

024518/23 ✓

In accordance with Sections 859A and 859J of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009.

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



Companies House



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

A fee is be payable
Please see 'How to pay'

☒ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

☒ **What this form is for**
You may not use this form to register a charge where the instrument is used for a purpose other than to create or evidence a charge.

THURSDAY



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06/02/2020

#243

COMPANIES HOUSE

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

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

1 LLP details		For official use	
LLP number	O C 3 5 5 3 3 0	4	
LLP name in full	Caremanor LLP	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *	

2 Charge creation date	
Charge creation date	^d 2 ^d 7 ^m 0 ^m 1 ^y 2 ^y 0 ^y 2 ^y 0

3 Names of persons, security agents or trustees entitled to the charge	
Please show the names of each of the persons, security agents or trustees entitled to the charge.	
Name	Butterfield Bank (Guernsey) Limited
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below.	
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge.	

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4

Brief description

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

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

Please limit the description to the available space.

Brief description

✓ All that freehold property known as 18 Thurloe Street, London SW7 2ST as is registered at The Land Registry under title number LN52484 and all that leasehold property known as 1st, 2nd, 3rd floors 18 Thurloe Street, London SW7 2ST as the same is registered at The Land Registry under title number NGL688084.

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form LL MR06).

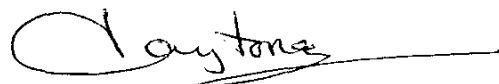
9

Signature

Please sign the form here.

Signature

Signature

✓ X  X ✓

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

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Presenter information

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

Contact name Ashley Watson

LLP name Laytons LLP

Address 2 More London Riverside

Post town London

County/Region

Postcode S E 1 2 A P

Country UK

DX

Telephone +44 (0)2047 842 8000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

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

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

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



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC355330

Charge code: OC35 5330 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th January 2020 and created by CAREMANOR LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 6th February 2020.

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Given at Companies House, Cardiff on 10th February 2020



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**THIS LEGAL CHARGE is dated
and made BETWEEN:**

27 January 2020

- (1) **CAREMANOR LLP** of Kimberley House, 31 Burnt Oak Broadway, Edgware, Middlesex HA8 5LD ("Chargor"); and
(2) **BUTTERFIELD BANK (GUERNSEY) LIMITED** of P O Box 253 Martello Court Admiral Park St Peter Port Guernsey GY1 3QJ Channel Islands (the "Bank")

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context otherwise requires or unless otherwise defined in this Charge, words and expressions shall have the same respective meanings that are ascribed to them in any Facility Agreement.

1.2 Definitions

In this Charge:

"Agreement(s)"

means any Agreement described in Part IV of the Schedule.

"Charge"

means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge

"Charged Property"

means the property assets debts rights and undertaking charged to the Bank by this Charge and includes any part of or interest therein.

"Default Rate"

means 4 per cent per annum above the cost to the Bank as certified by the Bank of funding the relevant amount on the London Interbank Market for such period or consecutive periods as the Bank in its sole discretion may select.

"Encumbrance"

means any mortgage charge pledge lien assignment hypothecation security interest preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment.

"Enforcement Event"

means any of the events or circumstances described in this Charge as being an event of default and each and every Event of Default as defined in any Facility Agreement or other breach thereof.

"Expenses"

means all interest commission fees and legal and other costs charges and expenses which the Bank or any Receiver may charge or incur in relation to the Chargor or this Charge and the preparation negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of, and the protection realisation or enforcement of, this Charge in each case on a full indemnity basis.

"Facility Agreement"

means any facility agreement made between the parties hereto and any variation amendment or extension thereof or supplement thereto from time to time in force.

"Full title guarantee"

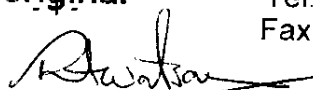
has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994.

I hereby certify this
to be a true copy of
the original

LAYTONS LLP
2 More London Riverside
London SE1 2AP

Tel: +44 (0)20 7842 8000
Fax: +44 (0)20 7842 8080

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Ashley Watson - Partner

27.01.2020

"Insured Risks"	means fire storm lightning earthquake explosion aircraft riot civil commotion malicious damage impact terrorism aircraft and other aerial devices or articles dropped therefrom tempest flood bursting and overflowing of water tanks apparatus or pipes and damage by or resulting from vehicular impact and such other risks as the Bank shall approve including demolition and site clearance costs and expenses architects surveyors and other professional fees and all other incidental expenses and loss of rents payable by the tenants or other occupiers of the Property for a period of three years or for such longer period as the Bank shall from time to time require.
"LPA"	means the Law of Property Act 1925.
"Lease"	means where the Property is leasehold the lease under which the Chargor holds the Property short particulars of which are set out in Part II of the Schedule and any instrument supplemental to it or which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms.
"Planning Acts"	means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substance) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all regulations and orders made or confirmed under any of them.
"Property"	means the freehold leasehold or immovable property referred to in Part I of the Schedule and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situate on it
"Prior Charge(s)"	means the Encumbrances existing at the date of this Charge, details of which are set out in Part III of the Schedule.
"Receiver"	means any receiver and/or manager and any substitute for any such person and whether appointed under this Charge or the LPA or pursuant to any statute or otherwise.
"Rental Income"	means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Chargor in respect of or arising out of any lease or other arrangement relating to the Property or any agreement for lease or otherwise without limitation derived by the Chargor from the Property or otherwise paid to or received by the Chargor in respect of the Property (including without limitation all mesne profits).
"Secured Liabilities"	means all moneys obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Chargor to the Bank under the terms of any Facility Agreement or this Charge whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including but without limitation all Expenses and so that interest shall be computed and compounded on the terms agreed between the parties or

if not agreed according to the usual practise of the Bank as well after as before any demand or judgment.

1.3 Interpretation

In this Charge:

- (a) references to Clauses and Schedules are to be construed as references to the clauses of and schedules to this Charge;
- (b) references to any provisions of this Charge or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- (c) words importing the singular are to include the plural and vice versa;
- (d) references to a person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;
- (e) references to any person are to be construed to include that person's assigns or transferees or successors in title, whether direct or indirect;
- (f) references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinate legislation made under or deriving validity from that statutory provision;
- (g) Clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- (h) where the Chargor consists of two or more parties:
 - (i) such expression shall in this Charge mean and include such two or more parties and each of them or (as the case may require) any of them;
 - (ii) all covenants charges agreements and undertakings expressed or implied on the part of the Chargor in this Charge shall be deemed to be joint and several covenants, charges, agreements and undertakings by such parties;
 - (iii) each shall be bound even if any other of them intended or expressed to be bound by this Charge shall not be so bound; and
 - (iv) the Bank may release or discharge any one or more of them from all or any liability or obligation under this Charge or may make any arrangement or composition with any such person without thereby releasing any other or others of them or otherwise prejudicing any of its rights under this Charge or otherwise.

2 COVENANT TO PAY

- 2.1 The Chargor covenants with the Bank that the Chargor will pay to the Bank or discharge all Secured Liabilities on the due date or dates for payment or discharge or, in the absence of an agreed or specified due date, immediately on demand by the Bank.
- 2.2 If the Chargor fails to discharge any Secured Liability when due the Chargor shall pay to the Bank on demand interest on such Secured Liability at the Default Rate, in the case of Expenses from the date on which the relevant Expense was incurred and in the case of any other Secured Liability from the date on which the Secured Liability became due until payment or discharge (both before and after judgment) which interest shall accrue from day to day and may be compounded in accordance with the usual practice of the Bank to the extent that it shall remain unpaid.

3 SECURITY

- 3.1 The Chargor charges the Property by way of legal mortgage and with full title guarantee to the Bank as continuing security for the payment and discharge of the Secured Liabilities.
- 3.2 The Chargor charges by way of fixed charge and with full title guarantee to the Bank as continuing security for the payment and discharge of the Secured Liabilities all Rental Income present or future and whether payable now or in the future and the proceeds of any sale lease or other disposition of the Property and all rights and claims of the Chargor against all lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of any such person or other third parties in relation to the Property now or in the future existing and capable of being satisfied by the

- 3.3 The Chargor charges any share it may have in any management company or other company connected to the Property by way of legal mortgage and with full title guarantee to the Bank as continuing security for the payment and discharge of the Secured Liabilities and such that the Bank will be entitled to transfer such share on any sale or transfer conducted by the Bank pursuant to its powers
- 3.4 The Chargor (if a corporate body) charges to the Bank with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities
 - (a) by way of floating charge all moveable plant machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about the Property
 - (b) by way of floating charge the undertaking and all other property assets and rights of the Chargor not effectively charged above both present and future.
- 3.5 The Bank may by notice in writing to the Chargor convert the floating charge contained in clause 3.4 into a fixed charge as regards any Charged Property specified in such notice at any time after this Charge becomes enforceable. If without the prior written consent of the Bank the Chargor charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Property subject to a floating charge under this Charge or attempts to do so or if any person levies or attempts to levy any distress execution sequestration or other process against any of such Charged Property, the charge hereby created over the property or assets the subject thereof shall automatically without notice operate and have effect as a fixed charge instantly such event occurs.
- 3.6 The Chargor hereby assigns absolutely to the Bank with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Chargor of any Agreements subject to the provision for re-assignment contained in this Charge.
- 3.7 The Chargor shall at any time on written demand by the Bank procure that the Rental Income shall be paid directly to its account with the Bank (or such other account as the Bank may from time to time direct) and the Chargor shall forthwith upon any such demand so instruct its lessees and occupiers of the Property by notice in writing. Following any such demand until such payment the Chargor shall hold all Rental Income on trust for the Bank.
- 3.8 The Chargor shall at any time on written demand by the Bank execute as security for the payment or discharge of the Secured Liabilities a letter of set-off charge or other security agreement or instrument over or in respect of any balance from time to time standing to the credit of any account or accounts referred to in clause 3.7 in such form as the Bank may require and such document or instrument shall be prepared completed and registered by or on behalf of the Bank at the cost of the Chargor.
- 3.9 The Chargor shall promptly on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of any Charged Property and the Property and give all notices orders and directions which the Bank may require for perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Charged Property and or the Property or the exercise of any of the rights vested in the Bank or any Receiver.

- (b) of the Bank) shall be expressed to be subject to this Charge;
sell, convey, assign or transfer the Property or any interest therein or otherwise part with or dispose of any Property or assign or otherwise dispose of any moneys payable to the Chargor in relation to Property or agree to do any of the foregoing;
- (c) exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing;
- (d) part with or share possession or occupation of the Property or any part of it or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing without the prior written agreement of the Bank;
- (e) compound release exchange set-off grant time or indulgence in respect of or otherwise deal with any of the Rental Income or the debts or policies charged to the Bank under this Charge or do anything whereby the recovery of the same may be impeded delayed or prevented and the Chargor shall enforce its rights in respect of the same.

7 COVENANTS BY THE CHARGOR

The Chargor covenants with the Bank at all times during the continuance of this security:

- (a) Repair To keep the buildings installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or thereon and other erections from time to time upon the Property in good and substantial repair and condition fully protected from damage or deterioration as a result of weather or malicious damage or any other cause and to replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.
- (b) Insurance
 - (i) to keep the said buildings installations and structures and all fixtures and fittings situate thereon and other erections insured against loss or damage by the Insured Risks in their full replacement value for the time being in such office or offices and on such terms as the Bank shall approve and including a lenders' protection clause whereby the insurance effected will not be vitiated or avoidable as against a mortgagee in the event of any misrepresentation act or neglect or failure to disclose on the part of the Chargor or the insured party (if not the Chargor) (subject to the payment of any increased premium required by the insurer) with the Bank named as co-insured and co-payee or with the Bank's interest noted on the policy (as the Bank may require provided that where the insurance on the Property is effected by a prior chargee or some other third party the Bank shall not require the Chargor to effect separate insurance on the Property so long as such insurance complies with the provisions of this Clause and is on terms satisfactory to Bank;
 - (ii) to maintain such insurance over the stock in trade from time to time upon the Property as the Bank shall require;
 - (iii) to maintain in such office or offices as the Bank shall approve such insurance in respect of employers' liability public liability and liability under the Defective Premises Act 1972 as the Bank shall require;
 - (iv) punctually to pay all premiums (and other moneys) in respect of such insurances and on demand to deliver to the Bank the policy or policies of all such insurances and the receipt for every such payment and all moneys received under any policy or policies of insurance whether maintained or effected by the Chargor, the Bank or by a third party and whether or not in pursuance of the Chargor's obligations under this Charge shall be applied, at the Bank's option, subject either in making good the loss or damage to the Property (any deficiency being made good by the Chargor) or towards the discharge of the Secured Liabilities and any such moneys received by the Chargor shall be held by the Chargor on trust for the Bank accordingly;
 - (v) to comply with the terms and conditions of any policy of insurance on the Property or otherwise contemplated by this Clause and not to do or omit to do anything whereby any such insurance may become void or voidable wholly or in part.
- (c) Outgoings To pay when due all rents, rent charges (if any), rates, taxes, charges, duties,

assessments, impositions and other outgoings whatsoever charged assessed levied or imposed upon the Property or upon the owner or occupier thereof or payable in respect of the Property.

- (d) Covenants and stipulations To perform and observe all covenants, restrictions, stipulations, provisions, regulations and conditions affecting the Property or the use or enjoyment of it.
- (e) Alterations Not without the previous written consent of the Bank to demolish pull down remove or permit or suffer to be demolished pulled down or removed any building installation or structure for the time being upon the Property or any fixtures or erect or make or suffer to be erected or made on the Property any building installation structure or alteration or a change of use thereof within the meaning of the Planning Acts or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Property.
- (f) Development Where at the date of this Charge or at any time during the continuance of this security the Property or any part of it is intended to be developed or is in the course of development, to proceed diligently and to the satisfaction of the Bank and any competent authority with such development in all respects in conformity with the planning and bye-law consents therefor to produce all plans and specifications in relation to such development to the Bank for approval and not to amend such plans and specifications without the Bank's approval.
- (g) Planning
 - (i) to comply in all respects with the Planning Acts and all licences, consents, permissions or conditions granted or imposed thereunder;
 - (ii) not to make any application for planning permission without the prior consent of the Bank and not to enter into or agree to enter into any agreement under Section 106 of the Town and Country Planning Act 1990 or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or Section 38 of the Highways Act 1980 or any similar Act;
 - (iii) to comply with the requirements of any valid enforcement or other notice or order (whether issued under the Planning Acts or any other statute) within such time as may be specified therein or if no time is specified within such period as may be required by the Bank and to pay to the Bank in reduction of the Secured Liabilities any compensation received as a result of any such notice or order.
- (h) Right of entry To permit representatives of the Bank with or without workmen or others to enter the Property at all reasonable times to view the state of repair and condition of the Property.
- (i) Notices Within four days of receipt to produce to the Bank a copy of any notice, order, direction, permission or proposal affecting the Property or its use or value and to comply immediately with the terms thereof or if the Bank so requires or approves and at the Chargor's cost to make such objections representations against or in respect of such notice order proposal permission or consent as aforesaid as the Bank may require.
- (j) Information On request to produce to or provide for the Bank such documents or information relating to the Property or its development as the Bank may require
- (k) Statutes To comply (in all material respects) with all obligations imposed under any present or future statute regulation order or instrument or under any bye-laws regulations or requirements of any competent authority or approvals licences or consents relative to the Property or its use or enjoyment.
- (l) Leases Where the Property is leasehold or subject to any lease agreement for lease licence or tenancy (referred to below as the "occupational lease"):
 - (i) to perform and observe all covenants and conditions contained in the Lease to be performed and observed by the lessee and contained in any occupational lease to be observed by the lessor;
 - (ii) to enforce the due observance and performance of all obligations of all other parties to the Lease and any occupational lease;
 - (iii) not to waive, release or vary any of the terms of the Lease or any occupational lease or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without, in each

- case, the consent of the Bank;
- (iv) if the Chargor shall receive any notice served under section 146 of the Law of Property Act or any proceedings shall be commenced for forfeiture of the Lease or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of the Lease or any superior lease the Chargor shall give immediate notice of such event in writing to the Bank and at the request of the Bank and at the expense of the Chargor take such steps as the Bank may in its discretion require.
 - (m) Agreements To notify the Bank forthwith if a third party is in breach of the terms of any of the Agreements and/or if notice is given to terminate any of them or it is alleged or appears that any of them may be avoided or repudiated or be or become invalid or unenforceable and in any such case shall at its own cost take such action or institute such proceedings or execute such documents as the Bank may require.
 - (n) Indemnity To keep the Bank (and any Receiver appointed by the Bank) fully and effectively indemnified from and against all actions, proceedings, costs, charges, claims, demands, expenses and liabilities (including Value Added Tax and any other taxes and/or legal and other professional fees) whatsoever in respect of any breach or non-observance or non-performance of any covenants obligations warranties or undertakings on the part of the Chargor contained in this Charge or the making good of any such breach or non-observance or non-performance.
 - (o) Value Added Tax The Chargor covenants that it will not make any election that would have the effect of an election to pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in relation to land and/or buildings comprising the Property or will not revoke any such election made prior to the date of this charge without the prior written consent of the Bank.
 - (p) Prior charges Duly and punctually to pay all sums payable in respect of the Prior Charge (subject to any applicable agreement or arrangement as to priorities) and from time to time to produce to the Bank on demand the receipts for every such payment.
 - (q) Companies and Policies To maintain all memberships of any management company or body or other company relating to the Property or which are required for the proper management of the Property or its disposal and any policies of insurance relating to the same such as (but without prejudice to the generality of the foregoing) and restrictive covenant indemnity policies or policies relating to the title to the Property or any equipment or any works carried out to or at the Property and to lodge with the Bank all share certificates or other evidence of any interest in any such company and all policy documents and assign at the request of the Bank the benefit of all such policies to the Bank subject to the Bank reassigning the same on the discharge of all liabilities of the Chargor to the Bank

8 POWER TO REMEDY

8.1 If any building operations on the Property are not carried out in a proper and workmanlike manner and with diligent progress to the reasonable satisfaction of the Bank or its surveyor the Bank may (but shall not be under any obligation so to do) serve a written notice on the Chargor advising it of such failure and the Chargor shall have such period as the Bank may specify to remedy the same failing which:

- (a) the Chargor shall if required by written notice from the Bank within seven days assign to the Bank or as it may direct all the benefit and interest of the Chargor in any building contract sub-contract appointment of professional advisers and such other contracts or agreements as the Chargor may have relating to such building operations and will take or procure such action as is necessary or desirable to provide the Bank or the nominee of the Bank as aforesaid with privity of contract with such parties or contractors with whom the Chargor may have privity of contract and take all such other steps as Bank may require to enable the Bank to procure the completion of the said building operations; and
 - (b) the Chargor shall permit the Bank at the Chargor's cost to complete or procure the completion of the said building operations
- in both cases with power for the Bank and any persons authorised by the Bank to enter upon the Property for any of the above purposes without thereby becoming

8.2 If the Chargor fails to perform or observe any covenant or condition in its part contained in this Charge, it shall be lawful for but not obligatory upon the Bank in order to make good such failure in whole or in part and at the Chargor's cost:

- but without thereby becoming a mortgagee in possession.

If any of the following events shall occur then the Secured Liabilities shall become immediately due and payable at any time on demand by the Bank and the Bank shall cease to be under any further obligation to the Chargor:

- ## 10 ENFORCEMENT

- 8 -

any breach by the Chargor of any of the provisions of this Charge or the occurrence of an Enforcement Event.

11 APPOINTMENT AND POWERS OF RECEIVER

11.1 At any time after the Bank shall have demanded payment of any of the Secured Liabilities or after any breach by the Chargor of any of the provisions of this Charge or the occurrence of an Enforcement Event or if requested by the Chargor, the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.

11.2 The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

11.3 The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA or such other statutes granting powers to receivers in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to, but without limiting any general powers referred to above (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Chargor or otherwise to do the following things, namely:

- (a) to take possession of collect and get in all or any part of the Charged Property and for that purpose to take any proceedings as he shall think fit;
- (b) to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- (c) for the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or pursuant to this Charge or for any other purpose to borrow moneys from the Bank or others on the security of the Charged Property or otherwise on such terms as he may in his absolute discretion think fit;
- (d) to provide such facilities and services for tenants and generally to manage the Property in such a manner as he shall think fit;
- (e) if the Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease of it or of any part of it on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms of this Charge so far as applicable and to execute a formal legal Charge over any such new lease in favour of the Bank in such form as the Bank may require;
- (f) to sell, transfer, assign, let or lease or concur in selling, letting or leasing the Property or any part of it and the grant of any rights over the Property (either by public auction or private contract or otherwise) on such terms and conditions and for such consideration including without limitation shares, securities (of any other Chargor) or other investments payable at such time or times as he may in his absolute discretion think fit;
- (g) to vary the terms of, terminate, grant renewals of or accept surrenders of leases or tenancies of the Property or any part of it in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender with such rights relating to other parts of the Property and containing such covenants on the part of the Chargor or otherwise and generally on such terms and conditions as in his absolute discretion he shall think fit;
- (h) to make any arrangements or compromise which the Bank or he shall think fit whether in relation to any lease of the Property or to any covenants, conditions or restrictions relating to the Property or without limitation otherwise;
- (i) to make and effect all repairs and improvements;
- (j) to enter into bonds, covenants, commitments, guarantees, indemnities and like matters and to make all payments needed to effect, maintain or satisfy the same;
- (k) to settle adjust refer to arbitration compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a

- (l) creditor of the Chargor or relating in any way to the Charged Property;
- (l) to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit,
- (m) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- (n) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently.

11.4 Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him as follows:

- (a) in payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers;
- (b) in payment of his remuneration;
- (c) in payment to the Bank of moneys whether for principal, interest or otherwise in arrear or accruing due under this Charge

and any balance shall be paid to the person or persons entitled to it.

12 EXCLUSION OF LIABILITY

Neither the Bank nor any receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Charged Property;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Charged Property;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under the Facility Agreement; or
- (d) for any other default or omission in relation to all or any of the Charged Property for which a mortgagee in possession might be liable,

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

13 PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Bank or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Bank or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Bank or any Receiver.

14 POWERS OF LEASING

The statutory powers of sale leasing and accepting surrenders exercisable by the Bank are hereby extended so as to authorise the Bank whether in the name of the Bank or in that of the Chargor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Chargor 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 Bank (in its absolute discretion) shall think fit.

15 POWER OF ATTORNEY

15.1 The Chargor hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Chargor for the Chargor and in the name and on behalf of the Chargor and as the act and deed of the Chargor or otherwise to sign seal and deliver execute as a deed and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge. The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Charge.

18 CONTINUING SECURITY

- 18.1 This Charge shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Bank may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged.
- 18.2 Section 93 of the LPA shall not apply to this Charge.

19 SET-OFF

- 19.1 The Bank may, without notice to the Chargor, apply any credit balance (whether or not then due and in whatever currency) which is at any time held by any office or branch of the Bank for the account of the Chargor in or towards satisfaction of the secured liabilities of any of them.
- 19.2 For the purposes of exercising any rights either under this Clause, or any rights under the general law, the Bank may convert or translate all or any part of such a credit balance into another currency applying a rate which in the Bank's opinion fairly reflects prevailing rates of exchange.
- 19.3 The Bank is not obliged to exercise any of its rights under this Clause, which shall be without prejudice and in addition to any rights under the general law.
- 19.4 In this Clause "rights under the general law" means any right of set-off, combination or consolidation of accounts, lien or similar right which the Bank has under any applicable law.

20 NOTICES

- 20.1 Every notice demand or other communication under this Charge shall be in writing and may be delivered personally or by letter or facsimile or despatched as follows:
- (a) if to the Bank, to its address specified at the head of this Charge or the facsimile numbers of the Bank at that address
 - (b) if to the Chargor, to the address specified at the head of this Charge or facsimile numbers of the Chargor at that address or its registered or principal office for the time being or to the Property
- or to such other address and/or facsimile number as may be notified in accordance with this Clause by the relevant party to the other party for such purpose but in any event any notice demand or communication sent to the Property shall be deemed to be received by the Chargor
- 20.2 Every notice demand or other communication shall be deemed to have been received (if sent by post) 48 hours after despatch and (if delivered personally or despatched by facsimile subject to receiving evidence of successful transmission) at the time of delivery or despatch if during normal business hours in the place of intended receipt on a working day in that place and otherwise at the opening of business in that place on the next succeeding working day.
- 20.3 Any notices demands or other communication as aforesaid to be given by the Bank may be made by an authorised officer Manager of the Bank or by any person or firm acting as solicitor or solicitors for the Bank.

21 TRANSFERS

- 21.1 This Charge is freely assignable or transferable by the Bank.
- 21.2 The Chargor may not assign or transfer any of its obligations under this Charge or enter into any transaction which would result in any of those obligations passing to another person.
- 21.3 The Bank may disclose to any person related to the Bank and/or any person to whom it is proposing to transfer or assign or has transferred or assigned this Charge any information about the Chargor and any person connected or associated with it. The Chargor represents and warrants that it has (and, subject to any contrary requirement of law, will maintain) any necessary authority by or on behalf of any such person to agree to the provisions of this Clause.

22 MISCELLANEOUS

- 22.1 No delay or omission on the part of the Bank in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it; nor

- shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- 22.2 The Bank's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.
- 22.3 Any waiver by the Bank of any terms of this Charge, or any consent or approval given by the Bank under it, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 22.4 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality validity and enforceability of the remaining provisions of this Charge nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 22.5 Any certificate or determination of the Bank as to the amount of the Secured Liabilities or without limitation any matter provided for in this Charge shall, in the absence of manifest error, be conclusive and binding on the Chargor.
- 22.6 The Chargor (if a Company) certifies that this Charge does not contravene any of the provisions of its Memorandum and Articles of Association (or other deeds or documents similar thereto).

23 LAW AND JURISDICTION

- 23.1 This Charge is governed by and shall be construed in accordance with English law.
- 23.2 The Chargor irrevocably agrees that the Courts of England and Wales shall have jurisdiction to hear and determine any suit action or proceeding, and to settle any dispute, which may arise out of or in connection with this Charge and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 23.3 Nothing contained in this Clause shall limit the right of the Bank to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 23.4 The Chargor irrevocably waives any objection which it may have now or in the future to the Courts of England and Wales being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

24 REGISTERED LAND

The Chargor hereby applies to the Land Registry to note on the Registers of the Title hereby charged a restriction in Form P of Schedule 4 to the Land Registration Rules 2003 in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge [date] in favour of Butterfield Bank (*Guernsey*) Limited referred to in the Charges register"

IN WITNESS whereof this Charge has been duly executed as a deed and is intended to be and is delivered on the date first above written.

THE SCHEDULE

Part I

The Property

ALL THAT freehold property known as 18 Thurloe Street, London SW7 2ST as the same is registered at the Land Registry with Title Number: LN52484 and all that leasehold property known as 1st, 2nd and 3rd Floors, 18 Thurloe Street, London SW7 2ST as the same is registered at the Land Registry with Title Number: NGL688084

Part II

Part III
The Prior Charges

None

Part IV
The Agreements

None

Executed by
CAREMANOR LLP

Acting by AMY LOUISE SLEE, duly authorised by CAREMANOR PROPERTIES LIMITED

As Member to sign on its behalf

And by BRECON LLC, a company incorporated in Nevis and is acting by EIGHT CORPORATION LIMITED
who in accordance with the law of that territory are acting under the authority of that company.
as Member

.....
Member

EIGHT CORPORATION LIMITED is
incorporated in the Isle of Man and is acting by
AMY LOUISE SLEE and DAVID JOHN
MORGAN who in accordance with the law of
that territory are acting under the authority of
that company.

Witness Signature

Witness Name

Witness Address

Isle of Man IM1 1AH

Witness Occupation

.....
Member

Witness Signature

Witness Name

Witness Address

Isle of Man IM1 1AH

Witness Occupation