

MR01
Particulars of a charge



Companies House

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

X What this form is NOT for
You may not use this form to register a charge where there is no instrument. Use form MR08.

For further information, please refer to our guidance at www.companieshouse.gov.uk

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23/12/2014

#42

COMPANIES HOUSE

FOR OFFICIAL USE ONLY

1 Company details

Company number	0	2	4	4	4	2	5	4
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Company name in full	NOTTING HILL DEVELOPMENTS LIMITED
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→ 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	0	4	7	2	2	0	4	4
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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	NOTTING HILL HOUSING TRUST
------	----------------------------

Name

Name_____

Name _____

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01

Particulars of a charge

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

Brief description

NORTON HEALTH CARE FACILITY, ROYAL ALBERT DOCKS,
NORTON QUAYS, ALBERT BASIN, LONDON E16 2QJ

REGISTERED TITLE NUMBER EGL431219

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

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 company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company 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 company 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 MR06)

9

Signature

Please sign the form here

Signature

Signature

X *And Houghton - Sublime Merchant*
of Norton 14/11

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

MR01

Particulars of a charge



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 Anne O'Neill

Company name Orrick, Herrington & Sutcliffe

(Europe) LLP

Address 107 Cheapside

Post town London

County/Region

Postcode E C 2 V 6 D N

Country

DX 557 London City

Telephone 0207 862 4600



Certificate

We will send your certificate to the presenter's address if given above or to the company'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 company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ 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 £13 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 companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies 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 companies 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 NR Belfast 1



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2444254

Charge code. 0244 4254 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th December 2014 and created by NOTTING HILL DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2014

Given at Companies House, Cardiff on 5th January 2015



Companies House



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

DATED 4th December 2014

NOTTING HILL DEVELOPMENTS LIMITED
as Borrower

NOTTING HILL HOUSING TRUST
as Lender

MORTGAGE

WE HEREBY CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL

.....*orrick*.....
ORRICK, HERRINGTON & SUTCLIFFE (Europe) LLP
Date:

12/12/2014
✓

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DATED 4th December 2014

PARTIES

- (1) **Notting Hill Developments Limited** is a company registered in England and Wales with registered number 2444254 whose registered office is at Bruce Kenrick House 2 Killick Street London N1 9FL (the "**Borrower**")
- (2) **Notting Hill Housing Trust** a charity incorporated as a Registered Society under the Co-operative and Community Benefit Societies Act 2014 registered in England with number 16558R and a Registered Provider registered with the Tenant Services Authority with number L0035) whose registered office is at Bruce Kenrick House 2 Killick Street London N1 9FL (the "**Lender**")

BACKGROUND

- (A) The Lender has agreed to arrange the advance or to continue to arrange the advance of monies or otherwise arrange credit or afford other financial facilities to the Borrower and/or others on the security created by this Deed
- (B) The Borrower has agreed to charge certain of its assets as security to the Lender as set out in this Deed.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

"**Act**" means the Law of Property Act 1925

"**Charged Assets**" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them.

"**Facility Agreement**" means a facility agreement dated on or about the date of this deed and made between the Lender and the Borrower and any agreement entered into under or supplemental to it or amending, restating or novating it.

"**Liabilities**" means all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower to the Lender whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety.

"**Property**" means the property details of which are set out in Schedule 1, including all.

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it; and

- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it

"Receiver" means any one or more receiver or manager, administrator, or receiver and manager or administrative receiver appointed by the Lender under this Deed (whether sole, joint and/or several and including any substitute)

"Rents" means all sums paid or payable to or for the benefit of the Borrower arising from the letting, use or occupation of all or any part of the Property

1.2 Construction

1.2.1 Unless the contrary intention is expressed, all defined terms in the Facility Agreement have the same meaning here

1.2.2 The construction provisions set out at clause 1.2 (*Construction*) of the Facility Agreement shall apply equally to this Deed.

1.2.3 If any provision of this Deed shall conflict with any term of the Facility Agreement then the relevant term of the Facility Agreement shall prevail

1.3 Disposition of Property

The terms of any other Finance Document and of any side letters between the parties to this agreement are incorporated into each Finance Document to the extent required for the purported disposition of the Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 COVENANT FOR PAYMENT

2.1 Covenant to pay

The Borrower covenants with the Lender that it will

- (a) pay and discharge each and all of the Liabilities on demand; and
- (b) indemnify and keep the Lender indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenants or other obligations of the Borrower to the Lender

2.2 Survival of obligations

The payment obligations of the Borrower under the Finance Documents shall survive the enforcement of the whole or any part of the Charged Assets

3 SECURITY

3.1 General

All the security created under this Deed is created in favour of the Lender as continuing security for the payment and discharge of the Liabilities with full title guarantee.

3 2 Mortgage

The Borrower charges by way of legal mortgage the Property

3 3 Fixed charge

The Borrower charges by way of fixed charge each of the following including all rights of enforcement of the same:

- (a) all fixtures, fittings, plant machinery, manuals and other chattels in respect of the Property and all guarantees and warranties in respect of any of them, and
- (b) all easements, licences and other rights relating to the Property in which it has an interest; and
- (c) its interest in any accounts of the Borrower which relate to the Property.

3 4 Assignment

The Borrower assigns subject to the provisions of Clause 7 (*Discharge*) each of the following including all rights of enforcement of the same

- (a) the Rents,
- (b) the proceeds of any disposal of the Property,
- (c) all monies standing to the credit of any accounts of the Borrower which relate to the Property;
- (d) the monies payable to it under any insurances relating to the Property; and
- (e) all causes of action and other rights and remedies in connection with the Property which it has an interest

4 PERFECTION OF SECURITY

4.1 Further assurance

The Borrower shall execute and do at its own cost and in such form as reasonably required by the Lender:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things,

as the Lender may reasonably require to perfect or protect the security created by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

4 2 Notices

If the Lender so requests, the Borrower shall:

- (a) serve a notice of assignment in respect of any Charged Asset and use its reasonable endeavours to procure receipt of that notice, and

- (b) affix or endorse (as appropriate) a notice of the security intended by this Deed on any Charged Asset,

in both cases in form and substance satisfactory to the Lender

4.3 **Restriction**

The Borrower authorises the Lender to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estate:

"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 dated [●] in favour of [●] referred to in the Charges Register (or its conveyancer) or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer or one of its directors."

5 **RIGHTS OF ENFORCEMENT**

5.1 **Enforcement**

- 5.1.1 The Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed

- 5.1.2 The enforcement powers of the Lender in connection with this Deed shall be immediately exercisable upon an Event of Default or, at the Lender's discretion, at the request of the Borrower.

- 5.1.3 The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.

- 5.1.4 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Lender or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred and that the Liabilities are outstanding and have become due

5.2 **Lender's and Receiver's powers and rights**

- 5.2.1 The Lender shall have the power to appoint a Receiver of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee

- 5.2.2 The Lender (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to:

- (a) exercise all statutory and other powers and rights (including the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act 1986 whether or not the Lender and/or any Receiver is an administrative receiver), and
- (b) the powers and rights specified in Schedule 2 (*Lender's and Receiver's powers*)

and may exercise them in the name of the Borrower and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

5.3 **Receiver as agent**

So far as the law allows, a Receiver shall be the agent of the Borrower, who shall be solely liable for his acts, defaults and remuneration, but the Lender shall be entitled to agree the fees and expenses of and the mode of payment to the Receiver.

5.4 **Further powers**

If the Borrower defaults in the observance and performance of any obligation to the Lender, the Lender or its agents (without any of them becoming a mortgagee in possession) may at any time (but shall not be obliged to) do such things as it considers necessary to remedy the default.

5.5 **Power of attorney**

The Borrower by way of security irrevocably appoints the Lender and every Receiver severally its attorney in its name and on its behalf to execute any documents and do or perfect anything which the Lender and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or value of any of the Charged Assets and/or for the purpose of enforcing the performance of the Borrower's obligations in connection with this Deed.

6 **APPLICATION OF RECEIPTS**

6.1 **Priority of payment**

Subject to sums secured by charges having priority to the charges created by this Deed, all monies received by the Lender and/or any Receiver in the enforcement of this Deed shall (subject as follows) be applied in the following order, in payment:

- (a) **firstly**, of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of the Borrower or otherwise),
- (b) **secondly**, (in so far as not contemplated by the preceding sub-clause) of all fees, costs, charges, taxes, liabilities and expenses and other sums of the Lender (in its capacity as trustee) in relation to the Finance Documents; and
- (c) **finally**, to the Lender for application in accordance with the Facility Agreement.

6.2 **Crediting to suspense account**

The Lender or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Lender or that Receiver thinks fit.

6.3 **Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party this Deed for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of a person which is a party to this Deed on the date of this Deed, that identified with its name below; or
- (b) in the case where a person becomes a party to this Deed after the date of this Deed, that notified in writing to the Lender on or prior to the date on which that person becomes a party to this Deed,

or any substitute address, fax number or department or officer as the party to this Deed may notify the Lender (or the Lender may notify the Borrower if the change is made by the Lender) by not less than five Business Days' notice.

6.4 Delivery

6.4.1 Any communication or document made or delivered by one person to another person in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form, or
- (b) if by way of letter, when it has been left at the relevant address or two Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under the preceding sub-clause, if addressed to that department or officer.

7 DISCHARGE

7.1.1 If the Lender is satisfied that the Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Lender will, at the request and cost of the Borrower, discharge this Deed

7.1.2 No discharge will be of any effect if any security or payment given or made in respect of the Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

8 GENERAL PROVISIONS

8.1 Trust provisions

The undertakings and representations made by the Borrower under this Deed are made in favour of the Lender as Lender for the Lender.

8.2 Marshalling

It shall not be necessary for the Lender before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against the Borrower or any other person.

8.3 Exercise of powers and liability

8.3.1 This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Lender of any other security at any time held by the Lender.

8.3.2 The Lender may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security Interest against the Charged Assets and may

settle and pass the accounts of the prior chargee (which shall be binding on the Borrower). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Borrower to the Lender on demand

- 8.3.3 None of the provisions of this Deed shall be deemed to impose on the Lender or imply on their part any obligation or other liability in relation to the Charged Assets.

8.4 **Tacking**

The Lender must perform its obligations under the Facility Agreement (including any obligation to make further advances).

8.5 **Direction of funds**

Where any part of the Liabilities represents the repayment of monies advanced or other credit given by the Lender to a person other than the Borrower, then by this Deed the Borrower directs the payment of those monies or the giving of credit to that person

8.6 **New Accounts**

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security Interest or disposed of:

- (a) the Lender may close the Borrower's then subsisting account and open a new account with the Borrower, and (unless the Lender gives the Borrower written notice otherwise) shall be deemed to have done so;
- (b) all payments made to the Lender after that date will be credited (or be treated as having been credited) to the new account, and
- (c) no money credited or treated as credited to the new account shall reduce the Liabilities

8.7 **Consolidation**

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

8.8 **Rights of third parties**

- 8.8.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

- 8.8.2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided

9 **LAW AND JURISDICTION**

9.1 **Governing Law**

This Deed shall be governed by English law.

10. RULES

The Borrower hereby certifies that its creation of this Fixed Charge in favour of the Security Trustee does not contravene any of the provisions of the Industrial and Provident Societies Act 1965 or the rules of the Borrower.

11. FURTHER ADVANCES

- (a) Subject to the terms of the Facility Agreement, the Lender is under an obligation to make further advances to the Borrower in accordance with the terms of the Facility Agreement.
- (b) For the purposes of section 94(1)(c) of the Law of Property Act 1925, section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the Lender to make further advances will be deemed to be incorporated in this Fixed Charge as if the same were set out in this Fixed Charge.
- (c) For the purposes of the Land Registration Rules 2003 and section 49(3) of the Land Registration Act 2002, the Borrower hereby consents to the lodgement at the Land Registry of an application by or on behalf of the Lender for the entry of a note of the obligation to make further advances to the Borrower on the Charges Register of any registered land forming part of the Property.

This Deed has been executed as a Deed and delivered on the date stated at the beginning of this Deed.

Schedule 1**The Property**

No	Property Address	Title Number	Freehold/ Leasehold
1.	Norton Health Care Facility, Royal Albert Docks, Norton Quays, Albert Basin, London (E16 2QJ)	EGL431219	Leasehold Title

Schedule 2
Lender's and Receiver's powers

1 Conduct of business

(a) Carry on business

To carry on, manage, develop, reconstruct, amalgamate, diversify and/or conduct the business of the Borrower in all respects and for such purpose to

- (i) enter upon and take possession, get in, collect or otherwise assume control in respect of all or any of the Charged Assets, and/or
- (ii) acquire any proper chattels, plans, machinery and materials.

(b) Formation of companies

To promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring any of the Charged Assets and to arrange for such companies to trade or cease to trade in all cases

(c) Compromise claims

To compromise any claim relating to the Charged Assets

(d) Borrowing and advancing

To borrow, raise or advance money whether or not in priority to the Liabilities and with or without security.

(e) VAT

To assume and exercise all or any of the power and rights conferred on the Borrower in respect of its value added tax status, liabilities, advantages or arrangements

(f) Employees

To:

- (i) enter into, adopt and/or terminate any contract of employment, and
- (ii) employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen, stockbrokers and others.

2 Dealing with the Borrower's assets

(a) Possession

To enter upon and take possession of, get in, use and/or collect any Charged Asset.

(b) Payments

To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use

(c) Receipts

To give receipts and releases for any sums received

(d) Carry on works

To undertake any works, demolition, building, reconstruction, improvement, repair or decoration in respect of any of the Charged Assets which consist of property, buildings, structures, plant, machinery or equipment as it thinks fit and whether or not in accordance with any obligations imposed by the Facility Agreement

(e) Assumption of rights

To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Borrower under any Charged Asset.

(f) Insurance

To effect insurances on such terms as it thinks fit.

(g) Planning permissions and consents

To obtain all necessary planning permissions, building regulation approvals and other permissions, consents or licences in relation to any development or use of the Charged Assets

(h) Acquisition of property

To acquire any adjoining property and/or easements, interests or estates in property and to grant easements and rights

(i) Negotiation

To negotiate and conclude reviews of rent and otherwise deal in relation to the Occupational Leases and the tenants' and guarantors' respective obligations under them.

3 Disposals

(a) Selling

To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:

(i) for immediate or deferred consideration;

(ii) in return for a single payment or instalments; and

(iii) for consideration wholly or partly in cash, property or securities in whatever form,

and in all cases the terms of which shall bind any subsequent mortgagee.

(b) **Leasing**

To grant, create or surrender any lease, tenancy, licence or other agreement relating to the disposal of or other dealing with the Charged Assets on such terms as it thinks fit and

(i) with or without any rent , review of rent, fine or premium, and

(ii) whether absolutely or for a term,

and in all cases the terms of which shall bind any subsequent mortgagee.

4 **General**

(a) **General powers**

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the security charges created by this Deed or the realisation of any of the Charged Assets, whether or not in accordance with the Facility Agreement, including:

(i) executing, delivering and completing all or any deeds or other documents,

(ii) using the name of the Borrower in connection with any of the purposes in this Schedule;

(iii) commencing, carrying out and completing any acts, matters, proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets; and

(iv) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements

(b) **General**

All its powers and discretions under this Deed shall be:

(i) exercisable on such terms and conditions and otherwise as it may think fit, and

(ii) as if it were the absolute and beneficial owner

EXECUTION PAGE

Borrower

Executed as a deed by a
**NOTTING HILL DEVELOPMENTS
LIMITED**
by affixing its common seal in the presence
of: _____, _____, _____

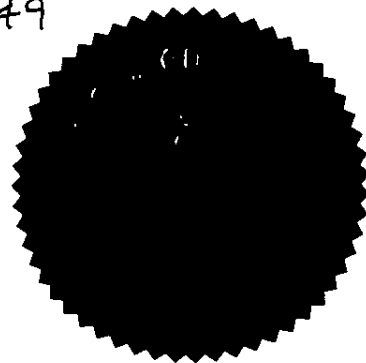
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) *Z*
Authorised signatory

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S. Sanyal

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Authorized signatory

**Lender**

Executed as a deed by
NOTTING HILL HOUSING TRUST
by affixing its common seal in the presence
of: 01

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Authorized signatory

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S. Sarpul

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