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

MR01

Particulars of a charge



	A fee is payable with this form. Please see 'How to pay' on the last page	You can use the WebF Please go to www comp				
1	What this form is for You may use this form to register a charge created or evidenced by	What this form is NOT You may not use this form register a charge where instrument Use form M	*A27Y7O4Z* A02 08/05/2013 #183 COMPANIES HOUSE			
	This form must be delivered to the Regis 21 days beginning with the day after the d delivered outside of the 21 days it will be recourt order extending the time for delivery	ate of creation of the charge ejected unless it is accompan	ed by a			
	You must enclose a certified copy of the il scanned and placed on the public record	nstrument with this form. This	will be			
1	Company details		For official use			
Company number	0 0 8 9 2 1 5 4		→ Filling in this form Please complete in typescript or in			
Company name in full						
2	Charge creation date		, opening of			
Charge creation date		у ₁ у ₃				
3	Names of persons, security agents or trustees entitled to the charge					
	Please show the names of each of the pe	tees				
Name	BARCLAYS BANK PLC					
Name						
Name						
Name						
	If there are more than four names, please tick the statement below I confirm that there are more than for trustees entitled to the charge					

	MR01 Particulars of a charge					
4	Description	Description				
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details				
Description	All that freehold property known as or being 40-42 Kenway Road, London registered at the Land Registry with title number NGL408420					
5	Fixed charge or fixed security					
	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box Yes					
	[✓] No					
6	Floating charge					
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box ☐ Yes Continue [✓] No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company?					
	Yes					
7	Negative Pledge					
	Do any of the terms of the charge prohibit or restrict the charger from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box Yes					
	[✓] No					
		CHFP025				

04/13 Version 1 0

Particulars of a charge Trustee statement You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge Signature Please sign the form here Signature Signature Signature Signature Signature Signature This form must be signed by a person with an interest in the charge

MR01

MR01 Particulars of a charge

Presenter information	Important information		
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details	Please note that all information on this form will appear on the public record. How to pay		
here but, if none are given, we will send the certificate to the company's Registered Office address			
Contact name L Burgess (CCG/20533 2)	A fee of £13 is payable to Companies House in respect of each mortgage or charge filed		
Company name Jeffrey Green Russell Limited	on paper.		
Address Waverley House	Make cheques or postal orders payable to 'Companies House'		
7-12 Noel Street	₩ Where to send		
	You may return this form to any Companies House		
Post town London	address However, for expediency, we advise you to return it to the appropriate address below		
County/Region	For companies registered in England and Wales		
Postcode W 1 F 8 G Q	The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ		
Country	DX 33050 Cardiff		
DX 44627 MAYFAIR	For companies registered in Scotland		
Telephone 020 7339 7000	The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2,		
✓ Certificate	139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1		
We will send your certificate to the presenter's address if given above or to the company's Registered Office if	or LP - 4 Edinburgh 2 (Legal Post)		
you have left the presenter's information blank	For companies registered in Northern Ireland: The Registrar of Companies, Companies House,		
✓ Checklist	Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG		
We may return forms completed incorrectly or with information missing	DX 481 N R Belfast 1		
[Turther information		
Please make sure you have remembered the following	For further information, please see the guidance notes		
The company name and number match the information held on the public Register	on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk		
You have included a certified copy of the instrument with this form	This form is available in an		
You have entered the date on which the charge	alternative format Please visit the		
was created You have shown the names of persons entitled to			
the charge	forms page on the website at		
You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	www.companieshouse.gov.uk		
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





CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 892154

Charge code: 0089 2154 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd May 2013 and created by S MIFSUD & SONS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th May 2013.

Given at Companies House, Cardiff on 14th May 2013





This Form is applicable to FRELHOLDS and LEASI HOLDS, whether the title is registered or unregistered, but is to be used only where the security is given to secure the liabilities of one or more than one IHIRD PARTY. Any liabilities of the MORTGACOR (S) are also secured

If a UK company/LLP executes this Legal Charge as Mortgagor, all parties understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House or the Land Registry

This Legal Charge

made the

day of

2017

Between (1) HOLIDAY MALTA COMPANY LIMITED 40 42 KENWAY ROAD LONDON

('the Principal Debtor')

(2) 5 MILSUD & SONS (UK) LIMITED 40 42 KENWAY ROAD LONDON

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

JEFFREY GREEN RUSSELL LIMITED **WAVERLEY HOUSE** 7-12 NOEL STREET LONDON W1F 8GQ TEL 020 7339 7000

(the Mortgagor")

and (3) Barclays Bank PLC

("the Bank")

Witnesses and it is agreed and declared as follows -

- The Principal Debtor hereby covenants with the Bank that the Principal Debtor will on demand in writing made to the Principal Debtor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Principal Debtor
- The Mortgagor hereby covenants with the Bank that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor

in each case whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping their respective accounts and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder and on such demand the Principal Debtor or (as the case may be) the Mortgagor will retire all bills or notes which may for the time being be under discount with the Bank and to which he is a party whether as drawer acceptor maker or indoise without any deduction whatsoever



- The Mortgagor with full title guarantee hereby charges by way of legal mortgage ALL TTAT the property referred to in the schedule hereto ('the Mortgaged Property') with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged whether by the Principal Debtor or by the Mortgagor
- A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Principal Debtor or (as the case may require) the Mortgagor and sent by post to or left at his respective last known place of business or abode or at the option of the Bank in the case of a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted
- During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Bank nor shall section 03 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security.
- Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured or any part thereof has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made
- 6 (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.
 - (b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Legal Charge Cheluding the power of attorney contained in Clause 6(g) hereof) or otherwise to be done by the Receiver may be done by any one or more of their unless the Bank shall in such appointment specify to the contrary
 - (c) The Bank may from time to time determine the remuncration of the Receiver and may remove the Receiver and appoint another in his place.
 - (d) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the task of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:
 - (i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fill
 - (ii) to commence and/or complete any building operations on the Mortgaged Property or any part thereof 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,
 - (iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise,
 - (iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit

- (v) If the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof 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 bereof 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 it may require
- (vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Properly or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit.
- (vii) to make any arrangement or compromise which the Bank or he shall think fit,
- (viii) to make and effect all repairs improvements and insurances
- (ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine
- (x) 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 NEVERTILLESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insolar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently

- (e) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Mortgagod Preperty with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor 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
- (f) In no circumstances shall the Bank be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any moneys not actually received by the Bank
- (g) The Mortgagor hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor for the Mortgagor and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid.
- (h) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor or otherwise
- The Mortgagor hereby covenants with the Bank that the Mortgagor during the continuance of this security will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair And will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgagod Property And at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter

upon the Mortgaged Property for any of those purposes without thereby becoming a mortgaged in possession) And all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.

- All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured or such part or parts thereof as the Bank may require
- All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all menevs expended by the Bank under clause 7 hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or any part thereof or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Bank's costs charges and expenses shall be on the full indemnity basis) shall be recoverable so far as they relate to the liabilities of the Principal Debtor from the Principal Debtor and so far as they relate to the liabilities of the Mortgagor from the Mortgagor as a debt and may be debited to any account of the Principal Debtor or of the Mortgagor as the case may be and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof
- The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Principal Debtor or the Mortgagor by the Bank or on which the Principal Debtor or the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Principal Debtor or the Mortgagor or affecting their respective liability under these presents or the security hereby created
- This security shall (subject to the provisions of clause 19(b) hereof) be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively
- Property or any part thereof or on the expiration of written notice given under the provisions of clause 19(b) hereof be entitled to close the then current account or accounts of the Principal Debtor and the Mortgagor or either of them and to open a new account or accounts with either or both of them and (without prejudice to any right of the Bank to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor or the Principal Debtor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor or from the Principal Debtor to the Bank at the time when it received such notice
- All any time after payment of the moneys hereby secured or any part thereof has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgagor Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank

- The Mortgagor hereby covenants with the Bank to pay any sums which become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Lenancies Act 1995 or any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder
- 15 The Moitgagor hereby covenants with the Bank that -
 - (a) If and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuous of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank,
 - (b) upon any such registration the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry
- Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association
- The Mortgaged Property shall not be released by time being given to the Principal Debtor or by any arrangement in relation to other securities or by any act matter or thing whether occurring before or after demand whereby the same might have been released (except an express release duly executed by or on behalf of the Bank) and any moneys which may not be otherwise recoverable hereunder by reason of any legal limitation disability or incapacity on or of the Principal Debtor shall nevertheless be recoverable from the Mortgaged Property as though such moneys had been advanced to the Mortgagor and as if the Mortgagor were the sole or principal debtor in respect thereof and this charge had secured such indebtedness.
- 18 In the event of the bankcuptcy or winding up or any arrangement with the creditors of the Principal Debtor
 - (a) any moneys hereby secured shall be deemed to continue due and owing to the Bank until the same are actually paid,
 - (b) the Mortgagor shall not until the Bank has been fully repaid be entitled to participate in any other security held by the Bank or in moneys received by the Bank or account of moneys due from the Principal Debtor,
 - (c) any dividends or payments received by the Bank shall be taken and applied as payments in gross and shall not prejudice the right of the Bank to recover out of the Mortgaged Property all the moneys hereby secured,
 - (d) the Bank shall be entitled to prove for the full amount of the claim of the Bank and to retain the whole of the dividends to the exclusion of the rights (if any) of the Mortgagor in competition with the Bank until the Bank has been fully repaid
- 19 (a) The continuing nature of the security hereby created shall not be determined or affected by notice to the Bank of the death or mental incapacity of the Mortgagor
 - (b) So far only as the liabilities of the Principal Debtor are concerned the continuing nature of the security hereby created may be determined at the expiration of three calendar months after the receipt by the Bank from the Mortgagor of notice in writing to determine it and the amount hereby secured in respect of such liabilities shall on the expiration of such notice be crystallized except as regards unascertained or contingent liabilities and additional sums for interest costs and expenses
- As between the Principal Debtor on the one hand and the Mortgagor and the Mortgaged Property on the other hand the Principal Debtor shall be primarily liable for the payment of the moneys hereby

covenanted to be paid by the Principal Debtor but this provision shall not affect the Bank or in any way preclude the Bank from enforcing or having recourse to all or any remedies or means for recovering payment thereof which may be available under these presents or otherwise at such times and in such order and manner as the Bank shall think fit

- In these presents where the context so admits the expression "the Principal Deblor" shall include his personal representatives the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.
- Debtor" and "the Mortgagor" respectively shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Principal Debtor and the Mortgagor respectively shall be deemed to be joint and several covenants charges agreements and undertakings by such parties. And in particular this security and the covenants contained in clause 1 hereof and the remaining covenants charges agreements and undertakings by the Principal Debtor and the Mortgagor respectively herein contained shall extend and apply to any moneys owing or liabilities incurred by any of the parties comprised in such respective expressions to the Bank whether solely or jointly with each other or with any other person and references to the Principal Debtor or the Mortgagor in relation to the retirement of bills and in clauses 3–9, 10–12, 17–18, and 19, shall mean and include any one or more of the parties comprised in such respective expressions as well as such parties jointly.

In Witness whereof the Principal Debtor and the Mortgagor have executed these presents as a deed the day and year first above written

The Schedule above referred to

The Freehold property known as or being 40-42 KENWAY ROAD LONDON

comprised in the document(s) particulars of which are set out below

Complete if title is not registered at time of	Date	Description (Conv Assignment, Moitge		Parties
Charge				
1	Land Cert	ificate(s) Title No (s)	As an ear of	Administrative area
Complete at title is a register 4 r at time of 1 Charge [NGL408	?420 	Kensinaton	& CHEWEA
T	is security cov	ers the liabilities of som You are STRONGLY F	★WARNING★ ebody else. If they do RECOMMENDED to see before signing.	not repay the Bank may sell the charged asset. ek independent legal advice
£x.	ecuted as a fee	21	On ector/Secretary	444Witness (if sole signatory only)
C.c	ompany's Regis	stered Number 015950	24	
1x	ccuted as a de	red by S MIT SUD & SON!	S (UK) LIMITED Director	4.U.L. Witness (if sole signatory only)
		n	Director/Secretary	
()	imnany e Roois	tered Number - 008071	LA.	

The address of the Bank for service is

UK Banking Service Centre, P.O. Box No. 299, Birmingham. B1 3PF

The following parties acknowledge receipt of a copy of this legal charge

S MILSUD & SONS (UK) LIMITED

For use only in the case of unregistered land

Release

This Release made the day of Between BARCLAYS BANK PLC of the one part and the within named mortgagor of the other part witnesses that the Bank hereby releases the property comprised in or charged by the within written deed from the charge thereby created and all claims and demands thereunder

In witness whereof

οí

in exercise of the

power conferred upon him by a Power of Attorney dated

the

day of

has executed this deed the day and year first above written

Signed as a Deed by the above named

as the Attorney of the above named BARCLAYS BANK PLC in the presence of

Receipt pursuant to Section 115 of the Law of Property Act 1925

Barclays Bank Pt C hereby acknowledges this

day of

that it has received the balance of the moneys (including interest and costs) secured by the within written Deed the payment having been made by

Delically so lines if previouslys exact to my presence to their the Lemingst Deliter or the Viologoger *with intent to discharge the same and to revest the Mortgaged Property in the within named Mortgagor

I or and on behalf of BARCLAYS BANK PIC

(A Manager)