7 Representations and warranties

The Borrower represents and warrants to the Lender on the date hereof and on each day that representations are deemed to be repeated in accordance with clause 13 of the Facility Letter that:

- 7.1 the Borrower has a good and marketable title to the Property
- 7.2 there are to its knowledge no proceedings, actions or circumstances relating to the Property which adversely affect its value or the ability of the Borrower or the Lender to use the Property for the purposes for which it is required to be used by the Borrower or otherwise
- 7.3 there are no breaches of any law or regulation which would adversely affect the value or use of the Charged Property
- 7.4 there are no covenants agreements stipulations reservations conditions interests rights or other matters whatsoever which may adversely affect the Charged Property
- 7.5 nothing has arisen or has been created or is subsisting which may be an overriding interest over the Charged Property
- 7.6 it has not received notice of any adverse claim in respect of the Charged Property or itself
- 7.7 to the best of its knowledge no waste or harmful or dangerous substance is or was present at the Charged Property .

8 Undertakings

8.1 Duration of undertakings

The Borrower undertakes to the Lender in the terms of the following provisions of this clause 8, such undertakings to commence on the date of this Deed and to continue for so long as the security constituted by this Deed (or any part thereof) remains in force.

8.2 General undertakings

- (a) It will conduct and carry on its business in a proper and efficient manner.
- (b) It will not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the security constituted by this Deed.
- (c) It will observe and perform all covenants and stipulations from time to time affecting the Charged Property (including, without limitation, any lease) or the mode of user or the enjoyment of the same, make all payments, carry out all registrations or renewals and generally use all reasonable endeavours to preserve and maintain the Charged Property.

8.3 Property undertakings

- (a) It will keep the Property and each and every part in a good and substantial state of repair and not without the prior written consent of the Lender (not to be unreasonably withheld or delayed) erect any buildings or structures on the Property or demolish all or any part of the Property or make any material additions or structural or other material alteration to or change the use of the Property or any part thereof or do or suffer to be done anything in relation to the Property which constitutes development (as that expression is defined in the Planning Acts).
- (b) It will observe and perform and as case might be enforce all covenants, agreements leases and stipulations from time to time affecting its interest in the Property or the mode of user or the enjoyment of the same and not do or suffer to be done any act or thing whereby any of its leasehold interest in the Property may become liable to forfeiture or otherwise be determined.
- (c) It will punctually pay and indemnify the Lender and any Receiver against all present and future rents, rates, taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of the Property or any part thereof or by the owner or occupier thereof.
- (d) It will not do or allow or omit to be done any act, matter or thing whereby any provisions of or regulations made under the Planning Acts shall be infringed nor contravene any other statutory provision or regulation or order of any local or other authority whatever affecting the Property nor make any application for the grant of planning permission within the meaning of the Planning Acts.
- (e) It will within seven days after receipt by it of any notice or order (a **Direction**) served on or issued to it by any local or other authority (whether under the Planning Acts or otherwise) in respect of the Property:
 - (i) give full particulars of the Direction to the Lender and, if so requested by the Lender, produce the Direction or a copy thereof to the Lender; and
 - (ii) advise the Lender from time to time of the steps taken or proposed to be taken by it to comply with the terms of the Direction; and
 - (iii) as soon as reasonably practicable take all reasonable or necessary steps to comply with the Direction; and
 - (iv) at the request of the Lender (but at the cost of the Borrower) make or join with the Lender in making such objections or representations against or in

respect of any proposal contained in the Direction as the Lender shall deem expedient in order to protect the Lender's security interest in the Property.

- (f) It will permit the Lender and such person or persons as it shall nominate at all reasonable times during business hours and on not less than 24 hours' written notice to it to enter into and upon the Property to view the state and condition of the Property and forthwith after service by the Lender of notice of any defect or want of repair without delay promptly remedy such defect or want of repair.
- (g) It will not without the prior written consent of the Lender grant any lease or tenancy of the Property or any part thereof or grant any person any contractual licence or the right to occupy the Property or otherwise part with possession of the Property or any part of the Property.
- (h) It will pay the rents reserved by and observe and perform the covenants, stipulations and conditions contained in any leases comprised in the Property and on its part as tenant to be paid, observed and performed and to use all reasonable endeavours to procure the observance and performance by the landlord under the said leases of the covenants, stipulations and conditions to be performed on the part of the landlord.
- (i) It will not without the prior written consent of the Lender (not to be unreasonably withheld or delayed) alter or vary or agree to alter or vary the terms of any lease in any material respect or surrender, cancel, dispose of or permit to be forfeited any leasehold interest under which the Property are held whether such lease be a lease under which it holds the Property or superior thereto or a lease which it has (with the Lender's consent) granted.
- (j) It will to the extent that there are any leases granted by it (with the consent of the Lender), use all reasonable endeavours to procure that the payment by such tenants to whom such leases have been granted of the rents reserved by and the observance and performance of the covenants, stipulations and conditions contained in such leases and to itself observe and perform the covenants, stipulations and conditions on its part to be observed and performed under such leases.
- (k) It will give immediate notice to the Lender if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in the Property.

8.4 Insurances

- (a) The Borrower shall effect:
 - (i) insurance of the Property and the plant and machinery on the Property on a full reinstatement basis, including, without limitation, site clearance, professional fees, VAT, subsidence [and not less than 3 years' loss of rent on all leases or tenancies applicable to any of the Property];
 - (ii) third party liability insurances in respect of the Property; and
 - (iii) such insurances in relation to its business or assets as a prudent company in the same business would effect,all such insurances to be in amount and in form and with an insurance company or underwriters acceptable to the Lender.
- (b) Any such insurance policy shall be taken out at the option of the Lender either:
 - (i) in the joint names of the Borrower and the Lender; or
 - (ii) with the interest of the Lender noted upon such insurance policy, whether or not as loss payee,in either case, the Borrower will ensure that such insurance policy contains such

provisions for the protection of the Lender as the Lender may from time to time require and shall include:

- (A) a standard mortgagee clause whereby such insurance shall not be vitiated or avoided as against a mortgagee in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of the insured party or any circumstance beyond the control of the insured party; and
 - (B) terms providing that it shall not be invalidated so far as the Lender is concerned for failure to pay any premium due without the Insurer first giving to the Lender not less than 14 days' notice.
- (c) The Borrower shall use its best endeavours to procure that there be given to the Lender copies of all policies of insurance in which the Borrower has an interest and such other information in connection with those policies as the Lender may require and will promptly notify the Lender of all claims made on the policies, renewals, material variations and cancellations of policies made or, to the knowledge of the Borrower, threatened or pending.
- (d) The Borrower shall not do or permit to be done anything which may make void or voidable any of the policies of insurance in which it has an interest.
- (e) The Borrower shall promptly pay all premiums and do all other things necessary to keep all of the policies of insurance in which it has an interest in full force and effect.
- (f) Subject to the provisions of any lease of all or part of the Property, all money payable under any insurance policy in respect of any loss or damage to the Property must be paid to the Lender and, at the option of the Lender, will be used either:
- (i) to repair, reinstate or replace the loss or damage in respect of which such money is paid; or
 - (ii) in repaying the Secured Liabilities;

and in the meantime will be paid into such account of the Borrower as the Borrower may require and the Borrower will promptly irrevocably instruct any insurer of a policy to pay the proceeds of it to the Lender and undertakes to the Lender to repeat that instruction if the Lender requires.

8.5 Deposit of documents

Subject to the rights of any prior mortgagee, the Borrower will promptly on request deposit with the Lender (or as it shall direct):

- (a) all deeds and documents of title relating to the Property; and
- (b) all such other documents relating to the Charged Property as the Lender may from time to time reasonably require.

8.6 Retention of documents

The Lender may retain any document delivered to it pursuant to clause 8.5 or otherwise until the security created by this Deed is released and if, for any reason it ceases to hold any such document before such time, it may by notice to the Borrower require that the relevant document be redelivered to it and the Borrower shall immediately comply (or procure compliance) with such notice.

8.7 Power to remedy

If the Borrower fails to comply with any of the covenants set out in clauses 8.1 to 8.5 the Borrower will allow (and hereby irrevocably authorises) the Lender and/or such persons as it shall nominate to take such action on behalf of the Borrower as shall be necessary to ensure that such covenants are complied with. In particular but without limitation, if the Borrower shall be in default of effecting or maintaining insurances or in producing any such policy or

receipt to the Lender on demand or as required by the Facility Letter, the Lender may take out or renew such insurances in any sum which the Lender may think expedient and all money expended and costs incurred by the Lender under this provision shall form part of the Secured Liabilities.

8.8 Indemnity

The Borrower will indemnify the Lender and will keep the Lender indemnified against all losses and reasonable costs, charges and expenses properly incurred by the Lender as a result of a breach by the Borrower of its obligations under clauses 8.1 to 8.5 and in connection with the exercise by the Lender of its rights contained in clause 8.7 above (other than those which arise due to the Lender's negligence or wilful default). All sums the subject of this indemnity will be payable by the Borrower to the Lender on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rests.

9 Attorney

The Borrower hereby irrevocably and by way of security appoints the Lender and every Receiver of the Charged Property or any part thereof appointed hereunder and any person nominated for the purpose by the Lender or any Receiver (in writing under hand signed by an officer of the Lender or any Receiver) severally as its Attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the Borrower's seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed or which may be required or deemed proper in the exercise of any rights or powers conferred on the Lender or any Receiver hereunder or otherwise for any of the purposes of this Deed and the Borrower hereby covenants with the Lender to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid.

10 Enforcement and powers of the Lenders

- 10.1 The restriction on the consolidation of mortgages imposed by section 93 of the Law of Property Act 1925 shall not apply to this Deed or to any security given to the Lender pursuant to this Deed.
- 10.2 Section 103 of the Law of Property Act 1925 shall not apply to the charges created by this Deed which shall immediately become enforceable and the power of sale and other powers conferred by section 101 of such Act (as varied or extended by this security) shall be immediately exercisable at any time after the service of a notice pursuant to clause 21 of the Facility Letter.
- 10.3 The powers conferred on mortgagees or receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security constituted by this Deed except insofar as they are expressly or impliedly excluded and where there is ambiguity or conflict between the powers contained in such Acts and those contained in this Deed, those contained in this Deed shall prevail.
- 10.4 The statutory power of sale exercisable by the Lender under this Deed is hereby extended so as to authorise the Lender to sever any fixtures from the Property and sell them separately from the Property.
- 10.5 At any time after this security shall have become enforceable or if so requested by the Borrower, the Lender may by writing under hand signed by any officer or manager of the Lender appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- 10.6 The statutory powers of leasing and accepting surrenders conferred upon the Lender by the Law of Property Act 1925 shall be extended so as to authorise the Lender to lease, make agreements for leases 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 the Lender thinks fit without the need to comply with any of the provisions of sections 99 and 100 of such Act.

- 10.7 All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as hereby varied or extended and all or any of the rights and powers conferred by this Deed on a Receiver (whether expressly or impliedly) may be exercised by the Lender without further notice to the Borrower at any time after this security shall have become enforceable and the Lender may exercise such rights and powers irrespective of whether the Lender has taken possession or has appointed a Receiver of the Charged Property.

11 Status, powers, removal and remuneration of Receiver

- 11.1 Any Receiver appointed hereunder shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Lender be in any way responsible for any misconduct, negligence or default of the Receiver.

- 11.2 Any Receiver appointed hereunder shall have power in addition to the powers conferred by the Law of Property Act 1925 and Schedule 1 of the Insolvency Act 1986 (which are hereby incorporated in this Deed) and notwithstanding the liquidation of the Borrower and provided that at all times that it acts in accordance with the instructions from time to time provide by the Lender and provided further nonetheless that the Receiver shall not be authorised to exercise any of the said powers insofar and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently:

- (a) to take possession of, collect and get in all or any part of the Charged Property and for that purpose to take any proceedings in the name of the Borrower or otherwise as he thinks fit;
- (b) generally to manage the Property and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business or any part thereof of the Borrower as he may think fit;
- (c) to make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient in the interests of the Lender;
- (d) for the purpose of exercising any of the powers, authorities and discretions conferred on him by this Deed and/or defraying any costs or expenses which may be incurred by him in the exercise thereof or for any other purpose to raise or borrow money or incur any other liability on such terms whether secured or unsecured as he may think fit and whether to rank for payment in priority to this security or not;
- (e) without restriction to sell, let or lease, or concur in selling, letting or leasing, and to vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Charged Property without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration, and the Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Charged Property or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
- (f) to make and effect all repairs, renewals and improvements to the Charged Property or any part of it as he may think fit and maintain, renew, take out or increase insurances;

- (g) to redeem any prior encumbrance and settle and pass the accounts of the person entitled to the prior encumbrance so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Borrower and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
 - (h) to appoint and discharge employees, officers, managers, agents, professionals and others for any of the purposes hereof or to guard or protect the Charged Property upon such terms as to remuneration or otherwise as he may think fit and to dismiss the same or discharge any persons appointed by the Borrower;
 - (i) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Borrower or relating in any way to the Charged Property or any part thereof;
 - (j) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings or submit to arbitration in the name of the Borrower in relation to the Charged Property or any part thereof as he shall think fit;
 - (k) to sever and sell plant, machinery or other fixtures sold separately from the property to which they may be annexed;
 - (l) to implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Charged Property and do all acts and things incidental thereto;
 - (m) to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
 - (n) to exercise on behalf of the Borrower and without the consent of or notice to the Borrower all the powers conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
 - (o) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property and to use the name of the Borrower for all the purposes aforesaid.
- 11.3 The Lender may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.
- 11.4 The Lender may from time to time fix the remuneration of any Receiver appointed by it.
- 11.5 If at any time there is more than one Receiver of all or any part of the Charged Property, each Receiver may exercise individually all of the powers conferred on a Receiver under this Deed and to the exclusion of the other Receiver or Receivers (unless the document appointing such Receiver states otherwise).

12 Application of moneys

- 12.1 All moneys received by the Lender or any Receiver appointed hereunder shall be applied in the following order:
- (a) in payment of the costs, charges and expenses incurred, and payments made, by the Lender and/or any Receiver;
 - (b) in payment of remuneration to the Receiver at such rates as may be agreed between him and the Lender at or any time after his appointment;
 - (c) in or towards satisfaction of the Secured Liabilities (in such order as the Lender shall

require); and

(d) the surplus (if any) shall be paid to the Borrower or other person entitled to it.

- 12.2 Following the enforcement of this Deed in accordance with clause 10, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Lender (or if not paid by the insurers directly to the Lender shall be held on trust for the Lender) and shall, at the option of the Lender, be applied in replacing or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Borrower) or (except in the case of leasehold Property) in reduction of the Secured Liabilities.
- 12.3 Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.
- 12.4 Subject to clause 12.1, any moneys received or realised by the Lender from the Borrower or a Receiver under this Deed may be applied by the Lender to any item of account or liability or transaction to which they may be applicable in such order or manner as the Lender may determine.
- 12.5 The Lender and any Receiver may place and keep (for such time as it shall think prudent) any money received, recovered or realised pursuant to this Deed in or at a separate suspense account (bearing interest at the Lender's normal rate for such an account) for so long and in such manner as the Lender may from time to time determine (to the credit of the Borrower or the Lender as the Lender shall think fit) and the Receiver may retain the same for such period as he and the Lender consider expedient without having any obligation to apply the same or any part thereof in or towards discharge of the Secured Liabilities.

13 Protection of third parties

- 13.1 No purchaser from, or other person dealing with, the Lender and/or any Receiver shall be obliged or concerned to enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable, or whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary, or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.
- 13.2 The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Lender or any Receiver.
- 13.3 In clauses 13.1 and 13.2 "purchaser" includes any person acquiring, for money or money's worth, any lease of, or Security Interest over, or any other interest or right whatsoever in relation to, the Charged Property.

14 Protection of Lender and Receiver

- 14.1 Neither the Lender nor any Receiver shall be liable in respect of all or any part of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful acts of default and recklessness.
- 14.2 Without prejudice to the generality of clause 14.1, entry into possession of the Property shall not render the Lender or the Receiver liable to account as mortgagee in possession and if and whenever the Lender enters into possession of the Property, it shall be entitled at any time at its discretion to go out of such possession.

15 Costs and expenses

- 15.1 The Borrower will fully indemnify each of the Lender and any Receiver appointed hereunder on demand from and against any expense (including legal fees), loss, damage or liability which the Lender (or any Receiver) may incur in connection with the negotiation, preparation, execution, modification, amendment, release and/or enforcement or attempted enforcement of, or preservation of the Lender's (or any Receiver's) rights under, this Deed or in relation to any of the Charged Property, including any present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent jurisdiction in connection with the execution or enforcement of this Deed or in consequence of any payment being made pursuant to this Deed (whether made by the Borrower or a third person) being impeached or declared void for any reason whatsoever.
- 15.2 The amounts payable under clause 15.1 above shall carry default interest at the Default Rate as well after as before judgment, from the dates on which they were paid, incurred or charged by the Lender or the Receiver (as the case may be) and shall form part of the Secured Liabilities and accordingly be secured on the Charged Property under the charges contained in this Deed. All such default interest shall be compounded on the last day of each month.
- 15.3 The Lender and any Receiver, attorney, agent or other person appointed by the Lender under this Deed and the officers and employees of the Lender (each an **Indemnified Party**) shall be entitled to be indemnified out of the Charged Property in respect of all costs and losses, which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:
- (a) anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed; or
 - (b) any breach by the Borrower of any of its obligations under this Deed; or
 - (c) any claim made or asserted against an Indemnified Party under Environmental Law which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.
- 16 Other security, cumulative powers and avoidance of payments**
- 16.1 This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice or be affected by any other security interest, right of recourse or other right whatsoever, present or future, (or the invalidity thereof) which the Lender may now or at any time hereafter hold or have (or would apart from this security hold or have) from the Borrower or any other person in respect of the Secured Liabilities.
- 16.2 The powers which this Deed confers on the Lender and any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the Lender or the Receiver thinks appropriate. The Lender or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The Borrower acknowledges that the respective powers of the Lender and the Receiver will in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.
- 16.3 If the Lender reasonably considers that any amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of the Borrower or otherwise, then for the purposes of this Deed such amount shall not be considered to have been paid.
- 16.4 Any settlement or discharge between the Borrower and the Lender shall be conditional upon no security or payment to the Lender by the Borrower or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment

relating to bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without limiting the other rights of the Lender hereunder) the Lender shall be entitled to recover from the Borrower the value which the Lender has placed upon such security or the amount of any such payment as if such settlement or discharge had not occurred.

17 Notice of subsequent charge

If the Lender receives notice of any subsequent Security Interest or other interest affecting the Charged Property it may open a new account or accounts for Borrower in its books and if it does not do so then (unless it gives express written notice to the contrary to the Borrower) as from the time of receipt of such notice by the Lender all payments made by the Borrower to the Lender (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities.

18 Exclusion of powers of leasing

During the continuance of this security the statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Borrower in relation to the Property or any part thereof.

19 Delegation

The Lender may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Lender under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Lender may think fit. The Lender will not be liable or responsible to the Borrower or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

20 Redemption of prior charges

The Lender may at any time following the security constituted by this Deed becoming enforceable redeem any and all prior Security Interests on or relating to the Charged Property or any part thereof or procure the transfer of such Security Interests to itself and may settle and pass the accounts of the person or persons entitled to the prior Security Interests. Any account so settled and passed shall be conclusive and binding on the Borrower. The Borrower will on demand pay to the Lender all principal monies, interest, costs, charges, losses, liabilities and reasonable expenses of and incidental to any such redemption or transfer.

21 Set-off

- 21.1 The Lender may at any time after the occurrence of an Event of Default which is continuing (without notice to the Borrower):
- (a) set-off or otherwise apply sums standing to the credit of the Borrower's accounts with the Lender (irrespective of the terms applicable to such accounts and whether or not such sums are then due for repayment to the Lender);
 - (b) set-off any other obligations (whether or not then due for performance) owed by the Lender to the Borrower,
- in or towards satisfaction of the Secured Liabilities.
- 21.2 The Lender may exercise such rights notwithstanding that the amounts concerned may be expressed in different currencies and the Lender is authorised to effect any necessary conversions at a market rate of exchange selected by it.

- 21.3 If the relevant obligation or liability is unliquidated or unascertained the Lender may set-off the amount it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

22 Notices

- 22.1 All notices demands or other communications under this Deed shall be made or given in accordance with clause 21 of the Facility Letter.
- 22.2 Notice given under this Deed shall not be validly served if sent by e-mail.

23 Valuation

The Lender, at its sole discretion and (save as otherwise agreed) expense, shall be entitled to have a valuation of the Property carried out from time to time by an independent surveyor or valuer (to be appointed at the Lender's sole discretion) and the Borrower consents to any

such valuation report being prepared and agrees to provide such access and other assistance as may reasonably be required by the Lender for such purposes. The Borrower shall ensure that any tenant or other occupier of the Property shall ensure that access and assistance is provided for the foregoing purposes.

24 Remedies and waivers

- 24.1 No failure or delay by the Lender in exercising any right, power or privilege under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 24.2 The rights and remedies of the Lender provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 24.3 A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

25 Invalidity of any provision

If any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired in any way.

26. Changes to the parties

- 26.1 The Borrower may not assign or agree to assign any of its rights or transfer any of its rights or obligations under this Deed.
- 26.2 The Lender may in its absolute discretion at any time sell assign or transfer all or any of its rights, benefits and/or obligations in relation to this Deed to any person or organisation the Lender in its absolute discretion so choses and if required by the Lender the Borrower shall enter into a new deed in the same terms as this Deed with the assignee;
- 26.3 The Borrower's rights, benefits and obligations under the this Deed will stay the same but the Borrower shall be bound to any person or organisation to whom the Lender sell assign or transfer;
- 26.4 That person or organisation will have all the Lender's rights, benefits and obligations so far as they are sold assigned or transferred, instead of the Lender; and
- 26.5 On completion of the assignment the Lender will be released automatically from its obligations to the Borrower.

26 Currency clauses

- 26.1 All monies received or held by the Lender or any Receiver under this Deed may be converted

into such other currency as the Lender considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Lender's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

- 26.2 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Borrower unless and until the Lender shall have received payment in full in the currency in which the 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 expressed in that currency the Lender shall have a further separate cause of action against the Borrower and shall be entitled to enforce the security constituted by this Deed to recover the amount of the shortfall.

27 Certificates

A certificate, determination, notification or opinion of the Lender as to any amount payable under this Deed will be prima facie evidence thereof except in the case of manifest error.

28 Counterparts

This Deed may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

29 Third parties

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause 29 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

30 Governing law

This Deed (and any dispute, proceedings or claims of whatever nature arising out of or in any way relating to this Deed) shall be exclusively governed by and construed in all respects in accordance with English law and the Borrower agrees that, 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 Lender to take proceedings against the Borrower 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.

This legal mortgage has been entered into as a deed on the date stated at the beginning of this legal mortgage.

The Schedule

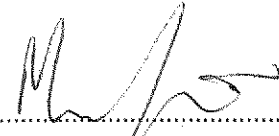
The Property

All that freehold land known as 201 Brondesbury Park, London, NW2 5JN and registered under title number MX365596

SIGNATORIES TO THE LEGAL MORTGAGE

The Borrower

SIGNED as a **DEED** by
CLERKENWELL ESTATES LIMITED
 acting by a director in the presence of:



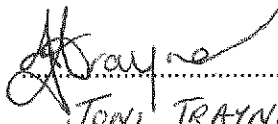
 (director)

Witness Signature

Witness Name

Witness Address

Witness Occupation



 JONI TRAYNOR

 C/O CLYDE & CO LLP

 THE ST. BOTOLPH BUILDING

 LONDON, EC3A 7AR

 SOLICITOR

The Lender

SIGNED as a **DEED** by **OBLIX**
CAPITAL LIMITED acting by a
 director in the presence of:

.....
 (director)

Witness Signature

Witness Name

Witness Address

Witness Occupation

.....

