

MR01

Particulars of a charge



Companies House

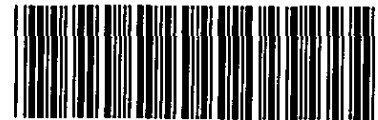
101236/13

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

You can use the WebFiling service
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
an instrument. Use form MR08.



A04 11/02/2016 #154
COMPANIES HOUSE

A14 26/01/2016 #236
COMPANIES HOUSE

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

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

1 Company details

Company number 08319241

Company name in full Agenda CP Limited

For official use

Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 21/01/2016

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 Security Trustee Services Limited

Name

Name

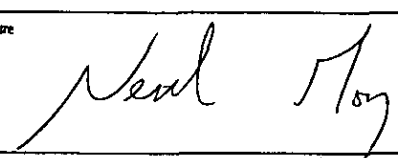
Name

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

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

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument Brief description	35 Coombe Road, Kingston Upon Thames KT2 7BA registered at Land Registry with Title Number SGL666497 ✓	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" 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 <input type="checkbox"/>		① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature	 X  X 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 **Nato Zondagh**

Company name **Excelsior Solicitors**

Address **Chester House**

81-83 Fulham High Street

Post town **Fulham**

County/Region **London**

Postcode **S W 6 3 J A**

Country **UK**

DX

Telephone **0203 705 5811**



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8319241

Charge code: 0831 9241 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st January 2016 and created by AGENDA C P LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th February 2016.

Given at Companies House, Cardiff on 17th February 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

21st JANUARY

2016

AGENDA CP LIMITED

and

SECURITY TRUSTEE SERVICES LIMITED

LEGAL MORTGAGE

relating to

35 Coombe Road, Norbiton, Kingston on Thames, Surrey, KT2 7BA

EXCELSIOR
Solicitors

Chester House, 81-83 Fulham High Street, Fulham
London SW6 3JA

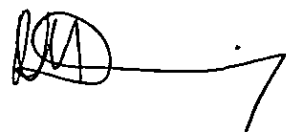
Tel 0203 705 5811 Fax 0207 900 2706

www.excelsiorsolicitors.co.uk

This firm is regulated by the Solicitor's Regulation Authority
Of England and Wales with number 532919

I, JOHANNES NICOLAAS DUMINY
a Solicitor in England and Wales

HEREBY CERTIFY this to be a true copy of the original

 25/01/2016

CONTENTS

CLAUSE

1	Definitions and interpretation	1
2	Covenant to pay	3
3	Grant of security	3
4	Perfection of security	4
5	Representations and warranties	4
6	Covenants	4
7	Powers of the Mortgagee	4
8	Liability of the Mortgagor and Finance Party protections	4
9	Enforcement of security	5
10	Appointment of Receiver	6
11	Capacity of Receivers	6
12	Powers of Receiver	7
13	Application of Moneys	8
14	Costs and indemnity	9
15	Release	9
16	Assignment and transfer	9
17	Continuing security	10
18	Notices	11
19	Governing law and Jurisdiction	12

SCHEDULE

SCHEDULE 1 PROPERTY	13
SCHEDULE 2 REPRESENTATIONS AND WARRANTIES	14
SCHEDULE 3 COVENANTS	15
SCHEDULE 4 POWERS OF THE MORTGAGEE	20

THIS MORTGAGE is dated 21ST JANUARY 2016

PARTIES

- (1) **AGENDA CP LIMITED** a company incorporated and registered in England and Wales with company number 08319241 whose registered office is at 61 North Street, Chichester, West Sussex, PO19 1NB (the "Mortgagor"),
- (2) **SECURITY TRUSTEE SERVICES LIMITED** a company incorporated and registered in England and Wales with company number 08492303 whose registered office is at 6th Floor, 55 Bishopsgate, London, EC2N 3AS as agent and trustee for the Finance Parties (the "Mortgagee").

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this mortgage, capitalised terms shall have the meanings given to them below

Borrower Coombe Estates Limited, 22 Candlemakers, 112 York Road, London, SW11 3RS (company registration number 09908122)

Business Day a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London

Encumbrance 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

Finance Parties the Mortgagee, Ratesetter and the RateSetter Lenders

Insurance Policy. any policy of insurance and cover note in respect of the Property in which the Mortgagor may from time to time have an interest

LPA 1925 the Law of Property Act 1925

Permitted Encumbrance (a) any Encumbrance created by this mortgage and (b) any Encumbrance created over the Property by the Mortgagor with the prior written consent of the Mortgagee

Property the freehold or leasehold property owned by the Mortgagor described in *Schedule 1*

RateSetter Retail Money Market Ltd trading as RateSetter (Companies House number 07075792) acting as agent for and behalf of the RateSetter Lenders

RateSetter Lenders. the lenders that have been matched with the Borrower on the Website

Receiver a receiver or a receiver and manager of any or all of the Property

Rent all amounts payable to or for the benefit of the Mortgagor by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of

the Property and other monies payable to or for the benefit of the Mortgagor in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise

Rights any Encumbrance or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise

Secured Liabilities all present and future monies, obligations and liabilities of the Mortgagor to the Finance Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not any of the Finance Parties were an original party to the relevant transaction and in whatever name or style, together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities

Security Period: the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full to the satisfaction of RateSetter and no further Secured Liabilities are capable of being outstanding

Website means www.ratesetter.com

1 2 Interpretation

In this mortgage

- (a) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts,
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders,
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular,
- (d) a reference to a clause or Schedule is to a clause of, or Schedule to, this mortgage and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires,
- (e) a reference to **this mortgage** (or any provision of it) or any other document shall be construed as a reference to this mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties,
- (f) a reference to a **person** shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person and shall be construed to include that person's assigns, transferees or successors in title,
- (g) a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly), and

- (h) clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage

1 3 Nature of security over real property

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

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time,
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property,
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Mortgagor in respect of the Property and any monies paid or payable in respect of those covenants, and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property

1 4 Third party rights

A third party (being any person other than any Finance Party) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this mortgage

1 5 Schedules

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

2. COVENANT TO PAY

The Mortgagor will pay or otherwise discharge all Secured Liabilities from time to time, at the times at which, in the manner in which, and in the currencies in which they are expressed to be due and payable or due for discharge

3. GRANT OF SECURITY

- 3 1 The Mortgagor with full title guarantee charges in favour of the Mortgagee, as continuing security for the payment of the Secured Liabilities

- (a) by way of legal mortgage, the Property, and
- (b) by way of fixed charge, all moneys from time to time payable to the Mortgagor under or pursuant to the Insurance Policies including without limitation the refund of any premiums

- 3 2 As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee assigns to the Mortgagee absolutely, subject to a proviso for reassignment at the end of the Security Period, the Rent and the benefit of

any guarantee or security in respect of the Rent provided that nothing in this clause 3 2 shall constitute the Mortgagee as mortgagee in possession

4. PERFECTION OF SECURITY

The Mortgagor consents to an application being made by the Mortgagee 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 or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 21/1/63 in favour of Security Trustee Services Limited referred to in the charges register or their conveyancer"

5. REPRESENTATIONS AND WARRANTIES

The Mortgagor represents and warrants to the Finance Parties in the terms set out in *Schedule 2* on each day during the Security Period

6. COVENANTS

The Mortgagor covenants with the Finance Parties, during the Security Period, to comply with the terms set out in *Schedule 3*

7. POWERS OF THE MORTGAGEE

The Mortgagee shall have the powers set out in *Schedule 4*

8. LIABILITY OF THE MORTGAGOR AND FINANCE PARTY PROTECTIONS

8.1 Liability not discharged

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

- (a) any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities,
- (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which any Finance Party may now or after the date of this mortgage have from or against the Mortgagor or any other person in connection with the Secured Liabilities,
- (c) any act or omission by any Finance Party or any other person in taking up, perfecting or enforcing any Encumbrance, indemnity, or guarantee from or against the Mortgagor or any other person,
- (d) any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities including, without limitation, any change in the purpose of, any increase in or extension of the Secured Liabilities and any addition of new Secured Liabilities,

- (e) any grant of time, indulgence, waiver or concession to the Mortgagor or any other person,
- (f) any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Mortgagor or any other person,
- (g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Encumbrance held from, the Mortgagor or any other person in connection with the Secured Liabilities,
- (h) any claim or enforcement of payment from the Mortgagor or any other person, or
- (i) any other act or omission which would not have discharged or affected the liability of the Mortgagor had it been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Mortgagor or otherwise reduce or extinguish its liability under this mortgage

8 2 Non-competition

The Mortgagor warrants to the Finance Parties that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Borrower, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Mortgagor under this mortgage but

- (a) if any of the Rights are taken, exercised or received by the Mortgagor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Mortgagor on trust for the Mortgagee for application in or towards the discharge of the Secured Liabilities under this mortgage, and
- (b) on demand by the Mortgagee, the Mortgagor shall promptly transfer, assign or pay to the Mortgagee all Rights and all monies from time to time held on trust by the Mortgagor under this clause 8 2

9. ENFORCEMENT OF SECURITY

9 1 When security becomes enforceable

- (a) The security constituted by this mortgage shall become immediately enforceable at any time
 - (i) after the Mortgagee has demanded payment of the Secured Liabilities,
 - (ii) any step is taken (including the making of an application or the giving of any notice) by any person to wind up or dissolve or petition in the bankruptcy for the Mortgagor or to appoint a liquidator, trustee, receiver, administrator, administrative receiver or similar officer of the Mortgagor or any part of its undertaking or assets, or

(iii) if the Mortgagor breaches any of the provisions of this mortgage

- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on the execution of this mortgage

9.2 When statutory powers arise

Neither section 93 and 103 of the LPA 1925 shall apply to the security constituted by this mortgage

9.3 Powers on enforcement

At any time after the security created under this mortgage becomes enforceable, the Mortgagee may, without notice to the Mortgagor and whether or not it has appointed a Receiver, exercise

- (a) all or any of the powers, authorities and discretions conferred on mortgagees by the LPA 1925 (as varied or extended by this mortgage), and
- (b) all or any of the powers conferred by this mortgage

9.4 No Liability as Mortgagee in Possession

Neither the Mortgagee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable

10 APPOINTMENT OF RECEIVER

10.1 Appointment and Removal

At any time after the security created under this mortgage becomes enforceable, or if requested to do so by the Mortgagor, the Mortgagee may (by deed or otherwise and acting through its authorised officer)

- (a) appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Property,
- (b) remove (so far as it is lawfully able) any Receiver(s) so appointed, and
- (c) appoint another person(s) as an additional or replacement Receiver(s)

11. CAPACITY OF RECEIVERS

Each Receiver shall be

- (a) an agent of the Mortgagor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration, and

- (b) entitled to remuneration for his services at a rate to be fixed by the Mortgagee from time to time (without being limited to the maximum rate specified in Section 109(6) of the LPA 1925)

12. POWERS OF RECEIVER

12 1 General Powers

Every Receiver shall have all the powers

- (a) conferred by the LPA 1925 on mortgagees in possession and receivers appointed under that Act,
- (b) set out in Schedule 1 to the Insolvency Act 1986, and
- (c) conferred from time to time on receivers by statute

12 2 Additional Powers

In addition to the powers referred to in Clause 12 1 a Receiver shall have the power, at the cost of the Mortgagor and either in his own name or in the name of the Mortgagor or (with the written approval of the Mortgagee) in the name of the Mortgagee

- (a) to take possession of, collect and get in all or any part of the Property,
- (b) to carry on, manage or concur in carrying on and managing all or any part of the business of the Mortgagor,
- (c) to borrow or raise money and secure the payment of any money in priority to the charges created by this mortgage for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise,
- (d) to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Property in any manner and on such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares or securities of another company (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments,
- (e) to sever any fixtures (including trade and tenants fixtures) from the Property of which they form part, without the consent of the Mortgagor,
- (f) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Property,
- (g) to make and effect all repairs, renewals, improvements, and insurances,
- (h) to redeem any prior Encumbrance in respect of all or any of the Property and to settle and pass the accounts of the holder of such prior Encumbrance and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Mortgagor. All moneys paid to the holder of

such Encumbrance in accordance with such accounts shall form part of the Secured Liabilities,

- (i) to promote the formation of subsidiaries of the Mortgagor for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Mortgagor and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit,
- (j) to take such proceedings and to make any arrangement or compromise which the Mortgagee or the Receiver may think fit,
- (k) to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine,
- (l) to exercise in relation to all or any part of the Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Property, and/or
- (m) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Property

13. APPLICATION OF MONEYS

13 1 All moneys received or recovered by the Mortgagee or any Receiver pursuant to this mortgage shall (subject to the rights and claims of any person having security ranking in priority to the security constituted by this mortgage) be applied in the following order

- (a) first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Mortgagee or any Receiver and the payment of the remuneration of any Receiver,
- (b) second, in or towards payment of any debts or claims which are required by law to be paid in preference to the Secured Liabilities, but only to the extent to which such debts or claims have such preference,
- (c) third, in or towards payment of all matters referred to in the first three paragraphs of Section 109(8) of the LPA 1925 (other than the remuneration of the Receiver),
- (d) fourth, in or towards satisfaction of the Secured Liabilities, and
- (e) fifth, any surplus shall be paid to the Mortgagor or any other person entitled thereto

13 2 Only money actually paid by the Receiver to the Mortgagee shall be capable of being applied in or towards the satisfaction of the Secured Liabilities and the Mortgagee shall have no rights in respect of the application by the Mortgagee of any sums received, recovered or realised by the Mortgagee under this mortgage

13 3 Suspense Account

Until all Secured Liabilities have been irrevocably and unconditionally paid and discharged in full, the Mortgagee and any Receiver may place and keep for such time as it thinks prudent any moneys received, recovered or realised under or by virtue of this mortgage in a separate or suspense account to the credit of either the Mortgagor or of the Mortgagee without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Liabilities. Amounts standing to the credit of such suspense account shall bear interest at a fair market rate.

13.4 Avoidance of Payments

If the Mortgagee reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Mortgagor under this mortgage and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

14. COSTS AND INDEMNITY

The Mortgagor shall, notwithstanding any release or discharge of all or any part of the security constituted by this mortgage, indemnify the Mortgagee, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain:

- (a) in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this mortgage (or by law), and/or
- (b) in connection with or otherwise relating to this mortgage or the Property,

including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Mortgagor in performing any of their obligations under this mortgage.

15. RELEASE

On the expiry of the Security Period (but not otherwise), the Mortgagee shall, at the request and cost of the Mortgagor, take whatever action is necessary to release the Property from the security constituted by this mortgage.

16. ASSIGNMENT AND TRANSFER

16.1 Assignment by the Finance Parties and Mortgagee

- (a) At any time, without the consent of the Mortgagor, any Finance Party may assign or transfer any or all of its rights and obligations under this mortgage.
- (b) The Finance Parties may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Mortgagor, the Property and this mortgage that the Finance Party considers appropriate.

16.2 Assignment by the Mortgagor

The Mortgagor may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person

17. CONTINUING SECURITY

17 1 Continuing security

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Mortgagee discharges this mortgage in writing

17 2 Rights cumulative

The rights and powers of the Mortgagee conferred by this mortgage are cumulative, may be exercised as often as the Mortgagee consider appropriate, and are in addition to its rights and powers under the general law

17 3 Waivers

Any waiver or variation of any right by the Mortgagee (whether arising under this mortgage or under the general law) shall only be effective if it is in writing and signed by the Mortgagee and applies only in the circumstances for which it was given, and shall not prevent the Mortgagee from subsequently relying on the relevant provision

17 4 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Mortgagee shall, in any way, preclude the Mortgagee from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power

17 5 Delay

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver

17 6 Power of Attorney

(a) The Mortgagor, by way of security and to more fully secure the performance of its obligations under this mortgage, irrevocably appoints the Mortgagee, each person to whom the Mortgagee shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be necessary for

(i) carrying out any obligation imposed on the Mortgagor by this mortgage that the Mortgagor has failed to perform (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Property), and

- (ii) enabling the Mortgagee and any Receiver to exercise any of the powers conferred on them by or pursuant to this mortgage or by law
- (b) The Mortgagor ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

17.7 Counterparts

This mortgage may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

18. NOTICES

18.1 Service

Each notice or other communication required to be given under, or in connection with, this mortgage shall be

- (a) in writing, delivered personally or sent by pre-paid first-class letter or fax, and
- (b) sent
 - (i) to the Mortgagor at the address first given above
 - (ii) to the Mortgagee at 6th Floor 55 Bishopsgate, London, EC2N 3AS
Attention: Peter Behrens

or to such other address or fax number as is notified in writing by one party to the other from time to time

18.2 Receipt by Mortgagor

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

- (a) if given by hand, at the time of actual delivery, and
- (b) if posted, on the second Business Day after the day it was sent by pre-paid first-class post

A notice or other communication given as described in clause 18.2(a) on a day which 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

18.3 Receipt by Mortgagee

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

19. GOVERNING LAW AND JURISDICTION

- 19 1 This mortgage 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
- 19 2 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 mortgage or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of any Finance Party to take proceedings against the Mortgagor 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

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 PROPERTY

The freehold property known as 35 Coombe Road, Norbiton, Kingston on Thames, Surrey, KT2 7BA registered at the Land Registry under title number SGL666497

SCHEDULE 2 REPRESENTATIONS AND WARRANTIES

1. Ownership of Property

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

2. No Encumbrances

The Property is free from Encumbrances other than Permitted Encumbrances

3. Adverse claims

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

4. Adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property

5. No breach of laws

There is no breach of any law or regulation which materially adversely affects the Property

6. No interference in enjoyment

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

7. No overriding interests

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property

8. Avoidance of security

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy, liquidation, administration or insolvency of the Mortgagor or otherwise

9. No prohibitions or breaches

There is no prohibition on the Mortgagor assigning its rights in the Property and the entry into this mortgage by the Mortgagor does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Mortgagor or its assets

SCHEDULE 3 COVENANTS

Part 1. General covenants

1 Negative pledge and disposal restrictions

The Mortgagor shall not at any time, except with the prior written consent of the Mortgagee

- (a) create or permit any Encumbrance on, or in relation to, the Property other than any Permitted Encumbrance,
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property, or
- (c) create or grant any interest in the Property in favour of a third party other than a Permitted Encumbrance

2 Preservation of Property

The Mortgagor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Mortgagee or materially diminish the value of any of the Property or the effectiveness of the security created by this mortgage

3. Enforcement of rights

The Mortgagor shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Mortgagee may require from time to time

4. Compliance with laws

The Mortgagor shall comply with all laws and regulations for the time being in force relating to or affecting any Property and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Property

5 Notice of breaches

The Mortgagor shall, promptly on becoming aware of any of the same, give the Mortgagee notice in writing of any breach of

- (a) any representation or warranty set out in *Schedule 2*, and
- (b) any covenant set out in this Schedule 3

6. Notice of assignment

The Mortgagor shall, promptly following request from the Mortgagee, give notice to the relevant tenant, guarantor or surety of the assignment under clause 3.2 of the Mortgagor's rights and interest to the Rent and each guarantee or security in respect

of the Rent and shall procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Mortgagee

Part 2 Property covenants

1. Repair and maintenance

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

2. No alterations

2.1 The Mortgagor shall not, without the prior written consent of the Mortgagee

- (a) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur, or
- (b) 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 paragraph 1 of this Part 2 of Schedule 3)

2.2 The Mortgagor shall promptly give notice to the Mortgagee if the buildings or fixtures or fittings forming part of the Property are destroyed or damaged

3. Development restrictions

The Mortgagor shall not, without the prior written consent of the Mortgagee

- (a) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property, or
- (b) carry out or permit or allow any development, as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008 (or any other legislation of a similar nature), to be carried out on the Property or change or permit or allow the use of the Property to be changed

4. Insurance

4.1 The Mortgagor shall insure and keep insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerals, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Mortgagee reasonably requires to be insured against from time to time

4 2 The Mortgagor shall, if requested by the Mortgagee, produce to the Mortgagee the policy, certificate or cover note relating to any such insurance required by paragraph 4 1 of this Part 2, Schedule 3

4 3 If at any time the Mortgagor defaults in

(a) effecting or keeping up the insurances (A) required under the Facilities Agreement or (B) referred to in this clause, or

(b) producing any insurance policy or receipt to the Lender on demand,

the Mortgagee may (without prejudice to its rights under paragraph 1 of Schedule 4 (*Power to remedy*)) take out or renew such policies of insurance in any sum which the Mortgagee may reasonably think expedient. All monies which are expended by the Mortgagee in doing so shall be deemed to be properly paid by the Mortgagee and shall be reimbursed by the Mortgagor on demand.

4 4 The Mortgagor shall notify the Mortgagee if any claim arises or may be made under any Insurance Policy.

4 5 The Mortgagor shall, subject to the rights of the Mortgagee under paragraph 7 of this Part 2 of Schedule 3, diligently pursue its rights under the Insurance Policies.

5. Insurance premiums

The Mortgagor

(a) shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect, and

(b) shall (if the Mortgagee so requires) produce to the Mortgagee the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies.

6. No invalidation of insurance

The Mortgagor shall not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice any insurance policies relating to the Property.

7. Insurance Policies' proceeds

7 1 In relation to the proceeds of any Insurance Policy

(a) the Mortgagee shall be (and the Mortgagor shall procure that the mortgagee be) named as first loss payee under and have the sole right to settle or sue for any such claim (but before an the security under this mortgage becomes enforceable shall do so as agent for the Mortgagor) and to give any discharge for insurance monies, and

(b) all claims and monies received or receivable under any Insurance Policy shall (subject to the rights or claims of any lessor or landlord of any part of the

assets charged by this mortgage) be applied as directed by RateSetter or (if no requirement as to application is so imposed) in repairing, replacing, restoring or rebuilding the property damaged or destroyed

- 7.2 All monies payable under any of the insurance policies relating to the Property at any time (whether or not the security constituted by this mortgage has become enforceable) shall, if they are not paid directly to the Mortgagee by the insurers, be held, pending such payment, by the Mortgagor upon trust for the Mortgagee

8. Leases and licences affecting the Property

The Mortgagor shall not, without the prior written consent of the Mortgagee which consent, in the case of paragraph 8(d), is not to be unreasonably withheld or delayed in circumstances in which the Mortgagor may not unreasonably withhold or delay its consent

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925, or
- (b) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property, or
- (c) let any person into occupation of or share occupation of the whole or any part of the Property, or
- (d) grant any consent or licence under any lease or licence affecting the Property

9 No restrictive obligations

The Mortgagor shall not, without the prior written consent of the Mortgagee, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property

10. Proprietary rights

The Mortgagor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Mortgagee

11. Compliance with and enforcement of covenants

The Mortgagor shall

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Mortgagee so requires) produce to the Mortgagee evidence sufficient to satisfy the

Mortgagee that those covenants, stipulations and conditions have been observed and performed, and

- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same

12. Notices or claims relating to the Property

The Mortgagor shall

- 12 1 Give full particulars to the Mortgagee of any notice, application or requirement 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
- 12 2 If the Mortgagee so requires, immediately, and at the cost of the Mortgagor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Mortgagee in making, such objections or representations in respect of any such Notice as the Mortgagee may desire

13. Payment of Outgoings

The Mortgagor 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

14. Inspection

The Mortgagor shall permit the Mortgagee and any person appointed by them to enter on and inspect the Property on reasonable prior notice

SCHEDULE 4 POWERS OF THE MORTGAGEE

1. Power to remedy

- 1 1 The Mortgagee shall be entitled (but shall not be obliged), at any time, to remedy a breach by the Mortgagor of any of its obligations contained in this mortgage
- 1 2 The Mortgagor irrevocably authorises the Mortgagee and its agents to do all things that are necessary or desirable for that purpose
- 1 3 Any monies expended by the Mortgagee in remedying a breach by the Mortgagor of any of their obligations contained in this mortgage shall be reimbursed by the Mortgagor to the Mortgagee on a full indemnity basis
- 1.4 In remedying any breach in accordance with paragraph 1 1 of Schedule 4, the Mortgagee and its agents shall be entitled to enter onto the Property and to take any action as the Mortgagee may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works

2. Exercise of rights

The rights of the Mortgagee under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Mortgagee under this mortgage. The exercise of those rights shall not make the Mortgagee liable to account as a mortgagee in possession.

3. Mortgagee has receiver's powers

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

4. Conversion of currency

- 4 1 For the purpose of, or pending, the discharge of any of the Secured Liabilities, the Mortgagee may convert any monies received, recovered or realised by it under this mortgage (including the proceeds of any previous conversion under this paragraph 4 1) from their existing currencies of denomination into any other currencies of denomination that the mortgagee may think fit.
- 4 2 Any such conversion shall be effected at such prevailing spot selling rate of exchange for such other currency against the existing currency as the Mortgagee shall in its absolute discretion decide.

- 4 3 Each reference in this paragraph 4 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency

5. New accounts

- 5 1 If the Mortgagee receives, or is deemed to have received, notice of any subsequent Encumbrance or other interest, affecting all or part of the Property, the Mortgagee may open a new account for the Mortgagor in the Mortgagee's books. Without prejudice to the Mortgagee's right to combine accounts, no money paid to the credit of the Mortgagor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities

- 5 2 If the Mortgagee does not open a new account immediately on receipt of the notice, or deemed notice, referred to in paragraph 5 1, then, unless the Mortgagee gives express written notice to the contrary to the Mortgagor, all payments made by the Mortgagor to the Mortgagee shall be treated as having been credited to a new account of the Mortgagor 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 Mortgagee

6. Mortgagee's set-off rights

- 6 1 If a Finance Party has more than one account for the Mortgagor in its books, the Mortgagee may at any time after

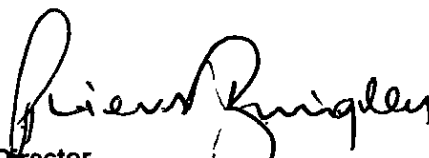
- (a) the security constituted by this mortgage has become enforceable, or
- (b) the Mortgagee has received, or is deemed to have received, notice of any subsequent Encumbrance or other interest affecting all or any part of the Property,

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 Mortgagee shall notify the Mortgagor of that transfer

7. Indulgence

The Mortgagee 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 mortgage (whether or not any person is jointly liable with the Mortgagor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this mortgage or to the liability of the Mortgagor for the Secured Liabilities

Executed as a deed by
AGENDA CP LIMITED
acting by a Director


Director

in the presence of


SIGNATURE OF WITNESS

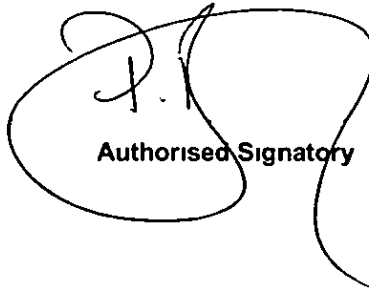
TIM HAND
NAME

26A BRACKETT ST, LONDON, SW15 1QG
ADDRESS

ACCOUNTANT.
OCCUPATION

Executed as a deed by
**SECURITY TRUSTEE SERVICES
LIMITED**

acting by an Authorised Signatory


Authorised Signatory

in the presence of


SIGNATURE OF WITNESS

N.S. MOY

NAME

C/O 6TH FLOOR
55 BISHOPS GATE
LONDON, EC2N 3AS

ADDRESS

HEAD OF REAL ESTATE FINANCE

OCCUPATION