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

MR01

Particulars of a charge



	A fee is payable with this form Please see 'How to pay' on the last page	You can use the WebFiling se Please go to www companiesho	
	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 the instrument. Use form Mf	For further information, please refer to our guidance at
Ø	This form must be delivered to the Regi 21 days beginning with the day after the of delivered outside of the 21 days it will be court order extending the time for delivery You must enclose a certified copy of the scanned and placed on the public record	date of creation of the char rejected unless it is accom	*A37XTC76* A35 15/05/2014 #177 COMPANIES HOUSE
1	Company details	-	5 For official use
Company number	0 8 9 0 6 2 3 9	_	Filling in this form
Company name in full	Newlands NW4 Limited		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	$\begin{bmatrix} \mathbf{d} & \mathbf{d} & \mathbf{d} \end{bmatrix} \begin{bmatrix} $	$\frac{\sqrt{\sqrt{1}}}{\sqrt{4}}$	
3	Please show the names of each of the prentitled to the charge	•	
Name	Antony Stark		
Name			
Name			
Name			
	If there are more than four names, please tick the statement below	., .	then
	I confirm that there are more than f trustees entitled to the charge	our persons, security agents or	

•	Particulars of a charge				
4	Description				
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details			
Description	(a) by way of legal mortgage the freehold propertyknwon as Newlands, Tenderden Grove, Hendon, London NW4 1SY registered at HM Land Registry under Title Number MX292299 (the "Property"), (b) by way of fixed charge all plant, machinery, implements, utensils, furniture and equipment now or from time to time at the Property, and (c) by way of fixed charge the goodwill of any business carried on by the Chargor at the Property				
5	Fixed charge or fixed security				
	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box Yes No				
6	Floating charge				
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box Yes Continue No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? Yes				
7	Negative Pledge				
- 	Do any of the terms of the charge prohibit or restrict the charger from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box				

MR01

*	MR01 Particulars of a charge	
8	Trustee statement You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge 1 This statement may be filed after the registration of the charge (use form MR06)	 e
9	Signature Please sign the form here	
Signature	Signature X This form must be signed by a person with an interest in the charge	
	<u> </u>	_

MR01

Particulars of a charge

Presenter information We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details. here but, if none are given, we will send the certificate to the company's Registered Office address C Nahon Соттралу пагле Solomon Taylor & Shaw Address Post fown County/Region Postcode ^{DX}144580 Hampstead 2 0207 317 8658 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 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

□ Please do not send the original instrument, it must be

You have signed the form

a certified copy

You have enclosed the correct fee

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 enquines@companieshouse gov uk

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8906239

Charge code: 0890 6239 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th April 2014 and created by NEWLANDS NW4 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2014

 \mathcal{N}

Given at Companies House, Cardiff on 20th May 2014





DATED 35 ALLIC

2014

LEGAL CHARGE

(1) NEWLANDS NW4 LIMITED

(the "Chargor")

and

(2) ANTONY STARK

(the "Security Trustee")

Relating to the freehold property known as Newlands, Tenderden Grove, Hendon, London NNW4 1SY registered at HM Land Registry under Title Number MX292299

We hereby certify this to be a true copy of the original document
COLIN NAHON Solicitor
SOLOMON TAYLOR & SHAW
3 Coach House Yard
Hampstead High Street
London NW3 1QF

TABLE OF CONTENTS

1	COVENANT TO PAY .	3
2	CHARGE .	3
3	FURTHER ASSURANCE	4
4	RESTRICTIONS	4
5	COVENANTS BY THE CHARGOR	4
6	ENFORCEMENT	6
7	APPOINTMENT AND POWERS OF RECEIVER	6
8	APPLICATION OF MONEY RECEIVED BY THE LENDER OR THE RECEIVER	7
9	SECURITY TRUSTEE'S LIABILITY	8
10	PROTECTION OF THIRD PARTIES	8
11	POWERS OF LEASING	8
12	POWER OF ATTORNEY	8
13	SECURITY TRUSTEE'S RIGHTS	ŝ
14	COSTS	Ĝ
15	INDEMNITY .	9
16	CONTINUING SECURITY .	10
17	NOTICES	10
18	MISCELLANEOUS \\	10
19	LAW AND JURISDICTION V	11
20	LAND REGISTRY	11
COHED	III E 1. The December.	47
SCHED	ULE 1 The Property	12
SCHED	ULE 2 (the First Ranking Legal Charge)	12

THIS CHARGE is made on 35 APPL 2014

BETWEEN:

- (1) **NEWLANDS NW4 LIMITED** (Company no. 08906239) whose registered office is at Edelman House 1238 High Road London N20 0LH (the "Chargor"), and
- (2) ANTONY STARK of 7 Lodge Lane, Finchley, London N12 8JG ("the Security Trustee")

WHEREAS

- (A) The Chargor pursuant to a resolution of its Directors passed on created £1,200,000 8% Fixed Rate Secured Loan Notes 2016 (the "Loan Note Instrument").
- (B) Pursuant to the terms of the Loan Note Instrument the Chargor has agreed to enter into this Charge in favour of the Security Trustee as trustee for and on behalf of the holders (the "Noteholders") of the loan notes (the "Loan Notes") created pursuant to the Loan Note Instrument so as to give security to the Noteholders for the Loan Notes.

1. COVENANT TO PAY

- The Chargor covenants with the Security Trustee as trustee for and on behalf of the Noteholders that it will on demand pay and discharge all monies and liabilities now or at any time in the future due, occurring or incurred by the Chargor to the Noteholders on any account, whether actual or contingent and whether as principal or surety, together with all interest, charges, costs and expenses.
- The Chargor shall pay interest (as well after as before any judgment) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant liabilities or, if no such rate or rates are specified, at the rate of 8 % per annum Interest shall be compounded in the event of it not being punctually but without prejudice to the rights of the Noteholders to require payment of such interest.

2. CHARGE

- The Chargor charges to the Security Trustee as trustee for and on behalf of the Noteholders with full title guarantee and as a continuing security for the monies and liabilities referred to in clause 1 1
 - (a) by way of legal mortgage the property specified in Schedule 1 (the "Property"),
 - (b) by way of fixed charge all plant, machinery, implements, utensils, furniture and equipment now or from time to time at the Property, and
 - (c) by way of fixed charge the goodwill of any business carried on by the Chargor at the Property,

subject to the first ranking legal charge of even date referred to in Schedule 2 hereto (the "First Charge") and to the principal sum and interest thereby secured.

- This Charge shall rank behind in order of priority to the First Charge
- The term "Property" shall, if applicable, also include the assets referred to in clauses 2.1(b) and 2.1(c)

3. FURTHER ASSURANCE

The Chargor shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Property and give all notices, orders and directions which the Security Trustee as trustee for and on behalf of the Noteholders may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Noteholders or any Receiver.

4 RESTRICTIONS

- 41 The Chargor shall not without the prior written consent of the Security Trustee
 - (a) create or permit to subsist or arise any mortgage, charge, debenture or other encumbrance (other than and subject to the terms of the First Charge) or any right or option over the Property or any part thereof, or
 - (b) sell, convey, assign, lease, or transfer the Property or any interest therein, or otherwise part with or dispose of the Property or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Property or agree to do any of the foregoing; or
 - (c) part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing

5. COVENANTS BY THE CHARGOR

- The Chargor covenants with the Security Trustee at all times during the continuance of this security
 - (a) to keep the Property insured with such insurer and against such risks as the Lender may require and to the Security Trustee's satisfaction for their full replacement value with the Security Trustee's interest as trustee for and on behalf of the Noteholders noted on the policy, or at the Security Trustee's option with the Security Trustee's named as trustee for and on behalf of the Noteholders as co-insured and co-payee and the Chargor shall pay all premiums when due and produce or deposit with the Security Trustee all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances,

- (b) to apply any insurance proceeds in making good the loss or damage to the Property or at the Security Trustee's option in or towards the discharge of the liabilities secured by this Charge and pending such application the Chargor will hold such proceeds in trust for the Security Trustee as trustee for and on behalf of the Noteholders,
- (c) to keep the Property for the time being comprised herein in good and substantial repair and forthwith after service by the Security Trustee of any notice of any defect or want of repair the same shall be well and substantially repaired and made good by the Chargor,
- (d) not at any time to make or permit to be made any additions or alterations in or to the Property or make or permit to be made any material change in the user thereof or of any part thereof without the previous written consent of the Security Trustee which consent shall not be unreasonably withheld and in the event of such consent being given by the Security Trustee and permission from any planning authority being necessary for the said addition alteration or change in the user to apply at its own cost to the said planning authority for the necessary permission and to give notice to the Security Trustee of the granting or refusal thereof (as the case may be) forthwith on the receipt thereof and if the said planning permission shall be granted subject to any conditions to observe and perform such conditions,
- (e) to observe and perform all the requirements and regulations of the local and other competent authorities concerning the Property or its ownership and occupation,
- (f) not to cause or permit any person to be registered under the Land Registration Act 2002 or any substituted statutory provision as the proprietor of the Property or any part thereof or to acquire any beneficial interest therein without the consent in writing of the Security Trustee and if the Security Trustee shall enter any caution against such registration the costs thereby incurred by the Security Trustee shall be deemed to have been properly incurred as trustee for and on behalf of the mortgagee,
- (g) to perform and observe the covenants stipulations and restrictions affecting the Property or the mode of user or enjoyment of the same;
- (h) to permit the Security Trustee and such persons as the Security Trustee shall from time to time in writing for this purpose appoint at all reasonable times to enter into and upon the Property and every part thereof to view the state and condition of the same; and
- (i) to pay or cause to be paid all rates taxes levies assessment impositions and outgoings whatsoever payable in respect of the Property or any part thereof as and when the same shall become payable
- If the Chargor fails to comply with any of the obligations under clause 5 1 then the Security Trustee may enter upon the Property and repair or insure the Property or

take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Security Trustee shall be reimbursed by the Chargor on demand, and, until so reimbursed, shall carry interest as mentioned in clause 1 2 from the date of payment to the date of reimbursement

6. ENFORCEMENT

- Section 103 of the Law of Property Act 1925 (the "LPA") shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise at any time after the Security Trustee as trustee for and on behalf of the Noteholders shall have demanded payment of any of the liabilities secured by this Charge.
- Notwithstanding, and further to, clause 6.1, this Charge shall become immediately enforceable and the power of sale and all other powers conferred by the LPA or any substituted statutory provisions shall become immediately exercisable without the necessity of giving the Chargor any notice in that behalf if
 - (a) the Chargor commits any material breach whatsoever of its obligations under this Charge or the Loan Note Instrument,
 - (b) any distress or execution is levied or issued against the Property, or
 - (c) a petition is presented or a resolution is passed for the winding up of the Chargor or it enters into any arrangement with or for the benefit of its creditors or any encumbrancer takes possession of or an administrative receiver is appointed over all or any part of the assets or undertaking of the Chargor or an administrative order is made against the Chargor; or
 - (d) the Chargor is unable to pay its debts as they fall due

7. APPOINTMENT AND POWERS OF RECEIVER

- At any time after this Charge has become enforceable or, if requested by the Chargor, the Security Trustee may appoint by writing any person or persons (to be a Receiver of all or any part of the Property and where more than one Receiver is appointed they may be given power to act either jointly or severally
- 7 2 The Security Trustee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
- The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without

prejudice to any of the Security Trustee's powers) the Receiver shall have power in the name of the Chargor or otherwise to do the following things, namely

- (a) to take possession of, collect and get in all or any part of the Property and to generally manage the Property and any business carried on at the Property,
- (b) to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- (c) to borrow monies from the Security Trustee or others on the security of the Property for the purpose of exercising any of his powers;
- (d) to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
- (e) to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property,
- (f) to take, continue or defend proceedings or make any arrangement or compromise between the Chargor and any persons which he may think expedient,
- (g) to make and effect all repairs and improvements,
- (h) to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;
- (i) to purchase materials, tools, equipment, goods or supplies,
- (j) to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine, and
- (k) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Security Trustee shall in writing exclude the same whether in or at the time of his appointment or subsequently

8. APPLICATION OF MONEY RECEIVED BY THE LENDER OR THE RECEIVER

Any money received under this Charge shall, subject to the discharge of any priorranking claims, be paid or applied in the following order of priority

- (a) firstly, in or towards payment or satisfaction of the First Charge and all costs charges expenses and liabilities incurred and payments made by in respect of the First Charge,
- (b) secondly, in or towards payment or satisfaction of the monies and liabilities secured by this Charge, and

finally, any balance shall be paid to the person or persons entitled to it

9. SECURITY TRUSTEE'S LIABILITY

- In no circumstances shall the Security Trustee or the Noteholders be liable to account to the Chargor as a mortgagee in possession or otherwise for any monies not actually received by the Chargor.
- In no circumstances shall the Security Trustee or the Noteholders be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Property or from any act, default, omission or misconduct of the Security Trustee or the Noteholders, its officers, employees or agents in relation to the Property or in connection with this Charge

10. PROTECTION OF THIRD PARTIES

- Any purchaser or any other person dealing with the Security Trustee or any Receiver shall not be concerned to enquire whether the liabilities secured by this Charge have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Security Trustee or such Receiver
- All the protections to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Security Trustee or any Receiver

11. POWERS OF LEASING

The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Trustee are hereby extended so as to authorise the Security Trustee whether in the name of the Security Trustee or the Noteholders or in that of the Chargor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Security Trustee (in its absolute discretion) shall think fit.

12. POWER OF ATTORNEY

The Chargor irrevocably appoints the Security Trustee and the Receiver jointly and also severally, the attorney and attorneys of the Chargor for the Chargor and in the

name and on behalf of the Chargor and as the act and deed of the Chargor or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Charge.

13. SECURITY TRUSTEE'S RIGHTS

- At any time after this Charge becomes enforceable, all powers of the Receiver may be exercised by the Security Trustee whether as attorney of the Chargor or otherwise
- 13 2 The Chargor agrees that at any time after this Charge becomes enforceable:
 - (a) upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Security Trustee may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the liabilities secured by this Charge, and
 - (b) where the Chargor is an individual, the Security Trustee may as agent of the Chargor remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Chargor and the Security Trustee shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Chargor to the Lender

14. COSTS

All costs, charges and expenses incurred by the Security Trustee and the Noteholders in relation to this Charge or the preservation or enforcement or attempted enforcement of the Security Trustee's rights as trustee for and on behalf of the Noteholders under this Charge shall be reimbursed by the Chargor to the Security Trustee on demand on a full indemnity basis and, until so reimbursed, shall carry interest as mentioned in clause 12 from the date of payment to the date of reimbursement.

15. INDEMNITY

The Security Trustee and the Noteholders and every Receiver, attorney or other person appointed by the Security Trustee under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Property in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Property and the Security Trustee

and the Noteholders and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge

16 CONTINUING SECURITY

- This Charge shall be a continuing security to the Security Trustee as trustee for and on behalf of the Noteholders notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Property or to any other property or any other security which the Security Trustee may now or at any time in the future hold in respect of the liabilities secured by this Charge or any of them and shall continue in full force and effect as a continuing security until discharged.
- 16 2 Section 93 of the LPA shall not apply to this Charge.

17. NOTICES

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- Any demand or notice under this Charge shall be in writing signed by an officer or agent of the Lender and (without prejudice to any other effective means of serving it) may be served on the Chargor personally or by post and either by delivering it to the Chargor or any officer of the Chargor at any place or by despatching it addressed to the Chargor at the address stated in this document (or such other address as may from time to time be notified by the Chargor to the Lender for this purpose) or the Chargor's current registered office or the place of business or address last known to the Chargor Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery
- Any such demand or notice sent by post shall be deemed to have been received at the opening of business in the intended place of receipt on the day following the day on which it was posted, even if returned undelivered.

18. MISCELLANEOUS

- No delay or omission on the part of the Security Trustee in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy
- The Security Trustee's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient
- Any waiver by the Security Trustee of any terms of this Charge or any consent or approval given by the Security Trustee under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given
- If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the

legality, validity or enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result

- Any certificate or determination of the Lender as to the amount of the liabilities secured by this Charge shall, in the absence of manifest error, be conclusive and binding on the Chargor
- No variation of this Charge shall be considered valid and as constituting part of this Charge, unless such variation shall have been made in writing and signed by the parties.

19 LAW AND JURISDICTION

This Charge is governed by and shall be construed in accordance with English law and the Chargor irrevocably submits to the non-exclusive jurisdiction of the English courts.

20. LAND REGISTRY

The Chargor applies to the Chief Registrar for a restriction in the following terms to be entered on the register of the Chargor's title to the Property:

"No c	lisposition o	of the register	red estate by the proprietor of the	ie regisi	tered estate	is to
be reg	gistered with	nout a writter	n consent signed by the propriet	or for t	he time beir	ıg of
the	charge	dated		ın	favour	of
referred to in the charges re		egister '	"			

THIS CHARGE has been executed as a deed on the date stated above

SCHEDULE 1

THE PROPERTY

The freehold property known as Newlands, Tenderden Grove, Hendon, London NW4 1SY registered at HM Land Registry under Title Number MX292299

SCHEDULE 2

THE FIRST RANKING LEGAL CHARGE

A first ranking legal charge of even date herewith and made between the Chargor (1) and Mizrahi Tefahot Bank Limited (2)

by NEWLANDS NW4 LIMITED acting by Array Sank a director in the presence of

(Director)

Witness signature	al Dat
Witness name	Caro NAMON
Witness address	3 GAZH LLOSE
YAND MAMOSI	517 EWY 12F
Witness occupation	Lucina

EXECUTED as a **DEED** by **ANTONY STARK** in the presence of.

Witness signature

Witness name

Witness address

Witness occupation