



**Registration of a Charge**

Company Name: **BIG BEN LONDON LTD**

Company Number: **13248183**



XB1QMOKP

Received for filing in Electronic Format on the: **11/04/2022**

**Details of Charge**

Date of creation: **07/04/2022**

Charge code: **1324 8183 0001**

Persons entitled: **KSEYE CAPITAL HOLDINGS LIMITED**

Brief description: **10 OAKDALE ROAD, LONDON, N4 1NX REGISTERED AT THE LAND  
REGISTRY UNDER TITLE NUMBER MX391234.**

**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: **DKLM LLP**



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

Company number: 13248183

Charge code: 1324 8183 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th April 2022 and created by BIG BEN LONDON LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2022 .

Given at Companies House, Cardiff on 14th April 2022

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



**Companies House**



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

DATED

7 April

2022

**BIG BEN LONDON LTD (1)**

-and-

**KSEYE CAPITAL HOLDINGS LIMITED (2)**

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**DEBENTURE**

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## TABLE OF CONTENTS

Clause	Page
1. DEFINITIONS AND INTERPRETATION .....	2
2. COVENANT TO PAY.....	6
3. GRANT OF SECURITY.....	6
4. LIABILITY OF BORROWER .....	8
5. REPRESENTATIONS AND WARRANTIES .....	9
6. COVENANTS .....	9
7. POWERS OF THE LENDER .....	9
8. ENFORCEMENT .....	9
9. COSTS AND INDEMNITY .....	10
10. RELEASE.....	10
11. ASSIGNMENT AND TRANSFER .....	11
12. FURTHER PROVISIONS.....	11
13. NOTICES .....	13
14. GOVERNING LAW AND JURISDICTION .....	14
SCHEDULE 1 PROPERTY ..	15
Part 1- Registered property .....	15
Part 2 - Unregistered property .....	15
SCHEDULE 2 REPRESENTATIONS AND WARRANTIES .....	16
SCHEDULE 3 COVENANTS .....	17
SCHEDULE 4 POWERS OF LENDER .....	21
SCHEDULE 5 ENFORCEMENT.....	23
SCHEDULE 6 FURTHER POWERS OF RECEIVER.....	28
SCHEDULE 7 NOTICE DETAILS.....	31

THIS DEED is dated

7 April

2022

## PARTIES

- (1) **Big Ben London Ltd** incorporated and registered in England and Wales with company number 13248183 whose registered office is at B Estates, 92 High Road, London, England, N15 6JU (Borrower) and
- (2) **KSEYE Capital Holdings Limited** incorporated and registered in England and Wales with company number 10148866 whose registered office is at 1 Kenyngton Place, Harrow, Middlesex HA3 0DW ('the Lender').

## BACKGROUND

- (A) The Lender has agreed, pursuant to a facility agreement, to provide the Borrower with loan facilities on a secured basis.
- (B) The Borrower is the owner of the Properties.
- (C) This debenture provides security which the Borrower has agreed to give the Lender for the loan facilities made or to be made available under the said facility agreement and all liabilities and obligations arising under all other existing and future agreements, deeds or documents which the Borrower has agreed or does, in the future, agree shall be secured upon the Charged Property.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this debenture the definitions and rules of interpretation in this clause apply.

Administrator:	an administrator appointed to manage the affairs, business and property of the Borrower pursuant to paragraph 15 of Schedule 5
Business Day:	a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market.
Charged Property:	all the assets, property and undertaking from time to time subject to the security interests created by this debenture (and references to the Charged Property include references to any part of it)
Costs:	all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation,

	professional fees, disbursements and any value added tax charged on Costs.
Encumbrance:	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
Environment:	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.
Environmental Law:	all applicable laws, statutes, regulations, secondary legislations, bye-laws, common law, directive, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.
Equipment:	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, and apparatus and other tangible moveable property from time to time owned by the Borrower including any part of it and all spare parts, replacements, modifications and additions.
Event of Default:	Means any event which falls within the definition of an Event of Default any of the Facility Agreements.
Facility Agreements:	<p>(a) the loan facility agreement of even date herewith between the Lender and the Borrower for the provisions of the loan facilities secured by this debenture as amended from time to time; and</p> <p>(b) all other existing and/or future agreements, deeds or documents, as amended from time to time , by or in relation to which the borrower has agreed, or does in future agree, in writing that the Borrower's liabilities and obligations to the Lender are to be secured upon the Charged Property.</p>
Financial Collateral:	shall have the meaning given to that

Financial Collateral Regulations:	expression in the Financial Collateral Regulations. the Financial Collateral Arrangements (No. 2) Regulations 2003 (Sf 2003/3226)
Properties:	All freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds and interest (including (but not limited to) the properties which are briefly described in Schedule 1`) and Property means any of them.
Receiver:	a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 5.
Secured Liabilities:	All present and future monies, obligations and liabilities owned by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally as principal or surety and/or in any other capacity whatsoever under or in connection with the Facility Agreements or this debenture together with all interests (including, without limitation, default interest) accruing in respect of such monies, obligations or liabilities.
Security Financial Collateral Arrangement:	shall have the meaning given to that expression in the Financial Collateral Regulations.
Security Period:	the period starting on the date of this debenture and ending on the date on which all the Secured Liabilities have been unconditional and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

## 1.2 Interpretation

Unless the context otherwise requires, in this debenture:

- 1.2.1 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 debenture,

- 1.2.2 a reference to one gender includes a reference to the other genders,
- 1.2.3 words in the singular include the plural and in the plural include the singular,
- 1.2.4 a reference to a clause or Schedule is to a clause of, or Schedule to, this debenture and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires,
- 1.2.4 the reference to continuing in relation to any of the events mentioned in paragraph 1 of Schedule 5 means an event which has not been remedied or waived,
- 1.2.5 a reference to this debenture (or any specified provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force from time to time and as amended or novated from time to time,
- 1.2.6 a reference to a person shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person,
- 1.2.7 a reference to an amendment includes a supplement, variation, novation or re-enactment (and amended shall be construed accordingly),
- 1.2.8 a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description,
- 1.2.9 a reference to an authorisation includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation,
- 1.2.10 a reference to a lease includes a reference to a tenancy,
- 1.2.11 a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- 1.2.12 a reference to the Borrower or the Lender shall include its successors, permitted transferees and permitted assigns,
- 1.2.13 where the Borrower comprises more than one person the liabilities and obligations under this Debenture of the persons comprising the Borrower shall be joint and several,
- 1.2.14 where there is any conflict between the terms of this debenture and the Facility Agreements, the terms of the Facility Agreements shall prevail, and
- 1.2.15 clause, Schedule and paragraph headings shall not affect the interpretation of this debenture.

### 1.3 Clawback

If the Lender considers that an amount paid by the Borrower in respect of the Secured



Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this debenture.

**1.4 Nature of security over real property**

A reference in this deed to a charge or mortgage of or over any Property includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time,
- 1.4.2 the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property,
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Property, and any monies paid or payable in respect of those covenants, and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

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

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the terms of the Facility Agreements and of any side letters between any parties in relation to the Facility Agreements are incorporated into this debenture.

**1.6 Insolvency Act 1986**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this debenture.

**2. COVENANT TO PAY**

The Borrower shall on demand pay to the Lender and discharge the Secured Liabilities when they become due.

**3. GRANT OF SECURITY**

**3.1 Charging clause**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee:

- 3.1.1 charges to the Lender, by way of first legal mortgage, all the Properties specified in Schedule 1,
- 3.1.2 charges to the Lender, by way of first fixed charge:
  - 3.1.2.1 all Properties acquired by the Borrower in the future,
  - 3.1.2.2 all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property,

- 3.1.2.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,
- 3.1.2.4 all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them,
- 3.1.2.5 all present and future goodwill and uncalled capital for from time to time of the Borrower, and
- 3.1.2.6 all Equipment, and
- 3.1.3 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1.1 and clause 3.1.2.

### 3.2 Automatic conversion of floating charge

The floating charge created by clause 3.1.3 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

#### 3.2.1 the Borrower:

- 3.2.1.1 creates, or attempts to create, over all or any part of the Charged Property an Encumbrance without the prior written consent of the Lender or any trust in favour of another person, or
- 3.2.1.2 disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business), or

- 3.2.2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or
- 3.2.3 any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property, or
- 3.2.4 the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.

### 3.3 Conversion of floating charge by notice

The Lender may in its sole discretion at any time by written notice to the Borrower convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice.

### 3.4 Assets acquired after any floating charge crystallisation

Any asset acquired by the Borrower after any crystallisation of the floating charge created under this debenture which but for such crystallisation would be subject to a floating charge under this debenture shall (unless the Lender otherwise confirms in writing to the contrary to the Borrower) be charged to the Lender by way of first fixed charge.

### 3.5 Registration at the Land Registry

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to each Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 7 April 2022 in favour of KSEYE CAPITAL HOLDINGS LIMITED referred to in the charges register or their conveyancer."

### 3.6 Further advances

The security hereby constituted is made to secure further advances. The Lender covenants with the Borrower that the Lender shall perform its obligations to make an advance or advances under the Facility Agreements (including any obligation to make available further advances).

### 3.7 First registration

If the title to the Properties is not registered at the Land Registry, the Borrower shall ensure that no person (other than the Borrower) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Properties, without the prior written consent of the Lender.

### 3.8 Cautions against first registration and notices

Whether or not title to the Properties is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Borrower's title to the Properties, the Borrower shall as soon as reasonably practicable provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this debenture, the Borrower shall immediately, and at his own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

## 4. LIABILITY OF BORROWER

### 4.1 Liability not discharged

The liability of the Borrower under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1 any security, guarantee, indemnity, remedy or other right held by or available to the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground, or
- 4.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person, or
- 4.1.3 any other act or omission which but for this Clause 4.1 might have discharged or otherwise prejudiced or affected the liability of the Borrower.

4.2 Immediate recourse

The Borrower waives any right it may have to require the Lender to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this debenture against the Borrower.

5. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender in the terms set out in Schedule 2. The representations and warranties set out in Schedule 2 are made by the Borrower on the date of this debenture shall be deemed to be made by the Borrower on each day of the Security Period with reference to the facts and circumstances then existing.

6. COVENANTS

The Borrower covenants with the Lender during the continuance of the security constituted by this debenture in the terms set out in Schedule 3.

7. POWERS OF THE LENDER

The Lender shall have the powers set out in Schedule 4.

8. ENFORCEMENT

8.1 Enforcement events

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this debenture) shall arise on the execution of this debenture. The security constituted by this debenture shall be immediately enforceable if any of the events set out in paragraph 1 of Schedule 5 occurs. The parties to this debenture agree that the provisions of Schedule 5 shall apply to this debenture and shall be binding between them.

8.2 Receiver's powers

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 6.

8.3 Right of appropriation

To the extent that the Charged Property constitutes Financial Collateral and this debenture and the obligations of the Borrower hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted by this debenture has become enforceable, to appropriate all or any of that Charged Property in or towards the payment and/or discharge of the

Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine. The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

## 9. COSTS AND INDEMNITY

### 9.1 Costs

The Borrower shall pay to or reimburse the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in connection with:

- 9.1.1 this debenture or the Charged Property, or
- 9.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this debenture, or
- 9.1.3 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this debenture or the Secured Liabilities) together with, in the case of clause 9.1.2 and clause 9.1.3, interest on the amount due which shall accrue and be payable from the date on which the relevant Cost has been incurred until full discharge of that Cost (whether before or after judgment) at the rate and in the manner applying from time to time under the most recent Facility Agreement or as otherwise agreed in writing between the Lender and the Borrower.

### 9.2 Indemnity

The Lender and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

- 9.2.1 the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this debenture, or
- 9.2.2 any matter or thing done or omitted to be done in relation to the Charged Property under those powers, or
- 9.2.3 any default or delay by the Borrower in performing any of its obligations under this debenture.

## 10. RELEASE

### 10.1 Release

Subject to clause 12.3, upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Borrower, take whatever action is

necessary to release the Charged Property from the security constituted by this debenture.

**11. ASSIGNMENT AND TRANSFER**

**11.1 Assignment by Lender**

The Lender may at any time, without the consent of the Borrower, assign or transfer the whole or any part of the Lender's rights and/or obligations under this debenture to any person.

**11.2 Assignment by Borrower**

The Borrower may not assign any of its rights or transfer any of its obligations under this debenture or enter into any transaction, that would result in any of those rights or obligations passing to another person.

**12. FURTHER PROVISIONS**

**12.1 Independent security**

This debenture shall be in addition to and independent of every other security or guarantee which the Lender may at any time hold for any of the Secured Liabilities and no prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this debenture.

**12.2 Continuing security**

This debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Lender discharges this debenture in writing.

**12.3 Discharge conditional**

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement:

12.3.1 the Lender or its nominee shall be at liberty to retain this debenture and the security created by or pursuant to this debenture, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender shall deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and

12.3.2 the Lender shall be entitled to recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred.

#### 12.4 Certificates

A certificate or determination by the Lender as to any amount from time to time due to it from the Borrower shall (in the absence of any manifest error) be conclusive evidence of the amount due.

#### 12.5 Rights cumulative

The rights and powers of the Lender conferred by this debenture are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.

#### 12.6 Waivers

Any waiver or variation of any right by the Lender (whether arising under this debenture or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision.

#### 12.7 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall in any way preclude the Lender from exercising any right or power under this debenture or constitute a suspension or variation of any such right or power.

#### 12.8 Delay

No delay or failure to exercise any right or power under this debenture shall operate as a waiver.

#### 12.9 Single or partial exercise

No single or partial exercise of any right under this debenture shall prevent any other or further exercise of that or any other such right.

#### 12.10 Consolidation

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this debenture.

#### 12.11 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

#### 12.12 Counterparts

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

**12.13 Third party rights**

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture.

**12.14 Perpetuity period**

If the rule against perpetuities applies to any trust created by this debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

**13. NOTICES**

**13.1 Service**

Any notice or other communication given under this debenture shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first-class post, by fax or by e mail to the address, fax number or e mail address and for the attention of the relevant party as set out in Schedule 7 or such other address, fax number or e mail address as may be notified in writing from time to time by the relevant party to the other party.

**13.2 Receipt**

Receipt of any notice, given under clause 13.1 above, shall be deemed to be:

**13.2.1** If delivered personally, at the time of delivery, or

**13.2.2** In the case of pre-paid first-class letter, 48 hours from the date of posting, or

**13.2.3** In the case of a fax or email when transmitted, but

if deemed receipt occurs:

**13.2.3.1** before 9:00am on a Business Day, the notice shall be deemed to have been received at 9:00am on that day, or

**13.2.3.2** after 5:00pm on a Business Day or on a day that is not a Business Day, the notice shall be deemed to have been received at 9:00am on the next Business Day.

**13.3 Proof of service**

In proving service of a notice, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party as set out in Schedule 7 (or as otherwise notified by that party under clause 13.1 above) and delivered either:



13.3.1 to that address, or

13.3.2 into the custody of the postal authorities as a pre-paid recorded delivery first-class letter.

**14. GOVERNING LAW AND JURISDICTION**

**14.1 Governing law**

This debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**14.2 Jurisdiction**

The parties to this debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this debenture 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.

**14.3 Other service**

The Borrower irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this debenture relating to service of notices. Nothing contained in this debenture shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1  
PROPERTY

Part 1 - Registered property

The freehold property known as 10 Oakdale Road, London, N4 1NX registered at the Land Registry under title number MX391234.

## **SCHEDULE 2 REPRESENTATIONS AND WARRANTIES**

### **1. OWNERSHIP OF CHARGED PROPERTY**

The Borrower is the legal and beneficial owner of the Charged Property free from any Encumbrance other than the Encumbrances created by this debenture.

### **2. ADVERSE CLAIMS**

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it.

### **3. ADVERSE COVENANTS**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property.

### **4. NO BREACH OF LAWS**

There is no breach of any law or regulation, which materially adversely affects the Charged Property.

### **5. NO INTERFERENCE IN ENJOYMENT**

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

### **6. NO OVERRIDING INTERESTS**

Nothing has arisen or has been created or is subsisting, which would be an overriding interest in any Property.

### **7. AVOIDANCE OF SECURITY**

No Encumbrance expressed to be created by this debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise.

### **8. ENVIRONMENTAL COMPLIANCE**

The Borrower has at all times complied in all material respects with all applicable Environmental Law.

**SCHEDULE3  
COVENANTS**

**1       NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Borrower shall not at any time, except with the prior written consent of the Lender:

- 1.1.1     create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrances created by this debenture, or
- 1.1.2     sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under this debenture, or
- 1.1.3     create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party.

**2       TRADING AND PRESERVATION OF CHARGED PROPERTY**

The Borrower shall:

- 2.1.1     carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties as are, or may be, used for the purposes of trade or business, and
- 2.1.2     not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this debenture.

**3       STATUTORY COMPLIANCE**

The Borrower shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Property.

**4       PROVISION OF INFORMATION**

The Borrower shall:

- 4.1.1     promptly provide to the Lender whatever information, documents or papers relating to the Charged Property as the Lender may from time to time request, and
- 4.1.2     inform the Lender promptly of any acquisition by the Borrower of, or contract made by the Borrower to acquire, any freehold, leasehold or other interest in property.

**5       INSURANCE**

5.1 The Borrower shall:

- 5.1.1 insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by the Lender in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Lender shall from time to time request,
- 5.1.2 procure that the interest of the Lender is noted on all its policies of insurance in such manner as the Lender may in its absolute discretion require, and
- 5.1.3 duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect.

5.2 All monies payable at any time under any insurance policy relating to the whole or any part of the Charged Property (whether or not the security constituted by this debenture has become enforceable) shall:

- 5.2.1 be paid immediately to the Lender,
- 5.2.2 if they are not paid directly to the Lender by the insurers be held, pending such payment, by the Borrower as trustee of the same for the benefit of the Lender, and
- 5.2.3 at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of the Secured Liabilities.

6 REPAIR

The Borrower shall:

- 6.1.1 at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Properties,
- 6.1.2 keep all Equipment in good repair, working order and condition and fit for its purpose, and
- 6.1.3 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.

7 PLANNING INFORMATION

The Borrower shall:

- 7.1.1 give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (Planning Notice) that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and

7.1.2 (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Lender in making, such objections

8 PROPERTY INFORMATION

The Borrower shall inform the Lender promptly of any acquisition by the Borrower of, or contract made by the Borrower to acquire, any freehold, leasehold or other interest in any property.

9 PROPRIETARY RIGHTS

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Lender.

10 NOTICE OF BREACH

The Borrower shall promptly upon becoming aware of the same give the Lender notice in writing of any breach of:

10.1.1 any representation or warranty set out in Schedule 2, and

10.1.2 any covenant set out in this Schedule 3.

II TITLE DOCUMENTS

The Borrower shall on the execution of this debenture (or, if later, the date of acquisition of the relevant Charged Property) deposit with the Lender and the Lender shall during the continuance of this debenture be entitled to hold all deeds and documents of title relating to the Charged Property which are in the possession or control of the Borrower (and, if not within the possession and/or control of the Borrower, the Borrower undertakes to obtain possession of all such deeds and documents of title).

12 FURTHER ASSURANCE

The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender shall in its absolute discretion from time to time require over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

13 INSPECTION

The Borrower shall permit the Lender and any Receiver and any person appointed by either of them to enter upon and inspect any Property during normal business hours upon reasonable prior notice.

14 BORROWER'S WAIVER OF SET-OFF

The Borrower waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Borrower under this debenture).

## SCHEDULE 4 POWERS OF LENDER

### 1 POWER TO REMEDY

The Lender shall be entitled (but shall not be bound) to remedy a breach at any time by the Borrower of any of its obligations contained in this debenture and the Borrower irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.

### 2 EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this debenture and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

### 3 POWER TO DISPOSE OF CHATTELS

At any time after the security constituted by this debenture shall have become enforceable, the Lender or any Receiver:

- 3.1.1 may dispose of any chattels or produce found on any Property as agent for the Borrower, and
- 3.1.2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Borrower against any liability arising from such disposal.

### 4 PRIOR ENCUMBRANCES

At any time after the security constituted by this debenture shall have become enforceable or after any powers conferred by any Encumbrance having priority to this debenture shall have become exercisable, the Lender may:

- 4.1.1 redeem such or any other prior Encumbrance or procure its transfer to itself, and
- 4.1.2 settle any account of the holder of any prior Encumbrance.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower and all monies paid by the Lender to an encumbrancer in settlement of such an account shall, be paid or reimbursed by the Borrower to the Lender on demand together with interest on the amount due which shall accrue and be payable from the date on which the relevant demand is made by the Lender until full discharge (whether before or after judgment) at the rate and in the manner applying from time to time under the most recent Facility Agreement or as otherwise agreed in writing between the Lender and the Borrower.

### 5 CONVERSION OF CURRENCY

For the purpose of or pending the discharge of any of the Secured Liabilities the Lender may convert any monies received, recovered or realised by the Lender under this debenture (including the proceeds of any previous conversion under this

paragraph 5) from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit and any such conversion shall be effected at a market rate selected by the Lender. Each previous reference in this paragraph 5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

## 6 NEW ACCOUNTS

6.1 If the Lender receives notice of any subsequent Encumbrance or other interest affecting all or part of the Charged Property, the Lender may open a new account or accounts for the Borrower in the Lender's books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of the Borrower in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities.

6.2 If the Lender does not open a new account or accounts immediately on receipt of notice under paragraph 6.1 of this Schedule 4, then, unless the Lender gives express written notice to the contrary to the Borrower, as from the time of receipt of the relevant notice by the Lender all payments made by the Borrower to the Lender 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.

## 7 LENDER'S SET-OFF RIGHTS

If the Lender shall have more than one account for the Borrower in its books the Lender may at any time after:

7.1.1 the security constituted by this debenture has become enforceable, or

7.1.2 the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but the Lender shall notify the Borrower of the transfer once made.

## 8 INDULGENCE

The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this debenture (whether or not such person or persons are jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this debenture or to the liability of the Borrower for the Secured Liabilities.



SCHEDULES  
ENFORCEMENT

1 ENFORCEMENT EVENTS

This debenture shall be enforceable if:

- 1.1.1 any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Borrower (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be), or
- 1.1.2 the Borrower shall be in breach of any of its obligations under this debenture or under any other agreement between the Borrower and the Lender and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the Borrower to remedy the breach, or
- 1.1.3 the Borrower:
  - 1.1.3.1 becomes unable to pay its debts as they fall due (and/or the value of the Borrower's assets is less than the amount of its liabilities, taking into account the Borrower's contingent and prospective liabilities), or
  - 1.1.3.2 commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness, or
  - 1.1.3.3 makes a general assignment for the benefit of, or a composition with, its creditors, or
- 1.1.4 the Borrower passes any resolution or takes any corporate action or a petition is presented or proceedings are commenced or any action is taken by any person for its winding-up, dissolution, administration or re- organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues and assets, or
- 1.1.5 a distress, execution, attachment or other legal process is levied or enforced upon or sued against all or any part of the assets of the Borrower and remains undischarged for seven days, or
- 1.1.6 any event occurs in relation to the Borrower that is analogous to those set out in paragraph 1.1.3, paragraph 1.1.4 or paragraph 1.1.5 of this Schedule 5, or
- 1.1.7 any representation, warranty or statement made or deemed to be made by the Borrower under this debenture is or proves to have been incorrect or misleading in any material respect when made or deemed to be made, or
- 1.1.8 an Event of Default occurs,

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may in its absolute discretion enforce all or any part of the security created by this debenture as it sees fit.

## 2 STATUTORY POWER OF SALE

The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this debenture, but the Lender shall not exercise such power of sale until the security constituted by this debenture has become enforceable under paragraph 1 of this Schedule 5.

## 3 EXTENSION OF STATUTORY POWERS

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Lender under this debenture and are extended so as to authorise the Lender whether in its own name or in that of the Borrower to make any lease or agreement for lease, vary any lease, accept surrenders of lease or grant any option of the whole or any part or parts of the freehold and leasehold property of the Borrower with whatever rights relating to other parts of it and containing whatever covenants on the part of the Borrower and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender thinks fit.

## 4 PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:

4.1.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable, or

4.1.2 to see to the application of any money paid to the Lender or any Receiver.

## 5 NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Lender nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Property for which a mortgagee in possession might as such be liable.

## 6 APPOINTMENT OF RECEIVER

6.1 At any time after the security constituted by this debenture has become enforceable, or at the request of the Borrower, the Lender may without further notice:

6.1.1 appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Property, and

- 6.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may in like manner appoint another in his place.

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Lender specifies to the contrary).

- 6.2 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable immediately upon its being paid by the Lender.

## 7 POWERS ADDITIONAL

- 7.1 The powers of sale and appointing a Receiver conferred by this debenture shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.

- 7.2 The power to appoint a Receiver (whether conferred by this debenture or by statute) shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part of the Charged Property.

## 8 AGENT OF THE BORROWER

Any Receiver appointed by the Lender under this debenture shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.

## 9 POWERS OF RECEIVER

Any Receiver appointed by the Lender under this debenture shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and in particular the powers set out in Schedule 6.

## 10 ORDER OF APPLICATION OF PROCEEDS

All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied:

- 10.1.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it),
- 10.1.2 second in paying the remuneration of any Receiver (as agreed between him and the Lender),
- 10.1.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine, and

10.1.4 finally in paying any surplus to the Borrower or any other person entitled to it.

11 SECTION 109(8) LAW OF PROPERTY ACT 1925

Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

12 SUSPENSE ACCOUNT

All monies received by the Lender or a Receiver under this debenture may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Borrower and may be held in such account for so long as the Lender or Receiver thinks fit.

13 POWER OF ATTORNEY

By way of security the Borrower irrevocably appoints the Lender and every Receiver separately to be the attorney of the Borrower and in its name and on its behalf and as its act and deed to execute any documents, and do any acts and things which:

13.1.1 the Borrower is required to execute and do under this debenture, and/or

13.1.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this debenture or by law on the Lender or any Receiver.

14 RATIFICATION OF ACTS OF ATTORNEY

The Borrower ratifies and confirms and agrees to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 13 of this Schedule 5.

15 APPOINTMENT OF AN ADMINISTRATOR

15.1 The Lender may without notice to the Borrower appoint any one or more persons to be an administrator of the Borrower pursuant to paragraph 14 Schedule B 1 of the Insolvency Act 1986 if this debenture becomes enforceable.

15.2 Any appointment under this paragraph 15 shall:

15.2.1 be in writing signed by a duly authorised signatory of the Lender, and

15.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B 1 are satisfied.

- 15.3** The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this paragraph 15 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.

**SCHEDULE 6  
FURTHER POWERS OF RECEIVER**

**1 TO REPAIR AND DEVELOP PROPERTIES**

A Receiver may undertake or complete any works of repair, building or development on the Properties.

**2 TO SURRENDER AND VARY LEASES**

A Receiver may grant or accept surrenders of any leases or tenancies affecting the Properties or vary the terms of any leases or tenancies affecting the Properties upon such terms and subject to such conditions as he thinks fit.

**3 TO EMPLOY PERSONNEL AND ADVISORS**

A Receiver may provide services and employ, or engage, such managers contractors and other personnel and professional advisors on such terms as he deems expedient.

**4 TO MAKE VAT ELECTIONS**

A Receiver may make such elections for value added tax purposes as he thinks fit.

**5 TO CHARGE REMUNERATION**

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him.

**6 TO REALISE CHARGED PROPERTY**

A Receiver may collect and get in the Charged Property in respect of which he is appointed or any part thereof and for that purpose make such demands and take any proceedings as may seem expedient and to take possession of the Charged Property with like rights.

**7 TO MANAGE OR RECONSTRUCT THE BORROWER'S BUSINESS**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower.

**8 TO DISPOSE OF CHARGED PROPERTY**

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Borrower in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Borrower) and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such

consideration as he shall think fit and he may promote or concur in promoting a company to purchase the property to be sold.

9 TO MAKE SETTLEMENTS

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person which he may think expedient.

10 TO IMPROVE EQUIPMENT

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

11 TO MAKE CALLS ON BORROWER MEMBERS

A Receiver may make calls conditionally or unconditionally on the members of the Borrower in respect of the uncalled capital with such and the same powers for that purpose and for the purpose of enforcing payments of any calls so made as are conferred by the articles of association of the Borrower on its directors in respect of calls authorised to be made by them.

12 TO APPOINT STAFF AND AGENTS

A Receiver may appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine.

13 TO INSURE

A Receiver may, if he thinks fit, but without prejudice to the indemnity contained in clause 9, effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance.

14 LAW OF PROPERTY ACT 1925

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

15 TO BORROW

A Receiver may for any of the purposes authorised by this Schedule 6 raise money by borrowing from the Lender or from any other person on the security of all or any of the Charged Property in respect of which he is appointed upon such terms (including if the Lender shall consent to terms under which such security ranks in priority to this debenture) as he shall think fit.

16 TO REDEEM PRIOR ENCUMBRANCES

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates and any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower and the monies so paid will be deemed to be an expense properly incurred by him.

17        INCIDENTAL POWERS

A Receiver may do all such other acts and things:

- 17.1.1    as he may consider desirable or necessary for realising any of the Charged Property,
- 17.1.2    as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law, or
- 17.1.3    which he lawfully may or can do as agent for the Borrower.

18        SCOPE OF POWERS

Any exercise of any of these powers may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in paragraph 11 of this Schedule 6) or himself.



SCHEDULE7 NOTICE  
DETAILS

The Borrower:  
6JU

B Estates, 92 High Road, London, England, N15

marked for the attention of The  
Directors

The Lender:

1 Kenyngton Place, Harrow, HA3 0DW  
marked for the attention of The Directors

Executed as a deed by  
**Big Ben London Ltd**  
acting by one director  
in the presence of:



SIGNATURE OF DIRECTOR  
Director



SIGNATURE OF WITNESS TO ABOVE  
SIGNATURE

Witness Name: Solicitor

Witness Address:

JONATHAN B. KANDLER  
Bude Nathan Iwanier LLP  
1-2 Temple Fortune Parade  
Bridge Lane, London NW11 0QN  
SOLICITOR

Witness Occupation:



DATED

2022

**MIRIAM FRIDA BRESLER (1)**

-and-

**KSEYE CAPITAL HOLDINGS LIMITED (2)**

DIRECTOR'S  
GUARANTEE AND INDEMNITY  
LIABILITIES  
Individual Guarantor  
UNREGULATED

## TABLE OF CONTENTS

Clause	Page
1. INTERPRETATION.....	3
2. GUARANTEE AND INDEMNITY.....	4
3. LENDER PROTECTIONS .....	5
4. INTEREST .....	7
5. COSTS.....	7
6. REPRESENTATIONS AND WARRANTIES .....	7
7. ACCOUNTS .....	7
8. DISCHARGE CONDITIONAL .....	8
9. PAYMENT.....	8
10. TRANSFER .....	9
11. SET-OFF .....	9
12. EVIDENCE OF AMOUNTS AND CERTIFICATES .....	9
13. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS .....	9
14. SEVERANCE.....	10
15. THIRD PARTY RIGHTS .....	10
16. COUNTERPARTS .....	10
17. NOTICES .....	10
18. GOVERNING LAW AND JURISDICTION .....	11
SCHEDULE 1 REPRESENTATIONS AND WARRANTIES .....	12
SCHEDULE 2 DATA PROTECTION .....	14

THIS DEED is dated

2022

## PARTIES

- (1) **Miriam Frida Bresler** of 13 Grovelands Road, London, England, N15 6BT as a director of the Borrower as guarantor and indemnifier (the Guarantor) and
- (2) **KSEYE Capital Holdings Limited** incorporated and registered in England and Wales with company number 10148866 whose registered office is at 1 Kenyngton Place, Harrow, Middlesex HA3 0DW (the Lender).

## BACKGROUND

- (A) The Lender has agreed to provide the Borrower with facilities on the terms set out in the Facility Agreement.
- (B) As a condition precedent to the availability of facilities under the Facility Agreement, the Guarantor has agreed to enter into this guarantee for the purpose of providing credit support to the Lender for the Borrower's obligations under the Facility Agreement.

## AGREED TERMS

### 1. INTERPRETATION

#### 1.1 The definitions and rules of interpretation in this clause apply in this guarantee.

**Borrower:** Big Ben London Ltd incorporated and registered in England and Wales with company number 13248183 whose registered office is at B Estates, 92 High Road, London, England, N15 6JU

**Business Day:** a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London.

**Facility Agreement:** the facility agreement made between the Borrower and the Lender, dated the same date as this guarantee and indemnity.

**Guaranteed Obligations:** all present and future payment obligations and Liabilities of the Borrower due, owing or incurred under the Facility Agreement to the Lender (including, without limitation, under any amendment, supplement or restatement of the Facility Agreement, or in relation to any new or increased advances or utilisations).

**Rights:** any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

**Security:** a mortgage, charge, pledge, lien or other security

interest securing any obligation of any person, or any other agreement having a similar effect.

Tax: all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction and any penalty, fine, surcharge, interest, charges or costs relating to them.

Warranties: the representations and warranties set out in Schedule I.

- 1.2 Clause and schedule headings do not affect the interpretation of this guarantee.
- 1.3 A person includes a corporate or unincorporated body (whether or not having a separate legal personality).
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to one gender shall include a reference to the other genders.
- 1.6 A reference to this guarantee (or any specified provision of it) or any other document shall be construed as a reference to this deed of guarantee, that provision or that document as in force from time to time and as amended, varied, supplemented or novated from time to time.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation from time to time in force made under it and any former statute or statutory provision which it amends or re-enacts.
- 1.8 A reference to writing or written includes faxes and e-mails.
- 1.9 References to clauses and schedules are to the clauses and schedules of this guarantee.
- 1.10 Unless the context requires otherwise the expression the Lender shall include its successors in title and/or assigns.
- 1.11 Where any party to this deed from time to time comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

## **2. GUARANTEE AND INDEMNITY**

- 2.1 In consideration of the Lender entering into the Facility Agreement, the Guarantor guarantees to the Lender, whenever the Borrower does not pay any of the Guaranteed Obligations when due, to pay on demand the Guaranteed Obligations.
- 2.2 If the Guaranteed Obligations are not recoverable from the Borrower by reason of illegality, incapacity, lack or exceeding of powers, ineffectiveness of execution or any other reason, the Guarantor shall remain liable under this guarantee for the Guaranteed Obligations as if the Guarantor were a principal debtor.

- 2.3 The Guarantor as principal obligor and as a separate and independent obligation and liability from the Guarantor's obligations and liabilities under clause 2.1 agrees to indemnify and keep indemnified the Lender in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Lender arising out of, or in connection with, any failure of the Borrower to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.
- 2.4 This guarantee shall not be discharged or affected by any failure of or defect or informality in the Facility Agreement or by any legal limitation, disability or incapacity or lack of any borrowing powers of the Borrower or lack of any authority of any person appearing to be acting for the Borrower in connection with the Facility Agreement.

### 3. LENDER PROTECTIONS

- 3.1 This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to the Lender by the Borrower in respect of the Guaranteed Obligations.
- 3.2 The liability of the Guarantor under this guarantee shall not be reduced, discharged or otherwise adversely affected by:
- 3.2.1 any intermediate payment, settlement of account or discharge in whole or in part of the Guaranteed Obligations, or
  - 3.2.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may now or after the date of this guarantee have from or against any of the Borrower and any other person in connection with the Guaranteed Obligations, or
  - 3.2.3 any act or omission by the Lender or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Borrower or any other person, or
  - 3.2.4 any termination, amendment, variation, novation or supplement of or to any of the Guaranteed Obligations, or
  - 3.2.5 any grant of time, indulgence, waiver or concession to the Borrower or any other person, or
  - 3.2.6 any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Borrower or any other person, or
  - 3.2.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Borrower or any other person in connection with the Guaranteed Obligations, or
  - 3.2.8 any claim or enforcement of payment from the Borrower or any other person, or
  - 3.2.9 any act or omission which would not have discharged or affected the liability of the Guarantor had the Guarantor been a principal debtor instead of a guarantor or indemnifier or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Guarantor or otherwise reduce or extinguish the Guarantor's liability under this guarantee.

- 3.3 The Lender shall not be obliged before taking steps to enforce any of its rights and remedies under this guarantee to:
- 3.3.1 take any action or obtain judgment in any court against the Borrower or any other person, or
  - 3.3.2 make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person, or
  - 3.3.3 make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person.
- 3.4 The Lender shall be entitled to enforce or have recourse to all or any remedies which may be available to the Lender for recovery of or discharge of the money and other obligations and liabilities due and owing under this guarantee or the Facility Agreement or any collateral or associated Security at such time or times and in such manner as the Lender may think fit.
- 3.5 The Guarantor warrants to the Lender that the Guarantor has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Borrower, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Guarantor under this guarantee but:
- 3.5.1 if any of the Rights is taken, exercised or received by the Guarantor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Guarantor on trust for the Lender for application in or towards the discharge of the Guaranteed Obligations under this guarantee, and
  - 3.5.2 on demand by the Lender, the Guarantor shall promptly transfer, assign or pay to the Lender all other Rights and all monies from time to time held on trust by the Guarantor under this clause 3.5.
- 3.6 This guarantee is in addition to and shall not affect nor be affected by or merge with any other judgment, Security, right or remedy obtained or held by the Lender from time to time for the discharge and performance of the Borrower of the Guaranteed Obligations.

#### 4. INTEREST

- 4.1 The Guarantor shall pay interest to the Lender (whether before or after judgment, partial payment or bankruptcy of the Borrower) on all sums demanded under this guarantee, calculated at the same rate and in the same manner as are specified for the calculation of interest on amounts which are overdue for payment under the Facility Agreement, from the date of demand by the Lender or, if earlier, the date on which the relevant damages, losses, costs or expenses arose in respect of which the demand has been made, until, but excluding, the date of actual payment.
- 4.2 Interest under clause 4.1 shall accrue on a day-to-day basis calculated by the Lender upon such terms as the Lender may from time to time determine and shall be compounded on the last Business Day of each month.
- 4.3 The Lender shall not be entitled to recover any amount in respect of interest under both



this guarantee and any arrangements entered into between the Borrower and the Lender in respect of any failure by the Borrower to make any payment in respect of the Guaranteed Obligations.

## 5. COSTS

The Guarantor shall on a full indemnity basis pay to the Lender on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any valued added tax on those costs and expenses) together with interest thereon as provided for in Clause 4.1 which the Lender incurs in connection with:

- 5.1.1 the preparation, negotiation, execution and delivery of this guarantee,
- 5.1.2 any actual or proposed amendment, variation, supplement, waiver or consent under or in connection with this guarantee,
- 5.1.3 any discharge or release of this guarantee,
- 5.1.4 the preservation, or exercise and enforcement, of any rights under or in connection with this guarantee or any attempt so to do, and
- 5.1.5 any stamping or registration of this guarantee.

## 6. REPRESENTATIONS AND WARRANTIES

The Guarantor represents and warrants that the Warranties are true and correct on the date of this guarantee.

## 7. ACCOUNTS

- 7.1 The Lender may place to the credit of a suspense account any monies received under or in connection with this guarantee in order to preserve the rights of the Lender to prove for the full amount of all its claims against the Borrower or any other person in respect of the Guaranteed Obligations.
- 7.2 The Lender may at any time and from time to time apply all or any monies held in any suspense account in or towards satisfaction of any of the monies, obligations and liabilities that are the subject of this guarantee as the Lender, in its absolute discretion, may conclusively determine.
- 7.3 If this guarantee ceases for any reason whatsoever to be continuing, the Lender may open a new account or accounts in the name of the Borrower.
- 7.4 If the Lender does not open a new account or accounts in accordance with clause 7.3, it shall nevertheless be treated as if it had done so at the time that this guarantee ceased to be continuing whether by termination, calling in or otherwise, in relation to the Borrower.
- 7.5 As from the time of opening or deemed opening of a new account or accounts, all payments made to the Lender by or on behalf of the Borrower shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this guarantee is available at that time, nor shall the liability of the Guarantor under this guarantee in any manner be reduced or affected by any subsequent transactions, receipts or payments.

8. DISCHARGE CONDITIONAL

8.1 Any release, discharge or settlement between the Guarantor and the Lender in relation to this guarantee shall be conditional on no right, Security, disposition or payment to the Lender by the Guarantor, the Borrower or any other person in respect of the Guaranteed Obligations being avoided, set aside or ordered to be refunded under any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency or for any other reason.

8.2 If any right, Security, disposition or payment referred to in clause 8.1 is avoided, set aside or ordered to be refunded, the Lender shall be entitled subsequently to enforce this guarantee against the Guarantor as if such release, discharge or settlement had not occurred and any such right, Security, disposition or payment had not been given or made.

9. PAYMENTS

9.1 All sums payable by the Guarantor under this guarantee shall be paid in full to the Lender in the currency in which the Guaranteed Obligations are payable:

9.1.1 without any set-off, condition or counterclaim whatsoever, and

9.1.2 free and clear of any deductions or withholdings whatsoever except as may be required by law or regulation which is binding on the Guarantor.

9.2 If any deduction or withholding is required by any law or regulation to be made by the Guarantor, the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.

9.3 The Guarantor shall promptly deliver or procure delivery to the Lender of all receipts issued to the Guarantor evidencing each deduction or withholding which the Guarantor has made. The Guarantor shall not and may not direct the application by the Lender of any sums received by the Lender from the Guarantor under or pursuant to any of the terms of this guarantee.

10. TRANSFER

10.1 This guarantee is freely assignable or transferable by the Lender.

10.2 The Guarantor may not assign any of the Guarantor's rights and may not transfer any of the Guarantor's obligations under this guarantee or enter into any transaction which would result in any of those rights or obligations passing to another person.

11. SET-OFF

11.1 The Guarantor authorises the Lender to apply any credit balance (whether or not then due) to which the Guarantor is at any time beneficially entitled on any account with the Lender in (or towards) satisfaction of any sum then due and payable by the Guarantor to the Lender under this guarantee, but which is unpaid. Where such application of balances requires the conversion of one currency into another the Lender may make such conversion at a market rate of exchange.

11.2 The Lender shall not be obliged to exercise any rights given to it under clause 11.1.

**12. EVIDENCE OF AMOUNTS AND CERTIFICATES**

Any certificate, determination or notification by the Lender as to a rate or any amount payable under this guarantee is (in the absence of manifest error) conclusive evidence of the matter to which it relates and shall contain reasonable details of the basis of determination.

**13. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS**

13.1 Any amendment to this guarantee shall be in writing and signed by or on behalf of each party.

13.2 Any waiver of any right or consent given under this guarantee is only effective if it is in writing and signed by the waiving or consenting party, and applies only in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

13.3 No delay or failure to exercise any right under this guarantee shall operate as a waiver of that right.

13.4 No single or partial exercise of any right under this guarantee shall prevent any further exercise of the same or any other right under this guarantee.

13.5 Rights and remedies under this guarantee are cumulative and not exclusive of any rights or remedies provided by law or otherwise.

**14. SEVERANCE**

14.1 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this guarantee under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

14.3 If this guarantee is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the guarantee.

**15. THIRD PARTY RIGHTS**

A person who is not a party to this guarantee shall have no rights to enforce or enjoy the benefit of any term of this guarantee under the Contracts (Rights of Third Parties) Act 1999.

**16. COUNTERPARTS**

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

**17. NOTICES**

17.1 Each notice request, demand, or other communication given under or in connection with this guarantee shall be in writing, delivered personally or sent by pre-paid first-class letter,

fax or email, and sent:

17.1.1 to the Guarantor at:

17.1.1.1 13 Grovelands Road, London, N15 6BT; and/or

17.1.2 to the Lender at:

17.1.2.1 1 Kenyngton Place, Harrow, Middlesex HA3 0DW  
marked for the attention of the Directors and/or

17.1.2.2 Email: legal@kseye.co.uk

or to such other address, fax number or e mail address as is notified in writing by one party to the other from time to time.

17.2 Any notice or other communication shall be deemed to have been received:

17.2.1 if sent by fax or e mail, when transmitted,

17.2.2 if given by hand, at the time of actual delivery, and

17.2.3 if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 17.1.1 or clause 17.1.2 on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

17.3 Any notice or other communication given to the Lender shall be deemed to have been given only on actual receipt by the Lender.

18. GOVERNING LAW AND JURISDICTION

18.1 This guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

18.2 The parties to this guarantee irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this guarantee 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 Guarantor 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.

18.3 The Guarantor irrevocably consents to any process in any proceedings under clause 18.2 being served on it in accordance with the provisions of this guarantee relating to service of notices. Nothing contained in this guarantee shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## SCHEDULE 1 REPRESENTATIONS AND WARRANTIES

### 1. CAPACITY

- 1.1. The Guarantor has the capacity to execute, deliver and perform the Guarantor's obligations under this guarantee and the transactions contemplated by them.
- 1.2. The Guarantor is not by reason of illness or incapacity (whether mental or physical), incapable of managing the Guarantor's own affairs.
- 1.3. The court has not made an order or appointed a deputy under section 16 of the Mental Capacity Act 2005 in respect of the Guarantor.

### 2. DIRECTOR

The Guarantor is a director of the Borrower.

### 3. NON-CONTRAVENTION

The execution, delivery and performance of the obligations in, and transactions contemplated by, this guarantee does not and will not contravene any agreement or instrument binding on the Guarantor or the Guarantor's assets, or any applicable law or regulation.

### 4. AUTHORISATIONS

The Guarantor has taken all necessary action and obtained all required or desirable consents to enable the Guarantor to execute, deliver and perform the Guarantor's obligations under this guarantee and to make this guarantee admissible in evidence in England and Wales. Any such authorisations are in full force and effect.

### 5. BINDING OBLIGATIONS

The Guarantor's obligations under this guarantee are, subject to any general principles of law limiting obligations, legal, valid, binding and enforceable.

### 6. LITIGATION

No litigation, arbitration or administrative proceedings are taking place, pending or, to the Guarantor's knowledge, threatened against the Guarantor or any of the Guarantor's assets.

### 7. ASSETS NOT IMMUNE TO ACTION

None of the Guarantor's assets is entitled to immunity on any grounds from any legal action or proceeding (including, without limitation, suit, attachment prior to judgment, execution or other enforcement).

### 8. NO DEFAULT

No event or circumstance is outstanding which constitutes a default under any deed or instrument which is binding on the Guarantor, or to which the Guarantor's assets

are subject, which might have a material adverse effect on the Guarantor's ability to perform the Guarantor's obligations under this guarantee.

9. RANKING OF OBLIGATIONS

The Guarantor's payment obligations under this guarantee rank at least pari passu with the claims of all the Guarantor's other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law generally.

10. BANKRUPTCY AND ANALOGOUS EVENTS

10.1. The Guarantor has not suspended, or threatened to suspend, payment of the Guarantor's debts, is not unable to pay the Guarantor's debts as they fall due, has not admitted inability to pay the Guarantor's debts and is not deemed either unable to pay the Guarantor's debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

10.2. The Guarantor has not commenced negotiations with all or any class of the Guarantor's creditors with a view to rescheduling any of the Guarantor's debts, and has not made a proposal for or entered into any compromise or arrangement with the Guarantor's creditors.

10.3. The Guarantor is not the subject of a bankruptcy petition or order.

10.4. No person has become entitled to appoint a receiver over any of the assets of the Guarantor, and no receiver has been appointed over any of the assets of the Guarantor.

10.5. No creditor or encumbrancer has attached or taken possession of, and no distress, execution, sequestration or other such process has been levied or enforced on or sued against, any of the Guarantor's assets.

10.6. No event has occurred and no proceeding has been taken in any jurisdiction to which the Guarantor is subject which has an effect equivalent or similar to any of the events mentioned in paragraph 10.1 to paragraph 10.5 (inclusive).

11. SECURITY FROM BORROWER

The Guarantor does not hold, and will not without the prior written consent of the Lender take or hold, any security from the Borrower in relation to this guarantee.

## SCHEDULE 2 DATA PROTECTION

### Important: Use Of Your Information

#### USE OF YOUR INFORMATION

In considering whether to enter into an agreement with the borrower we will search your record at credit reference agencies. They will add details of our search and your application to their records about you and this will be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make credit decisions about you and those with whom you are financially linked.

We may use a credit scoring or other automated decision making system.

It is important that you provide us with accurate information. We may check your details with fraud prevention agencies and if you provide false or inaccurate information, or we suspect fraud, this information may be recorded. Fraud prevention agency records will be shared with other organisations to help make decisions on credit, motor household, life or other insurance proposals or claims for you and members of your household.

We will use personal information about you which we acquire in connection with any application you make to us, or any agreement you enter into with us, to manage your agreement and for statistical or market research purposes.

If we propose to transfer, charge or assign, or agree to transfer or assign, our rights under our agreement with the borrower and this guarantee to a third party or if we employ a third party to manage any aspect of this guarantee, we will pass relevant information about you to such third parties.

Please telephone 02089090736 or write to us at 1 Kenyngton place, Harrow, Middlesex HA3 0DW if you want to have details of the credit reference agencies or any other agencies from whom we obtain, and to whom we pass, information about you.

You have a legal right to these details. You have a right to receive a copy of the information we hold about you. A fee may be payable.

#### USE OF ASSOCIATED RECORDS



Before entering into the proposed agreement with the borrower, we may search records at credit reference agencies, which may be linked to your spouse/partner, or other persons with whom you are linked financially. For the purposes of any application or this guarantee you may be treated as financially linked and you will be assessed with reference to 'associated records'.

Where any search or application is completed or agreement entered into involving joint parties, you both consent to us recording details at credit reference agencies. As a result an 'association' will be created which will link your financial records and your associate's information may be taken into account when a future search is made by us or another lender unless you file a "disassociation" at the credit reference agency.

#### Important: Use of Your Information

Please read the wording in the box headed "Use of Your Information" in Schedule 2. By signing this guarantee, you are consenting to the retention, use and disclosure of information about you as described in that box.

If you would like us to

- (1) send you information about our products and services or those of other businesses  
or
- (2) pass your details to other selected businesses or anyone who introduced you to us,  
or to send you information about their products and services you should write to us  
or tick this box ☐

To stop us or other businesses contacting you by telephone to offer you other products or services, write to us or tick this box ☐

If you are willing to be contacted by email, automated calling system or personal fax, tick this box ☐

BY ENTERING INTO THIS GUARANTEE YOU MIGHT BECOME LIABLE INSTEAD OF OR AS WELL AS THE BORROWER. YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS GUARANTEE.

Signed as a deed by  
**Miriam Frida Bresler**  
in the presence of:



Witness' Signature

Witness' name (Block capitals):

JONATHAN B. KANDLER  
Bude Nathan Iwanier LLP  
1-2 Temple Fortune Parade  
Bridge Lane, London NW11 0QN  
SOLICITOR

Witness' address:

Witness' Occupation: Solicitor