



**Registration of a Charge**

Company name: **LANARK SQUARE LIMITED**

Company number: **07681932**

Received for Electronic Filing: **04/01/2017**



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**Details of Charge**

Date of creation: **23/12/2016**

Charge code: **0768 1932 0004**

Persons entitled: **JOHN THOMAS WOOLSTENCROFT & ADRIAN COOPER**

Brief description: **FREEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS AT PEPPER STREET, LANARK SQUARE, TURNBERRY QUAY AND SELSDON WAY, LONDON REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER EGL565928 AND THE LEASEHOLD PROPERTY KNOWN AS OFFICE BLOCKS A, B AND C, GLENGALL BRIDGE, MILLWALL DOCK, LONDON WITH TITLE NUMBER EGL221795**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PHILIP ROSS**



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

Company number: 7681932

Charge code: 0768 1932 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2016 and created by LANARK SQUARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2017 .

Given at Companies House, Cardiff on 5th January 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**THIS LEGAL CHARGE** made the  
Thousand and Sixteen

23

day of

December

Two

**BETWEEN:-**

1. The person persons company or entity referred to in the Third Schedule hereto (hereinafter called "the Mortgagor" whether the Mortgagor be one person or more than one person a firm or company or other entity or any combination thereof and which expression shall where the context so admits include his her its or their successors in title and personal representatives) of the one part and
2. **JOHN THOMAS WOOLSTENCROFT** of Timbercombe House, Spaxton, Bridgwater, TA5 1AU and **ADRIAN COOPER** of 48 Upper Brook St, London, W1K 2BP (hereinafter called "the Lender" which expression shall where the context so admits include the Lender's successors and assigns) of the other part

**WITNESSETH** as follows: -

1. (a) THE Mortgagor **COVENANTS** with the Lender that the Mortgagor will immediately on demand being made by or on behalf of the Lender (or upon the happening of any of the events set out in clause 6 of this Deed immediately without the necessity of any such demand being made) pay and discharge to the Lender all and any monies and liabilities which now are or which at any time or times hereafter shall or may from time to time be or become due or owing (whether by way of further advance or otherwise) or incurred or may be accruing due to the Lender from the Mortgagor whether solely or jointly with any person or persons firm company or entity and whether in the character of principal debtor or guarantor or surety or otherwise howsoever and wheresoever together with interest at the rate or rates agreed from time to time between the Mortgagor and the Lender such rate or rates to be computed and compounded in accordance with the procedures which the Lender shall in its absolute discretion from time to time operate (and by its execution of this Legal Charge the Mortgagor shall be deemed to have consented to such procedures) and so that interest shall be payable as so provided as well after as before any judgement obtained hereunder and will also on demand pay to the Lender all costs charges and expenses which the Lender may pay or incur in connection with this Deed or any other deed or document or security deposited with the Lender or in enforcing or obtaining payment of the said monies or liabilities or in paying any rent rates taxes or other outgoings of whatsoever nature in respect of any property for the time being subject to this security or in insuring repairing maintaining or completing any buildings on any such property and all other costs charges and expenses of whatever nature which may be incurred by the Lender in respect of any such property (together with interest computed and compounded as aforesaid on all sums so expended by the Lender from the date of their being expended until payment thereof) provided that for the sake of clarity and for the avoidance of doubt the Mortgagor acknowledges that the costs charges and expenses referred to in this clause shall include (but not by way of limitation) all costs charges and expenses which the Lender may incur:
  - (i) in enforcing any obligation of the Mortgagor or any guarantor of the Mortgagor

- (ii) in taking or defending any proceedings whatsoever in relation to the Property (as hereinafter defined) and/or this mortgage and/or involving any person persons company or entity claiming to have an interest or right in or in respect of the Property (as hereinafter defined) and/or involving the rights and powers of the Lender hereunder and/or terms hereof
  - (b) The Mortgagor **FURTHER COVENANTS** with the Lender (without prejudice to any other right or remedy to which any other company hereinafter mentioned may be entitled and without prejudice to any other security to which such any other company may be entitled) that the Mortgagor will on demand at any time or times pay to the Lender a sum or sums equal to the amount which shall or may from time to time be or become due and owing from the Mortgagor whether solely or jointly with any person or persons firm company or entity whether in the character of principal interest or otherwise to any company which is or may be a member of the same group of companies (as defined in section 42 of the Landlord and Tenant Act 1954) as the Lender and so that in the event of any such sum or sums being received by the Lender the Lender will forthwith apply the same in or towards the discharge of the liability of the Mortgagor to such other company
2. WITHOUT prejudice to the generality of the foregoing the Mortgagor **ALSO COVENANTS** with the Lender that the Mortgagor will in all respects comply with all the obligations of the Mortgagor as set out or referred to in the facility letter or loan agreement (if any) referred to in the Fourth Schedule hereto (herein called "the Facility Letter") and all and any other facility letter or letter of offer or loan agreement issued by the Lender to or involving the Mortgagor (whether the Mortgagor shall be the borrower or a guarantor thereunder)
3. (a) THE Mortgagor with full title guarantee **CHARGES** by way of legal mortgage (as a continuing security) the premises described or referred to in the First Schedule hereto (hereinafter called "the Property") together with all fixtures and fittings and chattels personal whatsoever now or at any time hereafter affixed or attached to such premises or to any part thereof (other than trade machinery as defined by Section 5 of the Bills of Sale Act 1878) together also with the goodwill of any trade or business carried on now or hereafter by the Mortgagor at the Property with the payment to the Lender and discharge of all sums covenanted to be paid to the Lender hereunder and all other monies and liabilities intended to be hereby secured (including without prejudice to the generality of the foregoing any expenses and charges arising out of or in connection with the acts or matters referred to in clause 10 hereof) (but subject to the prior mortgage(s) or charge(s) (if any) referred to in the Second Schedule hereto)
- (b)
- PROVIDED THAT nothing contained in sub-clauses (a) and (b) above shall in any way prejudice the rights of the Lender in respect of any dealing or purported dealing by the Lender and/or any such contract or agreement insofar as the same may have been carried out or entered into without the consent of the Lender and/or in contravention of the terms hereof
- (d) For the sake of clarity and the avoidance of doubt in addition to all other sums and liabilities hereby secured this Legal Charge is intended to secure further

advances but without any obligations on the part of the Lender to make the same

4. THE Mortgagor **COVENANTS** with the Lender (where it is the Mortgagor's responsibility) at all times during the continuance of this security:

- (ii) insured in accordance with the requirements of the Lender as from time to time notified to the Mortgagor and failing such notification then in the name of the Mortgagor with the interests of the Lender as mortgagee noted thereon against loss or damage by fire and all such other risks and contingencies as are in accordance with sound commercial practice and to the approval and satisfaction of the Lender in their full insurable value for the time being (being where appropriate the higher of the full reinstatement or replacement value) in such office or offices as the Lender shall approve and will punctually pay all premiums necessary for the purpose of such insurance and will forthwith on demand produce to the Lender the policy or policies of such insurance and the receipt for every such payment PROVIDED THAT the parties agree that the requirements for the Lender under the provisions of this sub-clause may from time to time and in the absolute discretion of the Lender be varied and such variation shall come into force and be applicable forthwith upon service by the Lender of a notice to the Mortgagor requiring a variation of the provisions of this clause PROVIDED FURTHER THAT the Mortgagor will procure that unless otherwise agreed in writing by the Lender all monies to be received by virtue of any insurance as aforesaid shall so far as they are in respect of any part of the Property be deemed part of the Property and shall be paid to the Lender and shall if the Mortgagor so requests and the Lender thinks fit be applied in making good or recouping expenditure incurred in making good any loss or damage in respect of which the monies are received or if the Lender so requires in writing in or towards the discharge of the liabilities of the Mortgagor to the Lender (whether hereunder or otherwise)

and in the event that the Mortgagor shall at any time refuse or neglect to keep such buildings and fixtures in good repair or to keep the said insurance on foot or to produce any policy or receipt to the Lender in accordance with the provisions hereinbefore contained the Lender shall be entitled at the expense of the Mortgagor (which may at the discretion of the Lender be debited to the account of the Mortgagor and capitalised) to repair and keep in repair such buildings and fixtures or any of them (with liberty for that purpose by itself or its agents to enter upon the Property) or to effect or renew any such insurance as aforesaid as the Lender shall think fit and in the event of any other policy or policies of insurance covering any of the buildings or fixtures on the Property against any such risks as aforesaid the Mortgagor will (without prejudice to any obligations in the policy or policies of insurance or to any obligations having priority to the obligations imposed by this Deed) hold any sums received under such policy or policies in trust for the Lender and will pay the same to the Lender on demand PROVIDED THAT the parties agree that in respect of any policy of insurance to which this clause 4(a) shall relate the receipt of any director or duly authorised employee of the Lender for any money which may be or become payable to the Mortgagor or for any policy of insurance which may be or become deliverable for or in respect of or in exchange for any policy for the time being subject to this security shall effectually discharge the person or persons paying or delivering the same

therefrom and from being concerned to see to the application or being answerable for the misapplication thereof and any such person or persons shall not be bound or concerned to see or enquire whether at the time of such payment or delivery any money remains owing upon this security

- (b) to pay and keep the Lender indemnified against all rates taxes duties charges assessments and outgoings whatsoever (whether Parliamentary parochial local or of any other description) which shall be assessed charged levied or imposed upon the Property or any part thereof or which shall be payable by the Mortgagor or the Lender or a receiver of the Property or of the income thereof and will on demand produce to the Lender the receipt for every such payment and if the Mortgagor shall at any time refuse or neglect to make any such payments or to produce the receipt therefor to the Lender on demand then and in any such case the Lender may pay the same in which event the provisions of clause 1 hereof shall apply thereto
- (c) to observe and perform each and every of the covenants and conditions on the part of the Mortgagor to be observed and performed contained in the:
  - (i) said prior mortgages or charges (if any)
  - (ii) lease (if any) under which the Mortgagor holds the Property or any part thereof as if in each case the same were herein expressly set out and formed part hereof and in particular without prejudice to the generality of the foregoing will punctually pay the rents and any other sums reserved by any such lease and will forthwith on demand produce to the Lender the receipt for every such payment and if the Mortgagor shall at any time refuse or neglect to make any such payment or to produce the receipt therefor to the Lender on demand then and in any such case the Lender may pay the same in which event the provisions of clause 1 shall apply thereto

PROVIDED THAT for the sake of clarity and the avoidance of doubt the Mortgagor acknowledges that the Lender shall not be deemed to have taken possession of the Property (or other premises) or any part thereof by reason only of making any such payment as is mentioned in sub-clauses (a), (b) or (c) of this clause and/or by reason of the Lender making entry as is mentioned in sub-clause (e) of this clause

- 5. (a) (i) THE statutory power of leasing entering into agreements for leases and accepting surrenders of leases shall not during the continuance of this security be exercisable by the Mortgagor without the prior written consent of the Lender nor without such consent as aforesaid shall the Mortgagor grant any licence or give any consent in respect of (or vary or agree to vary the terms of) any lease or tenancy or other occupancy of the Property or any part thereof nor part with or share possession or occupation of the whole of the Property or any part thereof
- (ii) without prejudice to the generality of the foregoing the Mortgagor shall not be entitled to conclude any negotiations or enter into any binding agreement in respect of any review of any rent for the time being payable in respect of any lease tenancy or other occupancy of the Property or any part thereof without the consent in writing of the Lender

- (b) During the continuance of this security no person or persons shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of the Property or any part thereof without the consent in writing of the Lender and the costs incurred by the Lender in lodging from time to time a caution against registration of the Property shall be deemed to be costs properly incurred by it hereunder
  - (e) The Mortgagor will comply with all statutory contractual and other requirements covenants agreements and provisions of whatever nature affecting the Property (including but not by way of limitation all covenants and agreements and other matters affecting the title to the Property) and without prejudice to such obligation the Mortgagor will not do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Property or any part thereof required to be done or omitted by the Planning Acts or any other Acts or statutory provision whatever or which shall contravene the provisions of such Acts or any of them and will at all times hereafter indemnify and keep indemnified the Lender against all actions proceedings costs expenses claims and demands whatsoever in respect of any such matter or thing contravening the provisions of the said Acts or any of them as aforesaid
6. THE monies hereby secured shall become immediately payable without demand and the statutory power of sale shall be exercisable at any time upon the happening of any one or more of the events following that is to say:
- (a) the Mortgagor makes default in payment or discharge of any monies payable or liabilities to be discharged to the Lender by the Mortgagor
  - (b) the Mortgagor is adjudicated bankrupt or enters into a scheme of voluntary arrangement or if the Mortgagor shall be a body corporate a petition is presented in any court for an administration or winding-up order to be made in respect of the Mortgagor or a meeting is convened for the purpose of considering a resolution for the winding-up of the Mortgagor (except in the case of a reconstruction or amalgamation which has the prior written approval of the Lender under which the new amalgamated company assumes liability under this mortgage and provides security in a form and amount approved by the Lender)
  - (c) the Mortgagor (or in the case of the Mortgagor being more than one person or entity any one of them) or (if applicable) any guarantor of the Mortgagor dies or
  - (e) the Mortgagor sells or otherwise disposes of or attempts to sell or otherwise dispose of the Property or any part or parts thereof without the prior approval in writing of the Lender or
  - (f) there is any breach by the Mortgagor of any obligation statutory or otherwise binding on the Mortgagor or of any of the covenants whether express or implied herein contained and on the Mortgagor's part to be observed and performed or
  - (g) an order is made and confirmed for the compulsory acquisition of the Property or any part or parts thereof or

- (h) a receiver administrative receiver administrator supervisor or trustee is appointed of the Mortgagor or over the property or assets of the Mortgagor or any part or parts thereof or
- (i) the Mortgagor is unable to pay its debts whether within the meaning of Section 518 of the Companies Act 1985 or a notice is served (and not complied with or withdrawn) under Section 123(1)(a) of the Insolvency Act 1986 or
- (j) the Mortgagor certifies that it is unable to pay its debts as and when they fall due or
- (k) the Mortgagor stops payment or ceases to carry on its business or substantially the whole thereof or threatens to cease to carry on the same or a notice is served on the Mortgagor under Sections 652 and/or 653 of the Companies Act 1985 or
- (l) any step shall be taken or proceedings commenced for the purpose of enforcing the security constituted by any mortgage or charge created by the Mortgagor or
- (m) the Mortgagor shall fail to comply with the terms of the Facility Letter or any of them or shall fail to meet any other obligations whatsoever of the Mortgagor to the Lender or
- (n) any of the representation and warranties made or deemed to have been made or given to induce the Lender either to issue the Facility Letter or to make a loan or facility referred to in any Facility Letter shall be or become untrue or inaccurate or
- (o) any indebtedness of the Mortgagor or (if applicable) the Guarantor or (in the event of the Mortgagor being a company) any subsidiary of the Mortgagor shall not be paid when due or shall become prematurely payable or capable of being prematurely declared payable or if any steps are taken to enforce any security for such indebtedness or
- (p) it shall be or become unlawful at any time for the Mortgagor to perform any of the obligations of the Mortgagor herein contained or
- (q) the Mortgagor being a corporation at any time without the prior consent in writing of the Lender there shall occur a change in control of the Mortgagor (and for this purpose control shall have the meaning ascribed to it in Section 840 of the Income and Corporation Taxes Act 1988) or
- (r) the Lender shall notify the Mortgagor that in the opinion of the Lender any act or default shall have occurred (whether in relation to the Mortgagor or (if applicable) the group of companies of which the Mortgagor shall be part or the Property or any guarantor of the Mortgagor or otherwise) which the Lender considers adversely affects the position of the Lender and/or the value of the security held by the Lender

AND in any such sale the Lender may sell the fixtures and fittings and items referred to in clauses 3(a) and (c) hereof (but without prejudice to all or any other powers herein contained or implied) comprised herein either together with the premises to which they are affixed or separately and detached therefrom and may sell leaseholds

in lots by way of underlease and may also charge new rent charges or fee farm rents exclusively on the land conveyed and apportion existing rent charges or fee farm rents or charge them exclusively either on land sold or land retained as the Lender may think fit and may also sell any goodwill hereby charged either together with or separately from the premises to which they are attached

7. DURING the continuance of this security:

- (a) in the event of the Mortgagor being a body corporate the Mortgagor shall furnish to the Lender as often as may be required by the Lender and in the event of no requirement be notified to the Mortgagor then yearly) at the expense of the Mortgagor a Balance Sheet Profit and Loss Account and Trading Accounts showing the true position of the Mortgagor's affairs at a date not more than six months earlier and certified by the auditor for the time of the Mortgagor and
- (b) the Mortgagor will from time to time and at all times forthwith upon demand at the expense of the Mortgagor supply to the Lender such financial and other information relating either to the affairs of the Mortgagor and/or the Property and/or any guarantor of the Mortgagor as the Lender may require

8. THE restriction on the right of consolidating securities which is contained in Section 93 of the Law of Property Act 1925 shall not apply to this security

9. (a) THIS security shall be a continuing security to the Lender and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the monies owing as aforesaid but shall constitute and be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not operate so as in any way to prejudice or affect and shall not be prejudiced or affected by the security created by any deposit which may have already been made with the Lender of the title deeds and writings relating to the property hereby charged or any other securities liens remedies and guarantees which the Lender may now or at any time hereafter hold for or in respect of the monies hereby secured or any part thereof In particular it shall not be necessary for the Lender to resort to or to seek to enforce any security or personal guarantee or liability of any other person

- (b) The Lender may on receiving notice that the Mortgagor has encumbered the Property or any part or parts thereof (whether or not with the prior written consent of the Lender but in the event of such written consent not having been obtained then without prejudice to the rights of the Lender in respect of the breach of the obligations of the Mortgagor in relation thereto) close any account with the Mortgagor and open a new account and (without prejudice to any right of the Lender to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any such closed account

- (c) If the Lender does not open a new account or accounts immediately upon receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as and from that time all payments made by the Mortgagor shall be credited or treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Lender at the time when it received such notice

- 10 (a) AT any time after the monies hereby secured shall have become immediately payable the Lender may from time to time appoint by writing under the hand of a director or any duly authorised employee of the Lender any person to be a Receiver of the Property or any part thereof and may from time to time in writing under the hand of a director or any duly authorised employee of the Lender remove any Receiver so appointed whether or not appointing another in his place
- (b) A Receiver so appointed shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts default and remuneration
- (c) A Receiver so appointed (or in the event of there being no such Receiver the Lender (whether or not in possession of the Property and without incurring liability as mortgagee in possession) either as mortgagee or as attorney for and in the name of the Mortgagor) shall have power:
- (i) to enter upon and take possession of the Property or any part or parts thereof and to collect and get in the property in respect of which he is appointed or any part thereof and for that purpose to take any proceedings in the name of the Mortgagor or otherwise as may seem expedient
  - (ii) to carry on or manage or concur in carrying on or managing the business of the Mortgagor and for that purpose to raise money on any part of the Property in priority to this security or otherwise
  - (iii) to close in whole or in part the business of the Mortgagor
  - (iv) to sell or concur in selling let or concur in letting and to accept surrenders of leases of any part of the Property in such manner and generally on such terms and conditions as he thinks fit (any leases being granted being for any term whether commencing at once or at any future date at any or no rent and with or without any fine or premium and generally upon such terms as may be considered expedient) and to carry any such sale letting or surrender into effect by conveying leasing letting or accepting surrenders in the name of or on behalf of the Mortgagor or otherwise Any such sale may be for cash debentures or other obligations shares stock or other valuable consideration and may be payable in a lump sum or by instalments spread over such period as the Lender shall think fit and so that any consideration or part thereof received in a form other than cash shall ipso facto forthwith on receipt be and become charged with the payment of all monies due hereunder as though it had been included in the charge created by clause 3 hereof and formed part of the property so charged plant machinery and other fixtures may be severed and sold separately from the premises containing them without the consent of the Mortgagor being obtained thereto
  - (v) to repair renew insure protect improve enlarge develop build construct reconstruct or replace the Property or any part or parts thereof or any building or buildings for the time being erected thereon or any part thereof and/or to acquire by purchase lease or otherwise any further property assets rights or any interest or interests therein

- (vi) to make any arrangement or compromise which he or the Lender may think expedient
- (vii) to make and effect any repairs renewals and improvements of the Mortgagor's plant machinery and effects which he or the Lender may think expedient and to maintain or renew all insurances
- (viii) to exercise all powers conferred on the Mortgagor by any statute deed or contract (including this Legal Charge) in respect of any part or parts of the Property
- (ix) to appoint and/or remove and/or replace managers officers servants workmen employees and agents for the aforesaid purposes or any of them at such salaries and for such periods as he may determine
- (x) to take any indemnity from the Mortgagor from and against all actions claims expenses demands and liabilities whether arising out of contract or out of tort or in any other way incurred by him or by any manager agent officer servant or workman for whose debt default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under this Legal Charge or under any appointment duly made under the provision of this clause and if he thinks fit but without prejudice to the foregoing to effect with any insurance company or office or underwriters any policy or policies of insurance either in lieu or satisfaction of or in addition to such indemnity from the Mortgagor and
- (xi) to sell exchange deal with convert into money and realise the Property or any part or parts thereof and for the purposes of realisation to convey transfer or assign the same to any person or company whether in consideration of payment or not or in exchange for shares or other property or voluntarily without payment or any other consideration and to do so subject to such exceptions reservations and covenants as may be considered necessary or expedient
- (xii) to grant and to acquire such easements rights privileges and licenses over or for the benefit of the Property as may be considered expedient
- (xiii) to exercise all rights and serve all notices in relation to any lease tenancy or occupancy of the Property or any part thereof as may be considered expedient and to conclude any agreement in relation thereto as may be considered appropriate and/or expedient
- (xiv) to do all such acts and things in relation to any such lease tenancy or occupancy as could be done by the Mortgagor in respect thereof
- (xv) to give an effectual receipt for any fine or premium payable on any grant or surrender of any such lease or tenancy
- (xvi) to promote either alone or with others any company for the purpose of taking a conveyance or transfer or lease of the Property or any part or parts thereof and for undertaking works thereto and/or of providing services to the occupiers thereof in any case where it is desirable or convenient to do so

- (xvii) to complete in such manner as may be considered expedient the construction of any building roads access ways and the services therefor upon the Property or any part thereof which may be unfinished
- (xviii) to construct upon the Property or any part thereof any building or buildings whether or not the same be in accordance with the development planned or being carried on at the Property and to construct all roads and access ways and to provide all services which may be required or may be considered expedient and generally to develop the Property in such manner as may be considered expedient
- (xix) to carry out any work involving furnishing of the Property or any part thereof or the installation or provision of any plant machinery equipment or service
- (xx) to utilise any monies at any time or from time to time received by any Receiver appointed by the Lender and received by him in his capacity as Receiver of the Property or any part or parts thereof for the purpose of financing any expenditure at any time or from time to time incurred by such Receiver in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payments by the Receiver whether under Section 109(8) of the Law of Property Act 1925 or otherwise and the said Section 109(8) in its application hereto is hereby varied accordingly
- (xxi) to borrow or raise or secure the payment of money which may be required for the exercise of any of the powers set out in this sub-clause in such manner including the creation of new legal charges of the Property (whether or not having priority to the charge) as may be considered expedient
- (xxii) to obtain all necessary development permits planning permissions bye-law consents and any other permissions consents or licences as may be necessary to complete and to develop the Property in such manner as may be considered expedient
- (xxiii) to agree any variation modification or determination of any existing deeds or agreements for the development of the Property and enter into any new agreements deeds or bonds which may be necessary or desirable or incidental to the development of the Property and to do all acts and things incidental thereto
- (xxiv) to employ and/or remove and/or replace solicitors architects surveyors quantity surveyors estate agents contractors builders and workmen and others and purchase all proper materials as may be considered expedient
- (xxv) to dedicate any part or parts of the Property as a highway or otherwise where to do so is desirable in order that the Property may more conveniently be developed
- (xxvi) to make any arrangements as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate the development of the Property

- (xxvii) to compromise any claim or claims of or against the Property or arising out of the Property
  - (xxviii) to effect indemnity insurance and other like insurances and obtain bonds for any purpose connected with the development or realisation of the Property
  - (xxix) without prejudice to any of the foregoing rights and powers to do anything in relation to the Property that could be done by such Receiver if he (or they) or the Lender were absolute owner beneficially entitled to the Property
  - (xxx) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Receiver (or the Lender) lawfully may or can do as agent for the Mortgagor
- (d) All monies received by the Receiver (or the Lender) shall be applied by him for the following purposes subject to the claims of secured and unsecured creditors (if any) ranking in priority to this Legal Charge and in the following order:
- (i) in payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of the powers aforesaid and of all outgoings properly paid by him (or the Lender)
  - (ii) in payment of remuneration to the Receiver at such rate as may be agreed between him and the person by whom the appointment is made
  - (iii) in or towards payment to the Lender of all monies payment of which is hereby secured
  - (iv) any surplus shall be paid to the Mortgagor or other the person entitled thereto
- (e) The Lender shall not nor shall any Receiver or Receivers appointed hereunder be liable to account as mortgagee or mortgagees in possession in respect of the Property or any part thereof or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the property or any part thereof for which a mortgagee in possession might as such be liable
- (f) The foregoing powers of appointment of a Receiver shall be in addition to and not to the prejudice of all statutory and other powers of the Lender under the Law of Property Act 1925 and/or the Companies Act 1985 and/or the Insolvency Act 1986 and/or other statutes conferring powers on a Receiver (and so that such statutory power of sale shall be exercisable without regard to Section 103 of the Law of Property Act 1925) or otherwise and so that such powers shall be and remain exercisable by the Lender in respect of any part of the Property in respect of which no appointment of a Receiver by the Lender shall from time to time be subsisting and that notwithstanding that an appointment under the powers of sub-clauses (A) and (B) of this clause shall

have subsisted and been withdrawn in respect of that part of the Property or shall be subsisting in respect of any other part of the Property

- (g) For the sake of clarity it is agreed that the powers conferred by sub-clause (c) of this clause may be exercised:
  - (i) by the Lender either as mortgagee (but without incurring liability as mortgagee in possession) or as attorney of the Mortgagor for and in the name and on behalf of the Mortgagor
  - (ii) by the Receiver as attorney of the Mortgagor for and in the name or on behalf of the Mortgagor
  - (iii) by any substitute or delegate appointed in writing by the Lender or the Receiver or by any attorney of the Lender or the Receiver or by any substitute or delegate appointed in writing by any such attorney for and in the name and on behalf of the Lender or the Receiver or the Mortgagor as the case may be and any such exercise by any such substitute delegate or attorney shall be treated by the Mortgagor and the Lender and shall be effective in all respects as an exercise by the Lender or by the Receiver as the case may be
- (h) The Lender and the Receiver (including any such substitute delegate or attorney as aforesaid) in connection with the exercise of any of the powers conferred on them hereunder and/or by statute may severally do all acts and things and execute all such deeds and sign all such agreements or enter into or make all such arrangements as may be required or as the Lender or the Receiver (or such substitute delegate or attorney as aforesaid) may consider necessary or desirable in relation to the exercise of any such powers
- (i) The powers set out in this clause shall be in addition to all powers given by statute to the Lender or to the Receiver
- (j) The Lender's power of appointing a Receiver of the Property shall be exercisable whether or not there is any income arising from the Property
- (k) Any costs and expenses and liabilities incurred by the Lender or by the Receiver (including any substitute delegate or attorney as aforesaid) in connection with the exercise of any of the powers hereby conferred (including but not by way of limitation legal costs calculated on a solicitor and own client basis) shall be charged upon the Property with interest as aforesaid in addition to the monies hereby secured and if not under the other provisions of the charge hereby created immediately owing by the Mortgagor or to the Lender shall be so treated as immediately owing
- (l) No person dealing with the Lender or any Receiver appointed by the Lender or with its or his attorney or agent shall be concerned bound or entitled to enquire or be affected by notice as to whether this security has become enforceable or whether any power exercised or purported to be exercised by it or him has become exercisable or as to the propriety regularity or purpose of the exercise of any power under this mortgage or whether any money remains due on the security of this mortgage or as to the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made and the receipt of the Lender or any Receiver or its or his attorney or agent for any money shall effectually discharge the person paying the same from such

matter and from being concerned to see the application or being answerable for the loss or misapplication of such money

11. THE Lender may settle and pass the accounts of any encumbrancer for the time being having priority over this security and may accept a statement in writing signed by or on behalf of any such encumbrancer as to the amount due for principal and interest and otherwise in respect of his or their encumbrance and all accounts so settled and passed and all statements so accepted shall be conclusive in favour of the Lender and shall bind the Mortgagor
12. (a) THE Mortgagor IRREVOCABLY APPOINTS the Lender and any Receiver appointed by the Lender severally to be the Mortgagor's attorney for the Mortgagor and in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed or otherwise to sign seal and deliver and do any deed or document act or thing necessary to perfect this security or which may be required or may be deemed proper and/or expedient on any sale by the Lender of the Property or of any part or parts thereof under the powers conferred by the security hereby created and the statutes in that behalf in order to vest in the purchaser the legal estate and all and any other the Mortgagor's estate and interest in the Property or such part or parts thereof as the case may be and/or to do any act or thing in the name of the Mortgagor (whether pursuant to the provisions herein contained or implied or otherwise) to assist the Lender and/or any such person in the exercise of all the rights and powers which may from time to time be vested in them or either of them and this appointment shall operate as a general power of attorney made under the Powers of Attorney Act 1971
- (b) Without prejudice to the generality of the foregoing the Mortgagor IRREVOCABLY APPOINTS the Lender and any officer and/or employee and/or agent nominated by the Lender to be the Mortgagor's attorney for the Mortgagor and in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed or otherwise to sign seal and deliver and do any deed or document act or thing necessary to register details and/or information of obligations and liabilities which may from time to time be secured by this Mortgage with the Registrar of Companies and/or any other entity entitled to receive such details and to supply details of all and any variations for the time being in relation to such matters
- (c) The Powers of Attorney hereby given are given by way of security for the performance of the Mortgagor's obligations and for the Lender's rights under the charge hereby created
13. (a) WITHOUT prejudice to the provisions of clause 5(A) hereof the Mortgagor will not without the prior consent in writing of the Lender create or attempt to create any legal or equitable charge or encumbrance on the Property or any part thereof and will not without such consent dispose of the Property or any part thereof or any estate or interest therein
- (b) Pursuant to clause 13(A) hereof the parties hereto request and authorise the Chief Land Registrar to note on the proprietorship register of the title or titles to the Property the following restriction :

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be registered without a written consent by the proprietor for the time being of the charge

dated [            ] in favour of John Thomas Woolstencroft and Adrian Cooper referred to in the Charges register "

14. WITHOUT prejudice to any other provision herein contained where under the provisions of this Legal Charge the Mortgagor is or becomes liable to pay any sum to the Lender whether in respect of interest costs charges and expenses or otherwise the amount so payable may be debited to the account of the Mortgagor immediately upon the sum becoming due and payable
15. AT any time prior to the discharge by the Mortgagor of all the liabilities of the Mortgagor to the Lender the Lender shall be entitled to obtain such reports valuations and other information that it may require from solicitors architects surveyors estate agents accountants contractors builders workmen and others in relation to the Property and/or to the Mortgagor and/or any assets of the Mortgagor charged hereunder to the Lender and all costs and expenses of whatever nature incurred by the Lender under the provisions of this clause shall be deemed to be a liability of the Mortgagor to the Lender which shall be covered by the charges hereby created in favour of the Lender
16. (a) THE Lender may at any time or times without discharging or in any way prejudicing this security or any remedy of the Lender under this mortgage :
  - (i) grant to the Mortgagor or any other person time or indulgence or further credit or loans or advances or enter into arrangements or variation of rights or abstain from perfecting or enforcing any remedies securities guarantees or rights which it may now or subsequently have from or against the Mortgagor or any other person and/or
  - (ii) enter into any arrangement for giving time or other facilities to any person or persons firm company or other entity liable for the money and/or obligations hereby secured or any part thereof or may release or compound the same to or with any person liable to pay or discharge the same
- (b) No failure to exercise and no delay in exercising on the part of the Lender any right power or privilege hereunder shall operate as a waiver of such right power or privilege nor shall any single or partial exercise of such right power or privilege preclude the further exercise of such one or other right power or privilege and the rights or remedies which are provided herein are intended to be cumulative and not exclusive of any other right or remedy provided by law or otherwise
- (c) If at any time any provision hereof is or becomes illegal invalid or unenforceable in any respect under the law or any jurisdiction neither the legality validity nor enforceability of the remaining provisions hereof nor the legality validity or enforceability of such provision under the law or any other jurisdiction shall in any way be affected or impaired thereby
- (d) where under any of the terms hereof express or implied (and if express in whatever terms the same may be expressed) any consent licence or approval of the Lender is required then it shall be within the absolute discretion of the Lender whether or not to grant the same and whether if the same be granted any conditions shall attach hereto

17. THE Mortgagor represents and warrants to the Lender that the execution of this Legal Charge and the observance and performance of the obligations of the Mortgagor to the Lender (whether under this Legal Charge or otherwise) does not contravene any charge mortgage lease loan facility agreement document or (where applicable) memorandum and articles of association or other deed or document whatsoever
18. WITHOUT prejudice to any of the provisions hereinbefore set out the Mortgagor agrees to execute sign and do all such deeds documents assurances and things as the Lender may require for perfecting the security or preserving the Property or for facilitating the realisation of the Property or any part or parts thereof in such manner as the Lender may think fit and shall direct and for exercising all powers authorities and discretions conferred by this Legal Charge or otherwise on the Lender or any Receiver appointed by the Lender
19. ON or at any time after taking possession of the Property or at any time after the power of sale has arisen and is exercisable the Lender may as agent for the Mortgagor remove store sell or otherwise dispose of or deal with any furniture goods or other items of whatever nature ("the Contents") which the Mortgagor shall not have removed from the Property (whether or not the Mortgagor shall have been requested so to do and whether or not the Contents shall be the property of the Mortgagor or of a third party) and the Lender shall not be liable for any loss or damage thus occasioned to the Contents and the Mortgagor shall indemnify the Lender and keep the Lender fully and effectually indemnified in respect of all claims made in respect of the Contents howsoever arising
20. ANY demand or notice may be made in writing by any officer of the Lender or any solicitor acting for the Lender by fax or by letter sent by post addressed to the Mortgagor at his address for the time being in the books of the Lender or at the Property and any such letter shall be deemed to have been received twenty-four hours after the posting thereof (notwithstanding that it may be returned undelivered) In the case of the death of any person a party hereto and until receipt by the Lender of notice in writing of the grant of probate of the will or administration of the estate of the deceased any demand or notice by the Lender sent by post as aforesaid addressed to the deceased or his personal representatives shall for all purposes be deemed a sufficient notice or demand by the Lender to the deceased and his personal representatives and shall be effectual as if the deceased were still living
21. For the purposes of the Law of Property Act 1925 the money hereby secured shall be deemed to be due and the statutory powers of sale and appointing a receiver shall be deemed to arise at the expiration of one month from the date hereof and to be exercisable without regard to section 103 of that Act (which section shall not apply to this Security)
22. (a) IN addition to all or any other methods of service any notice to be served on the Mortgagor hereunder and any proceedings issued against the Mortgagor hereunder shall be deemed for all purposes to be validly served if faxed or if sent by first class pre paid post or recorded delivery addressed to the Mortgagor or at the Property or if delivered by hand addressed to the Mortgagor at the Property  
(b) For the avoidance of doubt it is agreed that this Legal Charge and all Agreements between the Mortgagor and the Lender shall be governed and interpreted in all respects in accordance with the laws of England and the Courts of England shall have exclusive jurisdiction for the purposes of considering the same

- (c) BY their execution of this Deed the Mortgagor irrevocably appoints the solicitors that acted for them on the grant of this Mortgage (or such other firm of solicitors in the United Kingdom whose name shall be notified in writing by the Mortgagor to the Lender) to accept service of all notices and/or proceedings of any nature arising out of or in connection with Deed and/or any facility from time to time made available by the Lender to the Mortgagor but without prejudice to all other methods of serving notices and/or proceedings
- 23.
  - (a) ANY Act or statutory instrument referred to herein shall include any statutory modification and/or re-enactment thereof and any order statutory instrument regulation or bye-law made thereunder
  - (b) IN the event that the Mortgagor shall be a body corporate incorporated otherwise than the England and Wales reference herein to legislation affecting the Mortgagor shall be deemed to be extended so as to include all and any similar provisions under the laws of the country state or other area in which the Mortgagor is incorporated and/or whose laws are binding on or applicable to the Mortgagor
- 24. IN this Mortgage the expression "the Mortgagor" shall where there is more than one party hereto as Mortgagor be deemed to include respectively all mortgagors and the covenants obligations and conditions on the part of the Mortgagor herein contained shall be deemed to be joint and several and any reference to the masculine gender shall include the feminine and neuter genders

**IN WITNESS** whereof the parties have **EXECUTED** this instrument as their **DEED**:-

**THE FIRST SCHEDULE before referred to**  
**(Particulars of Property Charged)**

Freehold Property known as Land and buildings at Pepper Street, Lanark Square, Turnberry Quay and Selsdon Way, London registered at the Land Registry with title number EGL565928 and the following Leasehold Property:

Property Description	Title Number
Office Blocks A, B and C, Glengall Bridge, Millwall Dock, London	EGL221795

**THE SECOND SCHEDULE before referred to**

(Particulars of the Prior Charge(s) (if any))

None

THE THIRD SCHEDULE before referred to

(Particulars of the Mortgagor)

Name

Address

Lanark Square Limited (company number 07681932)

9 Lanark Square,  
London,  
E14 9RE

THE FOURTH SCHEDULE before referred to

(Particulars of the Facility Letter (if any))

Terms contained within the Share Purchase Agreement of even date and made between the  
Mortgagor and Mortgagee.

Executed as a Deed by

**LANARK SQUARE LIMITED**

acting by [ ] a Director

in the presence of:



ADRIAN COOPER

A. P. LEONARDES



PHILIP ROSS