

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

MR01

Particulars of a charge



Companies House

118279/39

A fee is payable with this form
Please see 'How to pay' on the
last page

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

☒ **What this form is for**

You may use this form to register
a charge created or evidenced by
an instrument

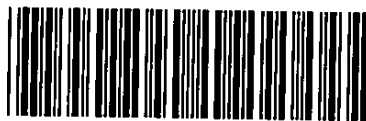
☒ **What this form is NOT for**

You may not use this form to
register a charge where there is no
instrument Use form MR02

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

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

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



A23

A4F5JSE2

03/09/2015

#120

COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 7 1 4 3 9 4 3

Company name in full ELLERTON ROAD LTD

For official use

→ **Filing 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 2 7 0 8 2 0 1 5

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 THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
MERTON

Name FARRER & CO TRUST CORPORATION LIMITED

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	
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"
	By way of second legal mortgage all legal interest in Sophia House, 6 Ellerton Road, Wimbledon - 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	
	<input checked="" type="checkbox"/> Yes ✓	
	<input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes Continue	
	<input checked="" type="checkbox"/> No Go to Section 7 ✓	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> 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	
	<input checked="" type="checkbox"/> Yes ✓	
	<input type="checkbox"/> 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)
	<input type="checkbox"/>	
9	Signature	
Signature	Please sign the form here	
	<div style="display: flex; align-items: center;"> X  X </div>	
	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 **Claire McSorley**

Company name **Herrington & Carmichael LLP**

Address **Waters Edge**

Riverside Way

Watchmoor Park

Post town **Camberley**

County/Region **Surrey**

Postcode **G U 1 5 3 Y L**

Country **ENGLAND**

DX **161412 CAMBERLEY (Watchmoor Park)**

Telephone **01276 686222**



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 N R 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

Dx



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7143943

Charge code: 0714 3943 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th August 2015 and created by ELLERTON ROAD LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd September 2015

Given at Companies House, Cardiff on 9th September 2015



Companies House



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

Dated

27 August

2015

(1) ELLERTON ROAD LTD

- and -

(2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
MERTON

- and -

(3) FARRER & CO TRUST CORPORATION LIMITED

**SECOND LEGAL CHARGE OVER SOPHIA HOUSE,
6 ELLERTON ROAD, WIMBLEDON**

[®]
**HERRINGTON
&
CARMICHAEL**

SOLICITORS

Herrington & Carmichael LLP
Waters Edge
Riverside Way
Watchmoor Park
Camberley
Surrey
GU15 3YL

We hereby certify this to be
a true copy of the original
Herrington & Carmichael LLP
Solicitors
Camberley 28/8/2015.

Herrington & Carmichael

THIS DEED is dated

27 AUGUST

2015

PARTIES

- (1) **ELLERTON ROAD LTD** (*Company Registration Number – 07143943*) whose registered office is at 46 High Street, Esher, Surrey, KT10 9QY (the **Borrower**)
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF MERTON** of Civic Centre, London Road, Morden, SM4 5DX (the **First Lender**), and
- (3) **FARRER & CO TRUST CORPORATION LIMITED** (*Company Registration Number – 03426086*) whose registered office is at 66 Lincolns Inn Fields, London, WC2A 3LH (the **Second Lender**)

WHEREAS

- (A) The Lender has agreed, under the Contract, to defer payment of part of the Consideration payable to the Lender for the acquisition of the land at the rear of 6 - 8 Ellerton Road, Wimbledon by the Borrower on a secured basis
- (B) The Borrower owns the Property
- (C) This deed provides security which the Borrower has agreed to give the Lender for the deferred payment permitted under the Contract

IT IS HEREBY AGREED

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

"Charged Property" means all the assets, property and undertaking for the time being subject to any Security created by this deed (and references to the Charged Property shall include references to any part of it)

"Contract " means the contract dated 27 August 2015 and made between the First Lender (1) the Second Lender (2) and the Borrower (3) for the Borrower's acquisition of the land at the rear of 6 - 8 Ellerton Road, Wimbledon and whereby part of the Consideration (as defined in the Contract) was deferred until a later date for payment and it was agreed that this deferred payment would be secured by this deed

"Delegate" means any person appointed by the Lender or any Receiver under clause 14 and any person appointed as attorney of the Lender, Receiver or Delegate

"Event of Default" means any event or circumstance listed in Schedule 2

"First Charge" means the charges in favour of Coutts and Co dated (1) 25 October 2012 (in respect of the part of the Property registered at the Land Registry under Title Numbers SGL401814 and SGL635934), and (2) ~~27 August~~ 2015 (in respect of the part of the Property comprised within the 2015 Transfer)

"Insurance Policy" means each contract or policy of insurance effected or maintained by the Borrower from time to time in respect of the Property

"Lender" means the First Lender and the Second Lender

"LPA 1925" means the Law of Property Act 1925

"Property" means the freehold property owned by the Borrower described in Schedule 1

"Receiver" means a receiver or a receiver and manager of any or all of the Charged Property

"Secured Liabilities" means all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Contract or this deed (including, without limitation, those arising under clause 26 3 2) together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities

"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect

"Security Period" means the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

"VAT" means value added tax

1.2 Interpretation

In this deed

1 2 1 clause, Schedule and paragraph headings shall not affect the interpretation of this deed,

1 2 2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees,

1 2 3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular,

- 1 2 4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders,
- 1 2 5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees,
- 1 2 6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time,
- 1 2 7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision,
- 1 2 8 a reference to **writing** or **written** includes fax but not e-mail,
- 1 2 9 an obligation on a party not to do something includes an obligation not to allow that thing to be done,
- 1 2 10 a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time,
- 1 2 11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed,
- 1 2 12 any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms,
- 1 2 13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly),
- 1 2 14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description,
- 1 2 15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution,
- 1 2 16 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived,
- 1 2 17 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it, and
- 1 2 18 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation

1.3 Clawback

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed

1.4 Nature of security over real property

A reference in this deed to a **charge or mortgage of or over the Property** includes

- 1 4 1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time,
- 1 4 2 the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property,
- 1 4 3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants, and
- 1 4 4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property

1.5 Law of Property (Miscellaneous Provisions) Act 1989

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

1.6 Perpetuity period

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

1.7 Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules

2 COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities on the earlier of (a) the sale of the Charged Property, or (b) ²⁶ day of ^{February} 2016, or (c) 5 Working Days after the Borrower serves notice on the Lender advising of their intention to redeem this charge in full

3 GRANT OF SECURITY

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges the Property to the Lender by way of second legal mortgage

4 PERFECTION OF SECURITY

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

"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 27 August 2015 in favour of The Mayor and Burgesses of the London Borough of Merton (1) and Farrer & Co Trust Corporation Limited (2) referred to in the charges register."

5 LIABILITY OF THE BORROWER

5.1 Liability not discharged

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

- 5 1 1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground,
- 5 1 2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person, or
- 5 1 3 any other act or omission that, but for this clause 5 1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower

5.2 Immediate recourse

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

6 REPRESENTATIONS AND WARRANTIES

6.1 Times for making representations and warranties

The Borrower makes the representations and warranties set out in this clause 6 to the Lender on the date of this deed and the representations and warranties contained in clauses 6 and 8 of this Deed are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition

6.2 Ownership of Charged Property

The Borrower is the legal and beneficial owner of the Charged Property and has good and marketable title to the Property

6.3 Prior Security

The Charged Property is free from any Security other than the Security created by this deed and the security created by the First Charge

6.4 No adverse claims

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

6.5 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Charged Property

6.6 No interference in enjoyment

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

6.7 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms

7 GENERAL COVENANTS

7.1 Negative pledge and disposal restrictions

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

7 1 1 create, purport to create or permit to subsist any Security on, or in relation to, any Charged Property other than any Security created by this deed and the security created by the First Charge,

7 1 2 increase the amount of the loan facility security by the First Charge,

7 1 3 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, or

7 1 4 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

7.2 Preservation of Charged Property

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by

the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this deed

7.3 Compliance with laws and regulations

7 3 1 The Borrower shall not, without the Lender's prior written consent, use or permit the Charged Property to be used in any way contrary to law

7 3 2 The Borrower shall

7 3 2 1 comply with the requirements of any law or regulation relating to or affecting the Charged Property or the use of it or any part of it,

7 3 2 2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or its use or that are necessary to preserve, maintain or renew any Charged Property, and

7 3 2 3 promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any law or regulation

7.4 Enforcement of rights

The Borrower shall use its best endeavours to

7 4 1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty, and

7 4 2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that the Lender may require from time to time

7 5 Notice of misrepresentations and breaches

The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of

7 5 1 any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated, and

7 5 2 any breach of any covenant set out in this deed

7.6 Borrower's waiver of set-off

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

PROPERTY COVENANTS**8.1 Repair and maintenance**

The Borrower shall keep all premises, and fixtures and fittings on the Property, in good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use with others of a like nature and equal value

8.2 No alterations

The Borrower shall not, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed)

8 2 1 pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur, or

8 2 2 make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 8 1)

8.3 Insurance

8 3 1 The Borrower shall insure and keep insured the Charged Property against

8 3 1 1 loss or damage by fire or terrorist acts,

8 3 1 2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower, and

8 3 1 3 any other risk, perils and contingencies as the Lender may reasonably require

8 3 2 Any such insurance must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Lender and must be for not less than the replacement value of the Charged Property (meaning in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement)

8 3 3 The Borrower shall produce to the Lender the policy, certificate or cover note relating to any insurance required by clause 8 3 1

8.4 Insurance premiums

The Borrower shall

8 4 1 promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect, and

- 8 4 2 (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy

8.5 No invalidation of insurance

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy

8.6 Leases and licences affecting the Property

The Borrower shall not, without the prior written consent of the Lender

- 8 6 1 grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925),
- 8 6 2 in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property),
- 8 6 3 let any person into occupation of or share occupation of the whole or any part of the Property, or
- 8 6 4 grant any consent or licence under any lease or licence affecting the Property

8.7 Notices or claims relating to the Property

The Borrower shall

- 8 7 1 give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a "Notice") that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice, and
- 8 7 2 (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, any objections or representations in respect of that Notice that the Lender thinks fit

8.8 Payment of outgoings

The Borrower shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier

8.9 Inspection

The Borrower shall permit the Lender and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice

8.10 VAT option to tax

The Borrower shall not, without the prior written consent of the Lender exercise any VAT option to tax in relation to the Property

9 POWERS OF THE LENDER

9.1 Power to remedy

9 1 1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed

9 1 2 The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose

9 1 3 Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this deed shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with clause 16 1

9 1 4 In remedying any breach in accordance with this clause 9 1, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development

9.2 Exercise of rights

The rights of the Lender under clause 9 1 are without prejudice to any other rights of the Lender under this deed The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession

9.3 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver

9.4 New accounts

9 4 1 If the Lender receives, or is deemed to have received, notice of any subsequent Security or other interest, affecting all or part of the Charged Property, the Lender may open a new account for the Borrower in the Lender's books Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards,

or have the effect of discharging, any part of the Secured Liabilities

- 9 4 2 If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 9 4 1, then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender

9.5 Lender's set-off rights

If the Lender has more than one account for the Borrower in its books, the Lender may at any time after

- 9 5 1 the security constituted by this deed has become enforceable, or

- 9 5 2 the Lender has received, or is deemed to have received, notice of any subsequent Security or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit After making any such transfer, the Lender shall notify the Borrower of that transfer

9.6 Indulgence

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

10 WHEN SECURITY BECOMES ENFORCEABLE

10.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall be immediately enforceable if an Event of Default occurs

10.2 Discretion

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Property

11 ENFORCEMENT OF SECURITY

11.1 Enforcement powers

11 1 1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 10 1

11 1 2 Section 103 of the LPA 1925 does not apply to the security constituted by this deed

11.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Borrower, to

11 2 1 grant a lease or agreement for lease,

11 2 2 accept surrenders of leases, or

11 2 3 grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925

11.3 Prior Security

11 3 1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lender may

11 3 1 1 redeem that or any other prior Security,

11 3 1 2 procure the transfer of that Security to itself, and

11 3 1 3 settle any account of the holder of any prior Security

11 3 2 The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Borrower. All monies paid by the Lender to an encumbrancer in settlement of such an account shall be, as from its payment by the Lender, due from the Borrower to the Lender on current account and shall bear interest at the default rate of interest specified in the Contract and be secured as part of the Secured Liabilities

11.4 Protection of third parties

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

11 4 1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged,

11 4 2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable, or

11 4 3 how any money paid to the Lender, any Receiver or any Delegate is to be applied

11.5 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers

11.6 No liability as mortgagee in possession

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

11.7 Relinquishing possession

If the Lender, any Receiver or Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession

11.8 Conclusive discharge to purchasers

The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit

12 RECEIVERS

12.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property

12.2 Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in

writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

12.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, which shall be due and payable immediately on its being paid by the Lender

12.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise

12.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Property

12.6 Agent of the Borrower

Any Receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender

13 POWERS OF RECEIVER

13.1 Powers additional to statutory powers

13 1 1 Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 13 2 to clause 13 20

13 1 2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver

13 1 3 Any exercise by a Receiver of any of the powers given by clause 13 may be on behalf of the Borrower, the directors of the Borrower or himself

13.2 Repair and develop the Property

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation

approval or any other permission, consent or licence to carry out any of the same

13.3 Grant or accept surrenders of leases

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms and subject to any conditions that he thinks fit

13.4 Employ personnel and advisers

A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower

13.5 Make and revoke VAT options to tax

A Receiver may exercise or revoke any VAT option to tax that he thinks fit

13.6 Charge for remuneration

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

13.7 Realise Charged Property

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

13.8 Manage or reconstruct the Borrower's business

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

13.9 Dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Charged Property, grant any other interest or right over, sell, assign or lease (or concur in granting options and licences over all or any part of the Charged Property, granting any other interest or right over, selling, assigning or leasing) all or any of the Charged Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions that he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him

13.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Borrower

13.11 Give valid receipts

A Receiver may give valid receipts for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Property

13.12 Make settlements

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

13.13 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property that he thinks fit

13.14 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 16 2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this deed

13.15 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986

13.16 Borrow

A Receiver may, for any of the purposes authorised by this clause 13, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on any terms that he thinks fit (including, if the Lender consents, terms under which that Security ranks in priority to this deed)

13.17 Redeem prior Security

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

13.18 Delegation

A Receiver may delegate his powers in accordance with this deed

13.19 Absolute beneficial owner

A Receiver may, in relation to any of the Charged Property, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could

exercise or do in the ownership and management of the Charged Property or any part of the Charged Property

13.20 Incidental powers

A Receiver may do any other acts and things

13 20 1 that he may consider desirable or necessary for realising any of the Charged Property,

13 20 2 that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law, or

13 20 3 that he lawfully may or can do as agent for the Borrower

14 DELEGATION

14.1 Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 18 1)

14.2 Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit

14.3 Liability

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate

15 APPLICATION OF PROCEEDS

15.1 Order of application of proceeds

All monies received by the Lender, a Receiver or a Delegate under this deed after the security constituted by this deed has become enforceable (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority

15 1 1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed,

15 1 2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines, and

15 1 3 in payment of the surplus (if any) to the Borrower or other person entitled to it

15.2 Appropriation

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

15.3 Suspense account

All monies received by the Lender, a Receiver or a Delegate under this deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities)

15 3 1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account,

15 3 2 shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower, and

15 3 3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit

16 COSTS AND INDEMNITY

16.1 Costs

The Borrower shall, promptly on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with

16 1 1 this deed or the Charged Property,

16 1 2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this deed, or

16 1 3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding-up or administration of the Borrower) at the rate and in the manner specified in the Contract

16.2 Indemnity

16 2 1 The Borrower shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with

16 2 1 1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property,

16 2 1 2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed, or

16 2 1 3 any default or delay by the Borrower in performing any of its obligations under this deed

16 2 2 Any past or present employee or agent may enforce the terms of this clause 16 2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999

17 FURTHER ASSURANCE

17.1 Further assurance

17 2 The Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for

17 2 1 creating, perfecting or protecting the security intended to be created by this deed,

17 2 2 facilitating the realisation of any of the Charged Property, or

17 2 3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,

17 3 including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration

18 POWER OF ATTORNEY

18.1 Appointment of attorneys

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

18 1 1 the Borrower is required to execute and do under this deed, or

18 1 2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate

18.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise,

or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 18 1

19 RELEASE

19.1 Release

19 2 Subject to clause 26 3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to

19 2 1 release the Charged Property from the security constituted by this deed, and

19 2 2 reassign the Charged Property to the Borrower (if any)

20 ASSIGNMENT AND TRANSFER

20.1 Assignment by Lender

The Lender may not assign any of its rights, or transfer any of its rights or obligations, under this deed

20.2 Assignment by Borrower

The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this deed

21 SET-OFF

21.1 Lender's right of set-off

The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 21 1 shall not limit or affect any other rights or remedies available to it under this deed or otherwise

21.2 No obligation to set off

The Lender is not obliged to exercise its rights under clause 21 1. If, however, it does exercise those rights it must promptly notify the Borrower of the set-off that has been made

22 AMENDMENTS, WAIVERS AND CONSENTS

22.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative)

22.2 Waivers and consents

22.2.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

22.2.2 A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

22.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

23 SEVERANCE

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

24 COUNTERPARTS

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

25 THIRD PARTY RIGHTS

- 25 1 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 25 2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

26 FURTHER PROVISIONS

26.1 Independent security

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

26.2 Continuing security

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

26.3 Discharge conditional

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

26 3 1 the Lender or its nominee may retain this deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Property, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and

26 3 2 the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

26.4 Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower under this deed and the Contract shall be, in the absence of any manifest error, conclusive evidence of the amount due.

26.5 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

27 **NOTICES**

27.1 **Delivery**

Any notice or other communication given to a party under or in connection with this deed shall be

27 1 1 in writing,

27 1 2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax, and

27 1 3 sent to

27 1 3 1 the Borrower at

46 High Street, Esher, Surrey, KT10 9QY

marked for the attention of: Aziz Elkhadraoui

27 1 3 2 the First Lender at

***South London Legal Partnership, Gifford House, 67c
St. Helier Avenue, Morden SM4 6HY***

marked for the attention of: Paul Evans

27 1 3 3 the Second Lender at

***Farrer & Co LLP of 66 Lincolns Inn Fields, London,
WC2A 3LH***

marked for the attention of: James Furber

27.2 **Receipt by Borrower**

Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received

27 2 1 if delivered by hand, at the time it is left at the relevant address,

27 2 2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting, and

27 2 3 if sent by fax, when received in legible form

A notice or other communication given as described in clause 27 2 1 or clause 27 2 3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day

27.3 **Receipt by Lender**

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

27.4 Service of proceedings

This clause 27 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

27.5 No notice by e-mail

A notice or other communication given under or in connection with this deed is not valid if sent by e-mail

28 GOVERNING LAW AND JURISDICTION

28.1 Governing law

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

28.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

28.3 Other service

The Borrower irrevocably consents to any process in any legal action or proceedings under clause 28.2 being served on it in accordance with the provisions of this deed relating to service of notices Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law

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

Schedule 1

Part 1 : Property

The freehold land at Sophia House, 6 Ellerton Road, Wimbledon being the land edged in red on the attached plan and forming part of the land registered at the Land Registry under Title Numbers SGL401814, SGL635934 and part of the land comprised within the transfer of even date herewith and made between the First Lender (1) and the Borrower (2) land formerly part of Title Number SGL609533 and also forming part of the land more particularly described in the Conveyance dated 25 November 1938 and made between Admiral the Honourable Sir Reginald Aylmer Ranfurly Plunkett-Erle-Drax (1) and The Mayor and Burgesses of the Borough of Wimbledon (2) ("**the 2015 Transfer**")

Part 2 Plan

Schedule 2

Events of Default

Each of the events or circumstances set out in this Schedule 2 is an Event of Default:

- (1) The Borrower fails to pay any sum payable under the Contract, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date
- (2) The Borrower fails (other than by failing to pay), to comply with any provision of this Contract (and if the Lender considers, acting reasonably, that the default is capable of remedy), such default is not remedied within 14 Business Days of the earlier of
 - I the Lender notifying the Borrower of the default and the remedy required,
 - II the Borrower becoming aware of the default
- (3) Any representation, warranty or statement made, repeated or deemed made by the Borrower in, or pursuant to, this Legal Charge is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made
- (4) The Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due
- (5) Any action, proceedings, procedure or step is taken for
 - I the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower, or
 - II the composition, compromise, assignment or arrangement with any creditor, or
 - III the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets
- (6) The Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties)
- (7) The Borrower repudiates or shows an intention to repudiate the Contract
- (8) The Borrower ceases, or threatens to cease, to carry on all or a substantial part of its business
- (9) Any event occurs (or circumstances exist) which, in the reasonable opinion of the Lender, has or is likely to materially and adversely affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, the Contract

EXECUTED AS A DEED BY

ELLERTON ROAD LTD

acting by

Director

Director / Secretary

THE COMMON SEAL of THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF MERTON was

hereunto affixed in the presence of

Authorised Signatory

EXECUTED AS A DEED BY FARRER & CO

TRUST CORPORATION LIMITED

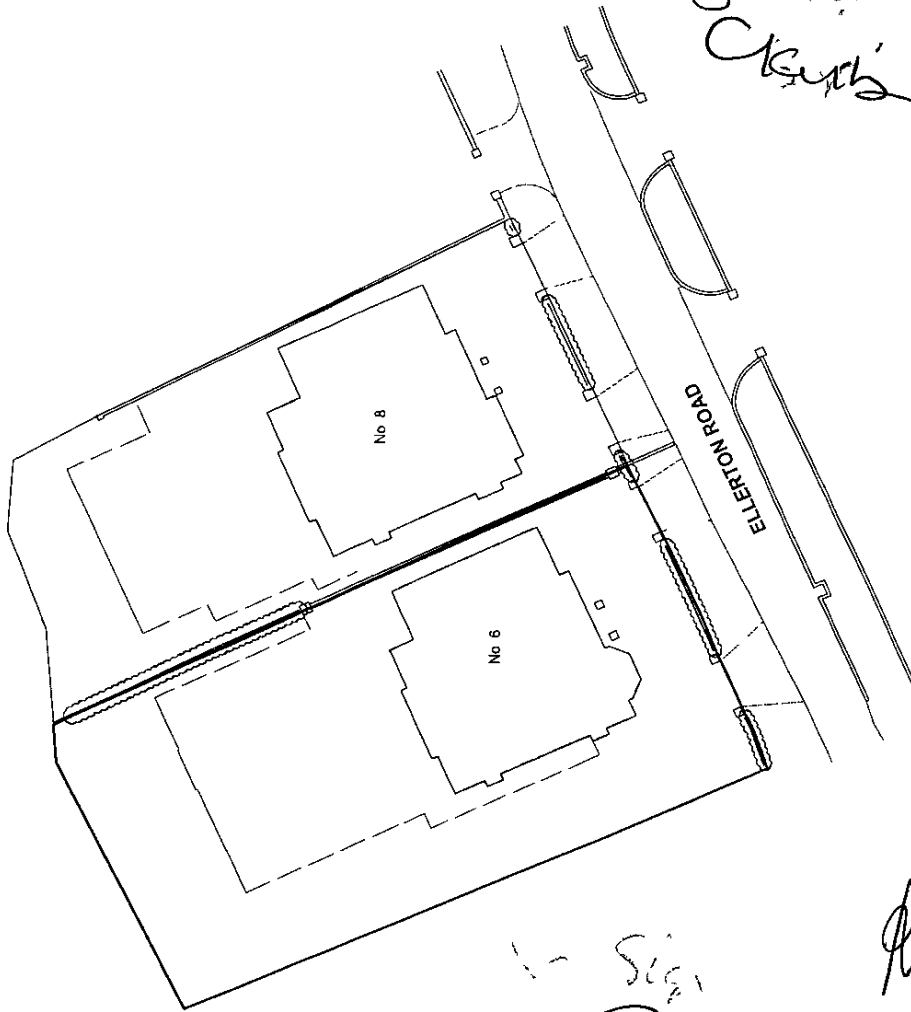
acting by

Director

Director / Secretary



LEGEND
TITLE OUTLINE



James Fisher
Chris

See
Call
[Signature]

REVDATE	DESCRIPTION	BY	CHECK
27/5/15	6 ELLERTON ROAD WIMBLEDON SW20 0EP		
	CONVEYANCE PLAN		
	NEWCOURT RESIDENTIAL SUITE 3 AISELA HOUSE 46 HIGH STREET ESHER SURREY KT10 9QY		
SCALE	1:500 @ A4	DRAWN BY	ADS
DRAWING	CON 01	REVISION	

