



## Registration of a Charge

LLP name: **CUMBERLAND HOUSE BPRA PROPERTY FUND LLP**

LLP number: **OC350418**



X93FH7ZL

Received for Electronic Filing: **21/04/2020**

## Details of Charge

Date of creation: **02/04/2020**

Charge code: **OC35 0418 0009**

Persons entitled: **DOWNING LLP (AS SECURITY TRUSTEE)**

Brief description: **COMPOSITE GUARANTEE AND DEBENTURE**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Chargor acting as a bare trustee for the property.**

## 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:

**PETER NAYLOR**



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

LLP number: OC350418

Charge code: OC35 0418 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd April 2020 and created by CUMBERLAND HOUSE BPRA PROPERTY FUND LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 21st April 2020 .

Given at Companies House, Cardiff on 22nd April 2020

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under the Limited Liability Partnership  
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**DATED        2 APRIL 2020**

**(1) DOWNING LLP (AS SECURITY TRUSTEE)**

**and**

**(2) CUMBERLAND HOUSE BPRA PROPERTY FUND LLP**

**and**

**(3) THE COMPANIES LISTED IN SCHEDULE 1**

**COMPOSITE GUARANTEE AND DEBENTURE**

**THIS DEED** is made on 2 April 2020

## **Parties**

- (1) **DOWNING LLP** incorporated and registered in England and Wales with company number OC341575 whose registered office is at 6th Floor St Magnus House, 3 Lower Thames Street, London, EC3R 6HD acting in its capacity as security trustee for and on behalf of the Lenders (**Downing**);
- (2) **CUMBERLAND HOUSE BPRA PROPERTY FUND LLP** incorporated and registered in England and Wales with company number OC350418 whose registered office is at 6th Floor St Magnus House, 3 Lower Thames Street, London, EC3R 6HD (**Borrower**); and
- (3) **THE COMPANIES** whose names, company numbers and registered offices are specified in Schedule 1 (each an **Obligor** and together, including the Borrower, the **Obligors**).

## **Background**

- A. The Lenders have agreed pursuant to the Facility Agreements to provide the Borrower with loan facilities on a secured basis.
- B. Under this deed the Borrower has granted security in favour of Downing (as security for and on behalf of the Lenders) for the loan facilities made available under the Facility Agreements and the Obligors have agreed to jointly and severally guarantee the Borrower's obligations to Downing pursuant to this Deed.

## **Agreed Terms**

### **1 Interpretation**

In this Deed:

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

<b>Affiliate</b>	any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
<b>Business Day</b>	a day (other than a Saturday or Sunday) on which banks are open for general business in London;
<b>Charged Property</b>	all the assets of each Obligor which from time to time are the subject of the Security created or expressed to be created in favour of Downing by or pursuant to this Deed;
<b>Environment</b>	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 material or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;
<b>Environmental Law</b>	all and any international, European Union or national laws, common law, statutes, directives, bye-laws,

	orders, regulations or other subordinate legislation, notices, codes of practice, circulars, guidance notes, judgments or decrees, relating to or connected with the protection of human health or the Environment or the conditions of the work place or the generation, transportation, storage, treatment or disposal of Hazardous Items;
<b>Environmental Permit</b>	any permit or other authorisation and the filing of any notification, report or assessment required under any Environmental law for the operation of the business of an Obligor conducted on or from the properties owned or used by an Obligor;
<b>Event</b>	an event of default as defined in clause 12 of the Facility Agreement;
<b>Facility Agreements</b>	<p>(a) the facility agreement dated on or around the date of this Deed and made between (1) Baron House BPRA LLP and (2) the Borrower; and</p> <p>(b) the facility agreement dated on or around the date of this Deed and made between (1) Fenkle Street BPRA Property Fund LLP and (2) the Borrower,</p> <p>(each as varied, substituted or novated from time to time);</p>
<b>Finance Documents</b>	This Deed and the Facility Agreements;
<b>Floating Charge Property</b>	has the meaning given in clause 4.1.12;
<b>Guarantee</b>	the guarantee and indemnity set out in clause 3 of this Deed;
<b>Hazardous Items</b>	any waste of any kind, noise, vibration, smell, fumes, smoke, soot, ash, dust, grit, pollution, chemicals, leachate, petroleum products, ground water, noxious, radioactive, inflammable, explosive, dangerous or offensive gases or materials and any other substances of whatever nature which could cause harm to the health of living organisms or the Environment or to public health or welfare;
<b>Insurance Policy</b>	any policy of insurance and cover note in which an Obligor may from time to time have an interest;
<b>Intellectual Property Rights</b>	<p>(a) all present and future patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered;</p> <p>(b) the benefit of all applications and rights to use such assets; and</p> <p>(c) all Related Rights;</p>

<b>Investment Derivative Rights</b>	all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment;
<b>Investments</b>	<ul style="list-style-type: none"> <li>(a) any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of an Obligor or by any trustee, fiduciary or clearance system on its behalf; and</li> <li>(b) all Related Rights (including all rights against any trustee, fiduciary or clearance system);</li> </ul>
<b>Lenders</b>	<p>(a) Baron House BPRA LLP incorporated and registered in England and Wales with company number OC358806 whose registered office is at 6th Floor St Magnus House, 3 Lower Thames Street, London, EC3R 6HD; and</p> <p>(b) Fenkle Street BPRA Property Fund LLP incorporated and registered in England and Wales with registered number OC351506 whose registered office is at 6th Floor St Magnus House, 3 Lower Thames Street, London, EC3R 6HD.</p>
<b>LPA 1925</b>	the Law of Property Act 1925;
<b>Non-Vesting Debts</b>	any Debts (as defined in the Facility Agreements) purportedly assigned to the Lenders pursuant to the Facility Agreements which for any reason do not vest effectively and absolutely in the Lenders;
<b>Plant and Machinery</b>	<ul style="list-style-type: none"> <li>(a) all of the plant and machinery, equipment, furniture, utensils, templates, tooling, implements, vehicles and chattels owned by each Obligor wherever situated (including the plant and machinery specified in of Schedule 2 (if any)); and</li> <li>(b) all Related Rights;</li> </ul>
<b>Real Property</b>	<ul style="list-style-type: none"> <li>(a) any freehold, leasehold or other immovable property (including the property specified in of Schedule 2 (if any)); and</li> <li>(b) any buildings, erections, fixtures or fittings from time to time situated on or forming part of such property (including any trade fixtures and fittings); and</li> <li>(c) all Related Rights;</li> </ul>
<b>Receiver</b>	a receiver, manager, administrator or administrative receiver appointed pursuant to the provisions of this Deed or any applicable law;
<b>Related Rights</b>	<p>in relation to a Debt (as defined in the Facility Agreement);</p> <p>and in relation to any other asset,</p> <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of that asset;</li> <li>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;</li> </ul>

- (c) all rights, benefits, claims, contracts, warranties, remedies, Security, indemnities or covenants for title in respect of that asset; and
- (d) any income, moneys and proceeds paid or payable in respect of that asset;

### **Secured Obligations**

all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever) owed by the Borrower and each Obligor to Downing and/or the Lenders or any of their Affiliates under the Facility Agreements or otherwise;

### **Security**

any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, trust, trust arrangement for the purposes of providing security, assignment, assignment by way of security, tracing or other equitable right, or:

- (a) any other agreement or arrangement having the effect of conferring security (including any such interest arising under or in connection with any letter of credit);
- (b) any other security interest of any kind or preferring any obligation of any person; or
- (c) any other guarantee, indemnity, warranty, agreement or arrangement having the effect of conferring security; and

### **Security Period**

the period beginning on the date of this Deed and ending on the date on which the Secured Obligations have been unconditionally and irrevocably repaid and discharged in full.

## **1.2 In this Deed:**

- 1.2.1 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 1.2.2 an Event is **continuing** if it has not been remedied or waived in writing by Downing;
- 1.2.3 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.4 the words **including** shall not be construed as limiting the generality of the words preceding it;
- 1.2.5 unless the context otherwise requires, any reference to **Charged Property** includes any part of that Charged Property, any proceeds of that Charged Property and any present and future assets of that type;
- 1.2.6 any reference to an **Obligor** shall be construed as a reference to each and any Obligor or the relevant Obligor as the context permits or dictates; and
- 1.2.7 any covenant by an Obligor under this Deed remains in force during the Security Period and is given for the benefit of Downing.

## **1.3 The terms of any finance arrangements between the parties to this Deed are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.**



- 1.4 Each Obligor's obligations under this Deed are joint and several.
- 1.5 This Deed and any other agreement, deed or document referred to herein shall be construed as such agreement, deed or document as amended, supplemented to, replaced, assigned, novated or restated from time to time as the case may be.

## **2 Covenant**

- 2.1 Each Obligor covenants as principal obligor that it will pay and discharge the Secured Obligations to Downing as and when the same are due.
- 2.2 Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Finance Documents and, in the absence of such agreement, at the rate determined by Downing.

## **3 Guarantee and indemnity**

- 3.1 Each Obligor irrevocably and unconditionally, jointly and severally:
- 3.1.1 guarantees to Downing the punctual performance by the Obligors of the Secured Obligations;
  - 3.1.2 undertakes with Downing that whenever the Obligors do not pay any of the Secured Obligations, it shall immediately upon demand pay such Secured Obligations as if it was the principal debtor; and
  - 3.1.3 undertakes with Downing that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify Downing immediately, and on demand, against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due.
- 3.2 The guarantee set out in this clause 3 is given subject to and with the benefit of the provisions set out in schedule 3 (Guarantee).

## **4 Grant of Security**

- 4.1 The relevant Obligor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, charges in favour of Downing, as continuing Security for the payment and discharge of the Secured Obligations:
- 4.1.1 by way of legal mortgage, the Real Property, the details of which are set out in Schedule 2;
  - 4.1.2 by way of fixed charge, any Real Property now, or at any time after the date of this Deed, belonging to any Obligor (other than property charged under clause 4.1.1);
  - 4.1.3 by way of fixed charge, the Plant and Machinery, the details of which are set out in Schedule 2 (if any);
  - 4.1.4 by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession (other than property charged under clause 4.1.3);
  - 4.1.5 by way of fixed charge,
    - a) all present and future Investments owned by it;
    - b) all Investment Derivative Rights owned by it;

- c) where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment;
- 4.1.6 by way of fixed charge, all Non-Vesting Debts and their proceeds now or in the future owing to the Borrower and all Related Rights;
- 4.1.7 by way of fixed charge, all present and future Intellectual Property Rights owned by it;
- 4.1.8 by way of fixed charge, its goodwill;
- 4.1.9 by way of fixed charge, its uncalled capital;
- 4.1.10 by way of fixed charge, all rights, interests and claims in each Insurance Policy;
- 4.1.11 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them; and
- 4.1.12 by way of floating charge, the whole of its undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of Security (whether at law or in equity) by this Deed (the Floating Charge Property).
- 4.2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by this Deed and the floating charge created under this Deed is a "qualifying floating charge" for these purposes.

## **5 Crystallisation of floating charge**

- 5.1 Downing may at any time by notice in writing to an Obligor immediately convert the floating charge created by clause 4.1.12 into a fixed charge as regards any property or assets specified in the notice if an Event has occurred and is continuing.
- 5.2 If, without the prior written consent of Downing:
  - 5.2.1 an Event has occurred and is continuing;
  - 5.2.2 any steps are taken for any of the Charged Property to become subject to any Security in favour of any other person; or
  - 5.2.3 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
  - 5.2.4 a resolution is passed or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of an Obligor,
 the floating charge created under clause 4.1.12 by the relevant Obligor will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property.
- 5.3 The floating charge created under this Deed shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of any Obligor.
- 5.4 The giving of a notice by Downing pursuant to clause 5.1 in relation to any class of assets of the Borrower shall not be construed as a waiver or abandonment of the rights of Downing to serve similar notices in respect of any other class of assets or of any other right of Downing.

## **6 Negative pledge**

- 6.1 No Obligor shall create, or permit to subsist, any Security over any of the Charged Property other than any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by an Obligor.
- 6.2 No Obligor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property, except for the sale at full market value of stock in trade in the usual course of trading as conducted by an Obligor at the date hereof.

## **7 Further assurance**

Each Obligor shall, at its own expense, promptly take whatever action Downing may require for:

- 7.1 creating, perfecting or protecting the Security intended to be created by this Deed;
- 7.2 facilitating the realisation of any of the Charged Property; or
- 7.3 facilitating the exercise of any right, power or discretion exercisable by Downing or any Receiver (or any delegates or sub-delegates) in respect of any of the Charged Property,

including the execution of any Security or other document (in such form as Downing may reasonably require), the giving of any notice, order or direction and the making of any registration which Downing may think expedient.

## **8 Warranties**

Each Obligor warrants to Downing that on the date of this Deed and on each date during the Security Period, by reference to the facts and circumstances then existing that:

- 8.1 the Charged Property is, or when acquired will be, legally and beneficially owned by it free of any Security other than the Security created by or expressly permitted by this Deed;
- 8.2 this Deed creates the Security which it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise;
- 8.3 the Investments are fully paid and are not subject to any option to purchase or similar right; and
- 8.4 there is no litigation, arbitration or administrative proceedings in progress, pending or to its knowledge threatened against it which might have a material adverse effect on its ability to perform its obligations under any of the Finance Documents.

## **9 Covenants**

Each Obligor undertakes that it will, at all times during the Security Period:

- 9.1 comply in all respects with all obligations in relation to the Charged Property under any present or future law, regulation, order or instrument of any competent authority or other approvals, licences or consents and maintain and comply with all authorisations;
- 9.2 duly and punctually pay all rates, rents, taxes and other outgoings owed by it in respect of the Charged Property;
- 9.3 not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Property;
- 9.4 not, except with the prior written consent of Downing:
  - 9.4.1 grant or agree to grant any lease, licence or other right of occupation or right to receive rent in respect of any of the Real Property;

- 9.4.2 accept a surrender of any lease, licence or other right of occupation (whether independently or under any statutory power);
- 9.4.3 consent to any sublease or assignment of any interest in any part of the Real Property;
- 9.5 comply with all Environmental Law and obtain, maintain and ensure compliance with all requisite Environmental Permits and implement procedures to monitor compliance with, and to prevent liability under any Environmental Law;
- 9.6 maintain all buildings, plant, machinery, fixtures and fittings forming part of the Charged Property in a good and substantial repair and condition and, as appropriate, in good working order;
- 9.7 notify Downing immediately upon the acquisition of any Real Property;
- 9.8 maintain at its own expense all Plant and Machinery for the time being owned by it in good working order and condition (ordinary wear and tear excepted);
- 9.9 ensure that at all times insurances are maintained in full force and effect, which insure it in respect of its interests in any Charged Property against such risks as a prudent company in the same business as the Obligor would insure for the full replacement value of the Charged Property and ensure that all its Insurance Policies (to the extent they relate to Eligible Collateral) are endorsed with notice of the interest of Downing in them (or, if required by Downing, with Downing named as a joint insured party though without Downing being liable for payment of premiums or for carrying out any other obligations under the relevant Insurance Policy) and will produce to Downing the receipts for each current premium within fifteen days of its becoming due failing which Downing may effect or renew any such insurance as Downing shall think fit at the Obligors' expense; ;
- 9.10 comply with the terms of each Insurance Policy;
- 9.11 not do or permit anything to be done which may make any Insurance Policy void or voidable;
- 9.12 apply any proceeds of an Insurance Policy in repairing or replacing the damaged property;
- 9.13 preserve and maintain the subsistence and validity of the Intellectual Property Rights necessary for its business;
- 9.14 promptly pay all calls or other payments which may become due in respect of the Investments;
- 9.15 permit Downing free access at all reasonable times to any of its premises to inspect and take copies of and extracts from its books and records and will provide Downing with all information and facilities which it may require for this purpose;
- 9.16 give full particulars to Downing of any notice, order, direction, designation, resolution or proposal given or made by any public body or authority that specifically applies to any Charged Property and at its own expense, immediately on request by Downing, take all reasonable and necessary steps to comply with any such notice;
- 9.17 deposit with Downing all deeds and documents relating to its Real Property and the Insurance Policies relating to the same, (subject only to the requirements of any prior Security agreed by Downing);
- 9.18 keep all its Plant and Machinery in good and substantial repair and in good working order and condition, normal wear and tear excepted, and will immediately upon request by Downing affix nameplates or other identifying symbols or numbers indicating Downing's interest on its Plant and Machinery and it will not, without Downing's prior

written consent, alter or remove any identifying symbol or number on the Plant and Machinery;

- 9.19 procure that no alteration or addition is made to any of its Real Property and not do or allow anything to be done on its Real Property which will be treated as a development or a change of use for the purposes of any planning laws unless the prior written consent of Downing has been obtained and to obtain planning permission for any such development;
- 9.20 keep the Plant and Machinery at the Eligible Premises or such other location as Downing shall agree in writing; and
- 9.21 not deal with, negotiate or pay Remittances in respect of its Non-Vesting Debts and their Related Rights into any account other than as specified in the Facility Agreements in relation to Debts and will otherwise deal with such Non-Vesting Debts and their Related Rights as if they were Debts that had vested absolutely and effectively in Downing under the Facility Agreements.

## **10 Enforcement**

- 10.1 The Security created under this Deed shall become immediately enforceable if an Obligor is in breach of its obligations under this Deed or upon the occurrence of an Event and shall continue to be enforceable so long as an Event is continuing.
- 10.2 At any time after the Security created under this Deed becomes enforceable, Downing may, without notice to the Obligors and whether or not it has appointed a Receiver, exercise:
  - 10.2.1 all or any of the powers, authorities and discretions conferred on mortgagees by the LPA 1925 (as varied or extended by this Deed);
  - 10.2.2 all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986; and
  - 10.2.3 all or any of the powers conferred by this Deed.
- 10.3 Neither Downing nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable.

## **11 Powers of Downing**

- 11.1 The power of sale conferred on Downing and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.
- 11.2 Sections 93 and 103 of the LPA 1925 shall not apply to this Deed.
- 11.3 At any time after the Security created by this Deed becomes enforceable, Downing may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA 1925.
- 11.4 Any liberty or power which may be exercised or any determination which may be made hereunder by Downing or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.
- 11.5 Each of Downing and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by Downing or the Receiver itself or any subsequent delegation or revocation thereof.

- 11.6 Following the occurrence of an Event which is continuing Downing may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of any Obligor which it considers necessary to ascertain the financial position of any Obligor. All fees and expenses incurred by Downing in connection with such investigations shall be payable by the Obligors and each Obligor consents to the provision by Downing of all information in relation to that Obligor which Downing provides to any person in relation to the preparation of any such report.
- 11.7 If at any time an Obligor does not comply with any of its obligations under this Deed, Downing may (but shall not be obliged to) rectify such default and each Obligor irrevocably authorises Downing, at the relevant Obligor's expense, to do all such things as are necessary or desirable to rectify such default.

## **12 Appointment of Receiver**

- 12.1 At any time after the Security created under this Deed becomes enforceable, or if requested to do so by any Obligor, Downing may (by deed or otherwise):
- 12.1.1 appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property;
  - 12.1.2 remove (so far as it is lawfully able) any Receiver so appointed; and
  - 12.1.3 appoint another person as an additional or replacement Receiver.
- 12.2 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed.
- 12.3 Downing is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A to the Insolvency Act 1986.
- 12.4 Downing may not appoint an administrative receiver (as defined in section 29(2)) of the Insolvency Act 1986) over the Charged Property if Downing is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.
- 12.5 Each Receiver shall be:
- 12.5.1 an agent of the Obligors and the Obligors shall be solely responsible for the Receiver's contracts, engagements, acts, omissions, defaults, losses and liabilities and for the payment of the Receiver's remuneration; and
  - 12.5.2 entitled to remuneration for his services at a rate to be fixed by Downing from time to time (without being limited to the maximum rate specified in section 109(6) of the LPA 1925).

## **13 Powers of Receiver**

- 13.1 Every Receiver shall have all the powers:
- 13.1.1 conferred by the LPA 1925 on mortgagors and on mortgagees in possession and receivers appointed under that Act;
  - 13.1.2 set out in Schedule 1 to the Insolvency Act 1986 and, in the case of an administrator, Schedule B1 to the Insolvency Act 1986; and
  - 13.1.3 conferred from time to time on receivers by statute.
- 13.2 In addition to the powers referred to in clause 13.1 a Receiver shall have the power, at the cost of the Obligors and either in his own name or in the name of the Obligors or (with the written approval of Downing) in the name of Downing:
- 13.1.1 to take possession of, collect and get in all or any part of the Charged Property;

- 13.1.2 to carry on, manage or concur in carrying on and managing all or any part of the business of the Obligors in any manner he thinks fit;
- 13.1.3 to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise;
- 13.1.4 to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all of any part of the Charged Property in any manner and on such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares or securities or other obligations (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments;
- 13.1.5 to sever any fixtures (including trade and tenants fixtures) from the property of which they form part, without the consent of the Obligors;
- 13.1.6 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property, including, without limitation, all voting and other rights attaching to the Investments;
- 13.1.7 to make and effect all repairs, renewals, improvements, and insurances, commence and/or complete any building operation and/or apply for and maintain any planning permission, building regulation approval or other authorisation in each case as he thinks fit;
- 13.1.8 to redeem any prior Security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior Security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Obligors. All moneys paid to the holder of such Security in accordance with such accounts shall form part of the Secured Obligations;
- 13.1.9 to promote the formation of subsidiaries of an Obligor for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of that Obligor and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit;
- 13.1.10 to take such proceedings and to settle, adjust, refer to arbitration, compromise and/or arrange any claim, account or demand which Downing or the Receiver may think fit;
- 13.1.11 to appoint managers, officers, agents, accountants and workmen at such salaries and for such periods as the Receiver may determine and to discharge any person appointed by any Obligor;
- 13.1.12 to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property;
- 13.1.13 lend money or advance credit to any customer of any Obligor;
- 13.1.14 give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Property;
- 13.1.15 let any Charged Property for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit; and/or
- 13.1.16 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property.

## **14 Application of moneys**

14.1 All moneys received or recovered by Downing or any Receiver pursuant to this Deed shall be applied in the following order:

14.1.1 first, in satisfaction of, or provision for, all costs, charges and expenses incurred by Downing or any Receiver and the payment of the remuneration of any Receiver;

14.1.2 second, in or towards satisfaction of the Secured Obligations; and

14.1.3 third, any surplus shall be paid to the relevant Obligor or any other person entitled thereto.

This clause is subject to the payment of any claims having priority over the Security created under this Deed. This clause does not prejudice the right of Downing to recover any shortfall from the Obligors.

14.2 Following the enforcement of this Security, any monies received by Downing may be appropriated by Downing in its discretion in or towards the payment and discharge of any part of the Secured Obligations.

14.3 Only money actually paid by the Receiver to Downing shall be capable of being applied in or towards the satisfaction of the Secured Obligations and the Obligors shall have no rights in respect of the application by Downing of any sums received, recovered or realised by Downing under this Deed.

14.4 If Downing reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Obligors under this Deed and the Security created under this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

14.5 Downing or a Receiver (as the case may be) may credit any monies to a suspense account for so long and in such manner as Downing may from time to time determine. The Receiver (as the case may be) or Downing may retain the same for such period as the Receiver (as the case may be) and Downing consider expedient.

## **15 Protection of purchasers**

15.1 The receipt of Downing or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property.

15.2 No purchaser or other person dealing with Downing or its delegate or any Receiver shall be bound to enquire whether the right of Downing or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by Downing shall have lapsed for any reason or have been revoked.

## **16 Power of attorney**

16.1 Each Obligor irrevocably appoints Downing, each person to whom Downing shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be required or desirable for:

16.1.1 carrying out any obligation imposed on that Obligor by this Deed (including the execution and delivery of any deeds, charges, assignments or other Security and any transfers of the Charged Property); and

16.1.2 enabling Downing and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law.



- 16.2 Each Obligor ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

## **17 Preservation of security**

- 17.1 The Security and Guarantee created under this Deed will be a continuing Security and Guarantee for the ultimate balance of the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations.
- 17.2 The obligations of the Obligors under this Deed will not be affected by any act, omission or thing which, but for this provision would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or Downing). This includes:
- 17.2.1 any time or waiver granted to, or composition with, any person;
  - 17.2.2 any release or any person under the terms of any composition or arrangement;
  - 17.2.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Security over assets of, any person;
  - 17.2.4 any non-presentation, non-observance of any formality or other requirements in respect of any instrument or any failure to realise the full value of any Security;
  - 17.2.5 any incapacity, lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
  - 17.2.6 any amendment of any document or Security;
  - 17.2.7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any document or Security or the failure by any person to enter into or be bound by any document or Security; or
  - 17.2.8 any insolvency or similar proceedings.
- 17.3 Without prejudice to the generality of clause 17.2, each Obligor expressly confirms that it intends that the Guarantee and Security created under this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of the Facility Agreements or to any document creating a Secured Obligation and/or any facility or amount made available under such document.
- 17.4 Each Obligor waives any rights it may have of first requiring Downing (or any trustee or agent on its behalf) to proceed against or enforce any other right or Security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other person before claiming from the Obligors under this Deed.
- 17.5 This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by Downing.

## **18 Set-off and currency**

- 18.1 All payments to be made to Downing under this Deed shall be made free and clear of and (save as required by law) without deduction for or on account of any tax withholding, charges, set-off or counterclaim. All payments shall be made into such account(s) as Downing may from time to time specify for the purpose. If any Obligor is compelled by law to make any deduction or withholding from any sum payable under this Deed to Downing, the sum so payable by the Obligor shall be increased so as to result in the receipt by Downing of a net amount equal to the full amount expressed to be payable under this Deed.
- 18.2 In addition to any general lien or similar rights to which it may be entitled by operation of law, Downing and the Receiver may at any time and without notice to the Obligors combine or consolidate all or any of the Obligors' then existing accounts with any liabilities to Downing or its Affiliates and set off or transfer any sum or sums standing to the credit of any one of more of such accounts in or towards satisfaction of the Secured Obligations.

- 18.3 For the purpose of or pending the discharge of the Secured Obligations, Downing may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this clause) from their existing currency into any other currency at such rate or rates of exchange and at such time as Downing thinks fit. Neither Downing nor any Receiver shall have any liability to any Obligor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

## **19 Expenses and indemnity**

- 19.1 The Obligors shall, from time to time on the demand of Downing, pay or reimburse Downing on a full indemnity basis for all costs and expenses (including legal fees) together with any VAT or similar taxes thereon incurred by it in connection with the preparation, execution, perfection, amendment, enforcement, discharge and/or assignment of this Deed. Such costs and expenses shall form part of the Secured Obligations and shall carry interest from the date of such demand until so paid or reimbursed at the rate determined by Downing.
- 19.2 The Obligors shall, notwithstanding any release or discharge of all or any part of the Security created under this Deed, indemnify Downing, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain:
- 19.2.1 in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law): and/or
- 19.2.2 in connection with or otherwise relating to this Deed or the Charged Property.

## **20 Changes to parties**

- 20.1 Downing may assign and transfer all or any of its rights and obligations under this Deed. The Obligors shall, immediately upon being requested to do so by Downing, enter into such documents as may be necessary or desirable to effect such assignment or transfer.
- 20.2 Downing shall be entitled to disclose such information concerning the Obligors and this Deed as Downing (acting reasonably) considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law or to any company being in the same group of companies as Downing.

## **21 Miscellaneous**

- 21.1 All payments to be made to Downing under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If an Obligor is required by law to make a tax deduction, the sum payable by the Obligors shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.
- 21.2 If requested by Downing, each Obligor shall apply to the Land Registry following completion of this Deed to register a restriction on the title[s] referred to in Part 1 of the Schedule of this Deed in the following terms:
- "No disposition of the registered estate by the proprietor of the registered estate is to be registered without the written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [ ] as referred to in the Charges Register"
- and to make any other applications that are necessary and desirable to protect the Charged Property.
- 21.3 None of Downing, its delegate(s), nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

- 21.4 Downing will not be required in any manner to perform or fulfil any obligation of the Borrower, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.
- 21.5 Downing shall not be liable either to the Obligors or to any other person by reason of the appointment of a Receiver or for any other reason.
- 21.6 Neither Downing nor the Receiver will be in any way liable or responsible to the Obligors for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.
- 21.7 If, at any time, 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 of this Deed nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired. If any part of the Security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.
- 21.8 Any certificate of Downing specifying any amount due from the Obligors is, in the absence of manifest error, conclusive evidence of such amount.
- 21.9 At the end of the Security Period, Downing will, at the request and cost of the Obligors, take whatever action is reasonably necessary to release the Charged Property from the Security created under this Deed and re-assign any Charged Property assigned under this Deed.
- 21.10 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- 21.11 Any provision of this Deed may be amended only if Downing and the Obligors so agree in writing and any breach of this Deed may be waived before or after it occurs only if Downing so agrees in writing. A waiver given or consent granted by Downing 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.
- 21.12 No failure to exercise, nor any delay in exercising, on the part of Downing, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.
- 21.13 This Deed secures both present and further advances. Downing covenants to make available advances and further advances to the extent (and on the terms) provided for in any agreement from time to time giving rise to the Secured Obligations.

## **21 Notices**

- 22.1 Any communication to be made under or in connection with this Deed must be made in writing.
- 22.2 The address for any communication or document to be made or delivered under or in connection with this Deed is:
- 22.2.1 in the case of the Obligors: at the registered office of each Obligor; and
- 22.2.2 in the case of Downing: at the address of Downing set out at the beginning of this Deed,
- or in each case any substituted address as one party may notify to each of the other parties by not less than five Business Days' notice.
- 22.3 Notwithstanding the terms of clause 22.2.1 above, any notice from Downing to the Borrower shall be deemed service on each of the Obligors.

- 22.3 Any notice from Downing to any Obligor will be effective when handed, delivered or transmitted and, if sent by post, the day after it was posted.
- 22.4 Any communication or document to be made or delivered to Downing will be effective only when actually received by Downing.
- 22.5 Any notice given under or in connection with this Deed must be in English.

**23 Counterparts**

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

**24 Governing law**

This Deed and any non-contractual obligation arising in connection with it are governed by English law.

**25 Jurisdiction**

- 25.1 The courts of England have exclusive jurisdiction to settle any disputes (a **Dispute**) arising out of, or connected with this Deed (including a Dispute regarding the existence, validity or termination of this Deed) or any non-contractual obligation arising out of or in connection with it.
- 25.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly, no Party will assert to the contrary.

**THIS DEED** has been executed as a **DEED** by Downing and each of the Obligors on the date specified at the beginning of it.

**SCHEDULE 1****The Obligors**

Company Name	Registered Number	Registered Office
Cumberland House Hotel Birmingham Limited	07134579	6 <sup>th</sup> Floor, St Magnus House, 3 Lower Thames Street, London EC3R 6HD
Broad Street Commercial Limited	10640393	6 <sup>th</sup> Floor, St Magnus House, 3 Lower Thames Street, London EC3R 6HD
Broad Street Unit A Limited	10642804	6 <sup>th</sup> Floor, St Magnus House, 3 Lower Thames Street, London EC3R 6HD
Broad Street Unit B Limited	10642636	6 <sup>th</sup> Floor, St Magnus House, 3 Lower Thames Street, London EC3R 6HD
Cumberland House Properties Limited	10637217	6 <sup>th</sup> Floor, St Magnus House, 3 Lower Thames Street, London EC3R 6HD

**SCHEDULE 2**  
**Real Property**

### **SCHEDULE 3**

#### **Guarantee**

1. The Guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to Downing by the Obligors in respect of the Secured Obligations.
2. The liability of the Obligors under the Guarantee shall not be reduced, discharged or otherwise adversely affected by:
  - 2.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which Downing may now or after the date of the Guarantee have from or against any Obligor and any other person in connection with the Secured Obligations;
  - 2.2 any variation in the Facility Agreements (whether or not the Obligors' liability to Downing may be increased thereby) or defect therein or in its execution;
  - 2.3 any act or omission by Downing or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against any Obligor or any other person;
  - 2.4 any grant of time, indulgence, waiver or concession to any Obligor or any other person;
  - 2.5 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 any Obligor;
  - 2.6 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, any Obligor or any other person in connection with the Secured Obligations;
  - 2.7 any act or omission which would not have discharged or affected the liability of any Obligor had it been a principal debtor instead of a guarantor; or
  - 2.8 any other act or omission except an express written release of any Obligor by Downing.
3. Downing shall not be obliged, before taking steps to enforce any of its rights and remedies under the Guarantee, to:
  - 3.1 take any action or obtain judgment in any court against any Obligor or any other person;
  - 3.2 make or file any claim in a bankruptcy, liquidation, administration or insolvency of any Obligor or any other person; or

- 3.3 make demand, enforce or seek to enforce any claim, right or remedy against any Obligor or any other person.
4. Each Obligor warrants to Downing that it has not taken or received, and shall not take, exercise or receive the benefit of any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise (**Rights**) and whether from contribution or otherwise from or against any Obligor, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Obligor under the Guarantee but:
- 4.1 if any of the Rights is taken, exercised or received by any Obligor, those Rights and all monies at any time received or held in respect of those Rights shall be held by each Obligor on trust for Downing for application in or towards the discharge of the Secured Obligations under the Guarantee; and
- 4.2 on demand by Downing, each Obligor shall promptly transfer, assign or pay to Downing all other Rights and all monies from time to time held on trust by each Obligor under this clause 4.
5. The 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 Downing from time to time for the discharge and performance of any Obligor of the Secured Obligations.
6. Until all amounts which may be or become payable during the Security Period by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, Downing may:
- 6.1 refrain from applying or enforcing any other monies, security or rights held or received by Downing in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Obligor shall be entitled to the benefit of the same; and
- 6.2 place to the credit of a suspense account any monies received under or in connection with the Guarantee in order to preserve the rights of Downing to prove for the full amount of all its claims against any Obligor or any other person in respect of the Secured Obligations.
- 6.3 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 the Guarantee as Downing, in its absolute discretion, may conclusively determine.
7. The 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 Downing from time to time for the discharge and performance of any Obligor of the Secured Obligations.



Executed as a deed by **DOWNING LLP**  
as security trustee acting by a  
member in the presence of:

.....  
Member

.....  
Witness Signature

Witness Name

Address


Occupation

Executed as a deed by  
**CUMBERLAND HOUSE BPRA  
PROPERTY FUND LLP**  
acting by two members in the presence of:

.....  
Downing Corporate Finance Limited

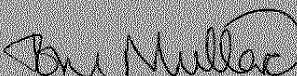
.....  
Downing Members Limited

Executed as a deed by  
**CUMBERLAND HOUSE HOTEL BIRMINGHAM LIMITED**  
acting by two directors in the presence of:

  
.....  
Director

.....  
Director

Executed as a deed by  
**BROAD STREET COMMERCIAL LIMITED**  
acting by two directors in the presence of:

  
.....  
Director

.....  
Director

Executed as a deed by **DOWNING LLP**  
as security trustee acting by a  
member in the presence of:

.....  
Member

.....  
Witness Signature

Witness Name

Address

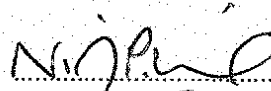
Occupation

Executed as a deed by  
**CUMBERLAND HOUSE BPRA  
PROPERTY FUND LLP**  
acting by two members in the presence of:

  
Downing Corporate Finance Limited

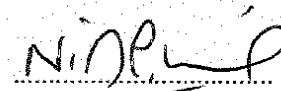
  
Downing Members Limited

Executed as a deed by  
**CUMBERLAND HOUSE HOTEL BIRMINGHAM LIMITED**  
acting by two directors in the presence of:

  
Director

.....  
Director

Executed as a deed by  
**BROAD STREET COMMERCIAL LIMITED**  
acting by two directors in the presence of:

  
Director

.....  
Director

Executed as a deed by **DOWNING LLP**  
as security trustee acting by a  
member in the presence of:

.....  
Member

.....

Witness Signature

Patricia Ratcliffe

Witness Name

Castle Barn

Address

East Harptree

Bristol

Occupation

Retired

Executed as a deed by  
**CUMBERLAND HOUSE BPRA  
PROPERTY FUND LLP**  
acting by two members in the presence of:

.....  
Downing Corporate Finance Limited

.....  
Downing Members Limited

Executed as a deed by  
**CUMBERLAND HOUSE HOTEL BIRMINGHAM LIMITED**  
acting by two directors in the presence of:

.....  
Director

.....  
Director

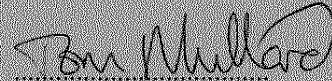
Executed as a deed by  
**BROAD STREET COMMERCIAL LIMITED**  
acting by two directors in the presence of:

.....  
Director

.....  
Director

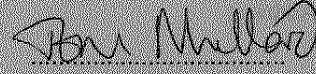


Executed as a deed by  
**BROAD STREET UNIT A LIMITED**  
acting by two directors in the presence of:

  
.....  
Director

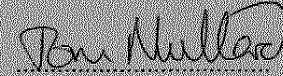
.....  
Director

Executed as a deed by  
**BROAD STREET UNIT B LIMITED**  
acting by two directors in the presence of:

  
.....  
Director

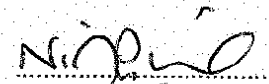
.....  
Director

Executed as a deed by  
**CUMBERLAND HOUSE PROPERTIES LIMITED**  
acting by two directors in the presence of:

  
.....  
Director

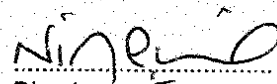
.....  
Director

Executed as a deed by  
**BROAD STREET UNIT A LIMITED**  
acting by two directors in the presence of:

  
Director

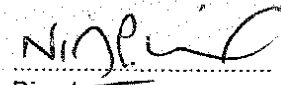
.....  
Director

Executed as a deed by  
**BROAD STREET UNIT B LIMITED**  
acting by two directors in the presence of:

  
Director

.....  
Director

Executed as a deed by  
**CUMBERLAND HOUSE PROPERTIES LIMITED**  
acting by two directors in the presence of:

  
Director

.....  
Director