

134866/13
MR01

Particulars of a charge



Companies House

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

MONDAY



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08/02/2016

#106

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 9 4 5 4 2 8 0 ✓

Company name in full 5 EYE JAY UK 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 2 0 0 7 2 0 1 6 ✓

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 NEDBANK PRIVATE WEALTH 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	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"
Brief description	UNIT 9, 52 WELL STREET, HACKNEY LONDON E9 7PX (also to be known as postal address below) FLAT 9, 1A SHORE PLACE LONDON E9 7PX	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 checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^①	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
Signature	Please sign the form here Signature X <i>Rosemary Skarple</i> 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 **MANISHA BHATI**

Company name **RISEAM SHARPLES SOLICITORS**

Address

Post town

County/Region

Postcode

Country

DX **140580 COVENT GARDEN 4**

Telephone **020 7257 8906**



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: 9454280

Charge code: 0945 4280 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th January 2016 and created by 5 EYE JAY UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2016.


Given at Companies House, Cardiff on 11th February 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
DATED THIS 20 DAY OF
January 2012
RISEAM SHARPLES 

Dated 20/1/16 2015

5 Eye Jay UK Limited
to

Nedbank Private Wealth Limited
(Corporate)

Legal Charge Securing All Moneys

THIS LEGAL CHARGE is dated 20/1/16 ~~2016~~ and made

BETWEEN

- (1) 5 Eye Jay UK Limited incorporated and registered in England and Wales with company number 9454280 whose registered office is at Central Office, Cobweb Buildings, The Lane, Lyford OX12 0EE (the 'Borrower') and
- (2) Nedbank Private Wealth Limited (registered in the Isle of Man under number 008785V) whose registered office is at St Mary's Court, 20 Hill Street, Douglas, Isle of Man IM1 1EU (the 'Lender')

WHEREAS

The Lender has agreed to make loan and/or other banking facilities available to the Borrower

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Charge

'Address for Service' means the address specified for the Borrower at the head of this Charge or such other address as the Borrower may notify the Lender for that purpose

'Charge' means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge

'Charged Property' means the property, assets, debts, rights and goodwill charged to the Lender by this Charge and includes any part of or interest therein

'Default Rate' means the rate specified as such in any agreement relating to the Secured Liabilities or such other rate as may be agreed in writing from time to time between the Borrower and the Lender

'Encumbrance' means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment

'Enforcement Event' means any of the events or circumstances described in clause 11

'Environmental Claim' means any notice or claim from any person (including, without limitation, any regulatory authority or government agency) alleging any breach, contravention or violation of any Environmental Law by the Borrower or the existence of any liability arising from any such breach, contravention or violation, including, without limitation, liability to conduct, pay for or for damages in respect of any investigation or audit, clean-up, remediation, administrative cost or charge or expense, damage to the environment or any natural resource, property loss or damage, personal injury or any penalty attaching or relating to the presence, emission, release or leak of any harmful or hazardous material in or to the environment

'Environmental Laws' means all laws, directions, regulations, codes of practice, guidance notes, circulars (in the case of guidance notes and circulars having the force of law) and the like concerning the protection of the environment, human health or working conditions, including without limitation the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person whether civil or criminal for any damage to or pollution of the environment or the rectification thereof or any related matters

'Environmental Licence' means any permit, licence, authorisation, consent or other approval required by any Environmental Law

'Expenses' means all interest, commission, fees and legal and other costs, charges and expenses which the Lender or any Receiver may charge or incur in relation to the Borrower or this Charge and the preparation, negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of, and the protection realisation or enforcement of, this Charge, in each case on a full indemnity basis

'Full title guarantee' has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994 **'Insured Risks'** means fire, storm, lightning, earthquake, explosion, aircraft, riot, civil commotion, malicious damage, impact, terrorism, aircraft and other aerial devices or articles dropped therefrom, tempest, flood, bursting and overflowing of water tanks, apparatus or pipes and damage by or resulting from vehicular impact, subsidence and such other risks as the Lender shall approve or require including demolition and site clearance costs and expenses, value added tax, architects', surveyors' and other professional fees and all other incidental expenses and loss of rents payable by the tenants or other occupiers of the Property for a period of three years or for such longer period as the Lender shall from time to time require

'LPA' means the Law of Property Act 1925

'Lease' means where the Property is leasehold the lease under which the Borrower holds the Property short particulars of which are set out in Part II of the Schedule and any instrument supplemental to it or which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms

'Planning Acts' means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substance) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all regulations and orders made or confirmed under any of them

'Property' means the freehold leasehold or immovable property referred to in Part I of the Schedule and any part or parts of it and including all rights attached or appurtenant to it and all buildings from time to time situate on it

'Receiver' means a receiver and/or manager or receivers and managers and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise

'Rental Income' means the gross rents, licence fees and other moneys (if any) receivable now or hereafter at any time by the Borrower in respect of or arising out of any lease or any agreement to lease to which the Property is subject or otherwise without limitation derived by the Borrower from the Property or otherwise paid to or received by the Borrower in respect of the Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like.

'Secured Liabilities' means all moneys obligations and liabilities whatsoever whether for principal, interest or otherwise (in whatever currency) which may now or at any time in the future be due, owing or incurred by the Borrower to the Lender and whether (i) present or future, (ii) actual or contingent, (iii) alone, severally or jointly or (iv) as principal, guarantor, surety or otherwise, and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including (but without limitation) all Expenses and so that interest shall be computed and compounded on the terms agreed between the parties or if not agreed according to the usual practice of the Lender as well after as before any demand or judgment

1 2 Interpretation

In this Charge

- a) references to clauses and Schedules are to be construed as references to the clauses of and schedules to this Charge,
- b) references to any provisions of this Charge or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or notated from time to time,
- c) words importing the singular are to include the plural and vice versa,

- d) references to a person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity,
- e) references to any person are to be construed to include that person's assigns or transferees or successors in title, whether direct or indirect,
- f) references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations, instruments or other subordinate legislation made under or deriving validity from that statutory provision,
- g) clause headings are for ease of reference only and are not to affect the interpretation of this Charge, and
- h) where the 'Borrower' consists of two or more parties
 - (i) such expression shall in this Charge mean and include such two or more parties and each of them or (as the case may require) any of them,
 - (ii) all covenants, charges, agreements and undertakings expressed or implied on the part of the Borrower in this Charge shall be deemed to be joint and several covenants, charges, agreements and undertakings by such parties,
 - (iii) each shall be bound even if any other of them intended or expressed to be bound by this Charge shall not be so bound, and
 - (iv) the Lender may release or discharge any one or more of them from all or any liability or obligation under this Charge or may make any arrangement or composition with any such person without thereby releasing any other or others of them or otherwise prejudicing any of its rights under this Charge or otherwise

2 COVENANT TO PAY

The Borrower covenants with the Lender that the Borrower will pay to the Lender or discharge all Secured Liabilities on the due date or dates for payment or discharge or, in the absence of an agreed or specified due date, immediately on demand by the Lender

3 SECURITY

3 1 The Borrower charges to the Lender with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities

3 1 1 by way of first legal mortgage, the Property,

3 1 2 by way of assignment, the Rental Income and the benefit to the Borrower of all other rights and claims to which the Borrower is now or may in the future become entitled in relation to the Property including but not limited to all rights and claims of the Borrower against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons,

3 1 3 by way of assignment

- (a) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by the Borrower in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Charged Property and any other person firm or company now or from time to time under any contract with or under a duty to the Borrower and the benefit of all sums recovered in any proceedings against all or any of such persons,

(b) the benefit of all agreements for lease, all the proceeds of any claim, award or judgment arising out of any agreement for lease and all sums paid or payable to the Borrower under or in respect of any agreement for lease, and

(c) all right, title and interest of the Borrower in and to all payments made under any and all present and future insurance policies in respect of the Charged Property,

provided that nothing in this sub-clause shall constitute the Lender as a mortgagee in possession,

3 1 4 by way of assignment, all its rights under any agreement or arrangement entered into now or in the future by the Borrower with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by the Borrower in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement, and

3 1 5 by way of floating charge, those assets and rights directly relating to the Property which are the subject of clauses 3 1 1, 3 1 2, 3 1 3 and 3 1 4 above but only to the extent that any of them is not effectively charged by way of legal charge or fixed charge or assignment pursuant to those clauses

3 2 The Bank may at any time by notice to the Borrower convert the floating charge created by clause 3 1 5 into a fixed charge as regards any Charged Property specified in such notice and the Borrower will forthwith execute in respect of the specified Charged Property a mortgage, charge, pledge or assignment (as the case may be) of such Charged Property in favour of the Bank, and in such form as the Bank requires

3 3 The charges created by this charge shall rank as first charges

3 4 The Borrower shall if the Lender so requires at any time procure that the Rental Income shall be paid directly to its account with the Lender (or such other account as the Lender may from time to time direct) and the Borrower shall so instruct its lessees and occupiers of the Property by notice in writing

3 5 The Borrower shall at any time on written demand by the Lender execute as security for the payment or discharge of the Secured Liabilities a letter of set-off, charge or other security agreement or instrument over or in respect of any balance from time to time standing to the credit of any account or accounts referred to in clause 3 4 in such form as the Lender may require and such document or instrument shall be prepared, completed and registered by or on behalf of the Lender at the cost of the Borrower

3 6 The Borrower shall promptly on demand and at its own cost execute and do all such assurances acts and things including (without limitation) executing all transfers, conveyances, assignments and assurances of the Charged Property and giving all notices, orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Lender or any Receiver

4 FURTHER ADVANCES

This Charge is intended to secure further advances but the Lender is not obliged to make them

5 DISCHARGE

If the Borrower shall pay to the Lender the Secured Liabilities in accordance with the covenants contained in this Charge the Lender at the request and cost of the Borrower will duly discharge this Charge

6 RESTRICTIONS

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

a) create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof Subject as aforesaid, any mortgage of or charge on the Property created by

the Borrower (other than in favour of the Lender) shall be expressed to be subject to this Charge,

- b) sell, convey, assign or transfer the Property or any interest therein or otherwise part with or dispose of any Property or assign or otherwise dispose of any moneys payable to the Borrower in relation to the Property or agree to do any of the foregoing;
- c) exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing,
- d) 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, or
- e) (if the Property is occupied by someone other than the Borrower) compound, release, exchange, set-off, grant time or indulgence in respect of or otherwise deal with any of the Rental Income or the debts or policies charged to the Lender under this Charge or do anything whereby the recovery of the same may be impeded, delayed or prevented and the Borrower shall enforce its rights in respect of the same

7 DEPOSIT OF TITLE DEEDS

The Borrower shall deposit with the Lender and during the continuance of this security the Lender shall be entitled to hold all deeds and documents of title relating to the Property and (if required by the Lender) all policies of insurance in relation to the Property

8 COVENANTS BY THE BORROWER

The Borrower covenants with the Lender at all times during the continuance of this security

- a) *Repair* To keep the buildings, installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or thereon and other erections from time to time upon the Property in good and substantial repair and condition and fully protected from damage or deterioration as a result of weather or malicious damage or any other cause and to replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value
- b) *Insurance*
 - (i) To keep the said buildings, installations and structures and all fixtures and fittings situate thereon and other erections insured against loss or damage by the Insured Risks in their full replacement value for the time being in such office or offices and on such terms as the Lender shall approve with the Lender's interest noted on the policy
 - (ii) Punctually to pay all premiums (and other moneys) in respect of such insurances and on demand to deliver to the Lender the policy or policies of all such insurances and the receipt for every such payment, and all moneys received under any policy or policies of insurance whether maintained or effected by the Borrower, the Lender or by a third party and whether or not in pursuance of the Borrower's obligations under this Charge shall be applied, at the Lender's option, but subject to the rights of any lessor under the Lease, either in making good the loss or damage to the Property (any deficiency being made good by the Borrower) or towards the discharge of the Secured Liabilities and any such moneys received by the Borrower shall be held by the Borrower on trust for the Lender accordingly
 - (iii) To comply with the terms and conditions of any policy of insurance on the Property or otherwise contemplated by this Clause and not to do or omit to do anything whereby any such insurance may become void or voidable wholly or in part
- (c) *Outgoings* To pay when due all rents, rent charges (if any), rates, taxes, charges, duties, assessments, impositions and other outgoings whatsoever charged assessed levied or

imposed upon the Property or upon the owner or occupier thereof or payable in respect of the Property

- (d) *Covenants and stipulations* To perform and observe all covenants, restrictions, stipulations, provisions, regulations and conditions affecting the Property or the use or enjoyment of it
- (e) *Alterations* Not without the previous written consent of the Lender (which consent shall not be unreasonably withheld or delayed) to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or (except in connection with the renewal or replacement thereof) any fixtures or erect or make or suffer to be erected or made on the Property any building, installation, structure or alteration or a change of use thereof within the meaning of the Planning Acts or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Property
- (f) *Development* Where at the date of this Charge or at any time during the continuance of this security the Property or any part of it is intended to be developed or is in the course of development, to proceed diligently and to the satisfaction of the Lender and any competent authority with such development in all respects in conformity with the planning and bye-law consents therefor and to produce all plans and specifications in relation to such development to the Lender for approval and not to amend such plans and without the Lender's approval
- (g) *Planning*
 - (i) to comply in all respects with the Planning Acts and all licences, consents, permissions or conditions granted or imposed thereunder,
 - (ii) not to make any application for planning permission without the prior consent of the Lender and not to enter into or agree to enter into any agreement under Section 106 of the Town and Country Planning Act 1990 or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or Section 38 of the Highways Act 1980 or any similar Act, such consent not to be unreasonably withheld,
 - (iii) to comply with the requirements of any valid enforcement notice or other notice or order (whether issued under the Planning Acts or any other statute) within such time as may be specified therein or if no time is specified within such period as may be reasonably required by the Lender and to pay to the Lender in reduction of the Secured Liabilities any compensation received as a result of any such notice or order
- (h) *Right of entry* To permit representatives of the Lender with or without workmen or others to enter the Property at all reasonable times after at least twenty-four hours prior notice except in case of emergency to view the state of repair and condition of the Property
- (i) *Notices* Within four days of receipt to produce to the Lender a copy of any notice, order, direction, permission or proposal affecting the Property or its use or value and to comply immediately with the terms thereof or if the Lender so requires or approves and at the Borrower's cost to make such objections and/or representations against or in respect of such notice, order, proposal, permission or consent as aforesaid as the Lender may reasonably require
- (j) *Information* On request to produce to or provide for the Lender such documents or information relating to the Property or its development as the Lender may reasonably require
- (k) *Statutes* To comply with all obligations under any present or future statute, regulation, order or instrument or under bye laws, regulations or requirements of any competent authority or approvals, licences or consents relative to the Property or its use or enjoyment
- (l) *Leases* Where the Property is leasehold or subject to any lease agreement for lease or tenancy (referred to below as the 'occupational lease')
 - (i) to perform and observe all covenants and conditions contained in the Lease to be performed and observed by the lessee and contained in any occupational lease to be observed by the lessor,

- (ii) to enforce the due observance and performance of all obligations of all other parties to the Lease and any occupational lease,
- (iii) not to waive, release or vary any of the terms of the Lease or any occupational lease, or to accept any surrender of any occupational lease or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without, in each case, the consent of the Lender;
- (iv) if the Borrower shall receive any notice served under section 146 of the LPA or any proceedings shall be commenced for forfeiture of the Lease or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of the Lease or any superior lease the Borrower shall give immediate notice of such event in writing to the Lender and at the request of the Lender and at the expense of the Borrower take such steps as the Lender may in its absolute reasonable discretion require,
- (v) not to serve any notice on any former tenant under any occupational lease under section 17(2) of the Landlord and Tenant (Covenants) Act 1995 or on any guarantor of any such former tenant under section 17(3) of that Act without the prior consent of the Lender such consent not to be unreasonably withheld or delayed
- (m) *Agreements* To notify the Lender forthwith if a third party is in breach of the terms of any agreement affecting the Property and/or if notice is given to terminate any such agreement or it is alleged or appears that any such agreement may be avoided or repudiated or be or become invalid or unenforceable and in any such case shall at its own cost take such action or institute such proceedings or execute such documents as the Lender may require
- (n) *Indemnity* To keep the Lender (and any Receiver appointed by the Lender) fully and effectively indemnified from and against all actions, proceedings, costs, charges, claims, demands, expenses and liabilities (including Value Added Tax and any other taxes and/or legal and other professional fees) whatsoever in respect of any breach or non-observance or non-performance of any covenants, obligations, warranties or undertakings on the part of the Borrower contained in this Charge or the making good of any such breach or non-observance or non-performance

9 ENVIRONMENTAL MATTERS

- 9.1 The Borrower covenants with the Lender that during the continuance of this security the Borrower shall at all times acquire and maintain all relevant Environmental Licences required by its ownership, use or occupation of the Property and for the conduct of its business and will comply with all terms and conditions relating thereto and with all other applicable Environmental Laws and will not knowingly do or permit any act or omission whereby any such Environmental Licence would be liable to be varied or revoked
- 9.2 The Borrower will promptly upon receipt of the same notify the Lender of any Environmental Claim
- 9.3 The Borrower will keep the Lender (and every Receiver, attorney, manager, agent and other person duly appointed by the Lender hereunder) fully and effectually indemnified from and against all liabilities, losses (including consequential losses), costs, charges and expenses caused wholly or partly, directly or indirectly by
 - (a) the creation, imposition, recording or registration of any mortgage, charge, encumbrance or security interest over the Property securing the reimbursement to or recovery by any third party (including, without limitation, any regulatory authority or government agency) of any costs, expenses or other sums incurred in consequence of a breach, contravention or violation of any Environmental Law or the release, discharge or emission of any harmful or hazardous material and the redemption, removal, vacation or discharge of any such mortgage, charge, encumbrance or other security interest,

- (b) the making of any Environmental Claim against the Lender and/or any Receiver or other such person(s) or the Borrower in respect of the Property and/or any business operations or activities thereon,
- (c) any liability or potential liability upon the Lender and/or any Receiver or other such person(s) to remedy, clean-up or make good any breach, contravention or violation of any Environmental Law by the Borrower or any harm, actual or potential, to the environment caused directly or indirectly by any release, emission or discharge of any harmful or hazardous material from in or to the Property, and/or
- (d) reason of any breach of clause 9 1 above

10 POWER TO REMEDY

10 1 If any building operations on the Property are not carried out in a proper and workmanlike manner and with diligent progress to the reasonable satisfaction of the Lender or its surveyor the Lender may (but shall not be under any obligation so to do) serve a written notice on the Borrower advising it of such failure and the Borrower shall have such period as the Lender may specify to remedy the same failing which

- (a) the Borrower shall if required by written notice from the Lender within seven days assign to the Lender or as it may direct all the benefit and interest of the Borrower in any building contract, sub-contract, appointment of professional advisers and such other contracts or agreements as the Borrower may have relating to such building operations and will take or procure such action as is necessary or desirable to provide the Lender or the nominee of the Lender as aforesaid with privity of contract with such parties or contractors with whom the Borrower may have privity of contract and take all such other steps as the Lender may require to enable the Lender to procure the completion of the said building operations, and
- (b) the Borrower shall permit the Lender at the Borrower's cost to complete or procure the completion of the said building operations,

in both cases with power for the Lender and any persons authorised by the Lender to enter upon the Property for any of the above purposes without thereby becoming a mortgagee in possession

10 2 If the Borrower fails to perform or observe any covenant or condition in its part contained in this Charge, it shall be lawful for but not obligatory upon the Lender in order to make good such failure in whole or in part and at the Borrower's cost

- (a) to enter upon the Property and effect such repairs and other works thereon as the Lender considers necessary, and/or
- (b) to take such steps, give such notices, execute such works and do such things as the Lender considers necessary to comply with any requirements of or any notice, order, direction permission or proposal, given, served or made under the Planning Acts or otherwise affecting or likely to affect the Property or its value, and/or
- (c) to insure and keep insured the Property in such amount and in such manner as the Lender considers necessary; and/or
- (d) to admit, settle, liquidate, compound or contest in such manner as the Lender thinks fit any claim or liabilities in relation to the Property whether or not the Lender is expressly indemnified in this Charge against the same and to make such payments and expend or debit on account such moneys as the Lender considers necessary in that behalf but without thereby becoming a mortgagee in possession

11 ENFORCEMENT EVENTS

11 1 The power of sale and other powers conferred on a mortgagee by the LPA as varied or amended by this Charge will become exercisable by the Bank at any time in relation to any part of the Charged Property

- (a) on the occurrence of any breach of clause 2 of this Charge, or

- (b) when an event of default or similar event howsoever described occurs under any document, agreement or deed setting out the terms and conditions relating to any Secured Liabilities

each of which is an "Enforcement Event" for the purposes of this Charge

- 11 2 The happening of any of the above events in relation to any guarantor of the obligations of the Borrower to the Lender in respect of the Secured Liabilities or this Charge shall also be deemed to be an Enforcement Event for all the purposes of this Charge

12 ENFORCEMENT

Sections 103 and 109 of 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 Lender shall have demanded payment of any of the Secured Liabilities or after any breach by the Borrower of any of the provisions of this Charge or the occurrence of an Enforcement Event

13 APPOINTMENT AND POWERS OF RECEIVER

- 13 1 At any time after the Lender shall have demanded payment of any of the Secured Liabilities or after any breach by the Borrower of any of the provisions of this Charge or the occurrence of an Enforcement Event or if requested by the Borrower, the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) 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
- 13 2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
- 13 3 The Receiver shall (so far as the law permits) be the agent of the Borrower (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 herein before referred to (and without prejudice to any of the Lender's powers) the Receiver shall have power in the name of the Borrower 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 for that purpose to take any proceedings as he shall think fit,
 - (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) for the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or pursuant to this Charge or for any other purpose to borrow moneys from the Lender or others on the security of the Property or otherwise on such terms as he may in his absolute discretion think fit,
 - (d) to provide such facilities and services for tenants and generally to manage the Property in such a manner as he shall think fit,
 - (e) if the Property is leasehold to vary the terms of or surrender the lease and/or to take a new lease of it or of any part of it on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Lender on the terms of this Charge so far as applicable and to execute a formal legal charge over any such new lease in favour of the Lender in such form as the Lender may reasonably require,
 - (f) to sell, transfer, assign, let or lease or concur in selling, letting or leasing the Property (either by public auction or private contract or otherwise) and the grant of any rights over the Property on such terms and conditions and for such consideration including without limitation shares, securities (of any other company) or other investments payable at such time or times as he may in his absolute discretion think fit,

- (g) to vary the terms of, terminate, grant renewals of or accept surrenders of leases or tenancies of the Property in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender with such rights relating to other parts of the Property and containing such covenants on the part of the Borrower or otherwise and generally on such terms and conditions as in his absolute discretion he shall think fit,
 - (h) to make any arrangements or compromise which the Lender or he shall think fit whether in relation to any lease of the Property or to any covenants, conditions or restrictions relating to the Property or without limitation otherwise,
 - (i) to make and effect all repairs and improvements to the Property,
 - (j) to enter into bonds, covenants, commitments, guarantees, indemnities and like matters and to make all payments needed to effect, maintain or satisfy the same in relation to the Charged Property,
 - (k) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Borrower or relating in any way to the Property,
 - (l) to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit,
 - (m) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
 - (n) to carry on any business carried on by the Borrower at the Property, and/or
 - (o) 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
- 13 4 Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him in the following order
- (a) in payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers,
 - (b) in payment of his remuneration,
 - (c) in payment to the Lender of moneys whether for principal, interest or otherwise in arrear or accruing due under this Charge

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

14 LENDER'S LIABILITY

In no circumstances shall the Lender be liable to account to the Borrower as a mortgagee in possession or otherwise for any moneys not actually received unconditionally and irrevocably by the Lender

15 PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities 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 Lender or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Lender or any Receiver

16 POWERS OF LEASING

NE: 8182136_1

Form of charge filed at HM Land Registry under reference MD1405C

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Borrower 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 Borrower 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 Lender (in its absolute discretion) shall think fit

17 POWER OF ATTORNEY

17 1 The Borrower hereby irrevocably appoints the Lender and the Receiver jointly and also severally the attorney and attorneys of the Borrower for the Borrower and either in the name of the Lender or the Receiver (as the case may be) or in the name and on behalf of the Borrower and as the act and deed of the Borrower 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 Borrower 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 Deed.

17 2 The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Charge.

18 LENDER'S RIGHTS

18.1 At any time after an Enforcement Event all powers granted by this Charge in favour of a Receiver may be exercised by the Lender whether as attorney of the Borrower or otherwise.

18 2 The Borrower agrees that at any time after an Enforcement Event

(a) upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Lender may sever any fixtures (other than trade machinery within the meaning of the Bills of Sale Act 1878) 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 Secured Liabilities provided that nothing contained in this clause shall constitute this charge a bill of sale over such fixtures, and

(b) the Lender may as agent of the Borrower remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Borrower on demand without interest and the Lender shall not have the right to retain or set-off such proceeds of sale against any indebtedness of the Borrower to the Lender.

18 3 The Lender shall, on receiving notice that the Borrower has encumbered or disposed of the Charged Property or any part of it or any interest in it, be entitled to close any account or accounts of the Borrower and to open a new account or accounts with the Borrower and (without prejudice to any right of the Lender to combine accounts) no money paid into or carried to the credit of 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. If the Lender does not open a new account or accounts immediately on 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 from that time all payments made by the Borrower to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Borrower to the Lender when it received such notice.

19 COSTS AND EXPENSES

19 1 The Borrower shall, on demand and on a full indemnity basis, pay to the Lender the amount of all costs and expenses (including legal and out-of-pocket expenses and any Value Added Tax on such costs and expenses) which the Lender and/or any Receiver incurs in connection with the preparation, negotiation, execution and delivery of this Charge and any related document, any stamping or registration of this Charge, any actual or proposed amendment of or waiver or consent under or in connection with this Charge, any discharge or release of this Charge, the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with, and the

enforcement (or attempted enforcement) of, this Charge and all other moneys paid by the Lender in perfecting or otherwise in connection with this Charge or in respect of the Charged Property

- 19 2 Such costs, expenses and other moneys shall be recoverable from the Borrower as a debt and may be debited to any account of the Borrower and shall bear interest accordingly at the Default Rate and shall be charged on the Charged Property

20 CONTINUING SECURITY

- 20 1 This Charge shall 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 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 Lender may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged

- 20 2 Section 93 of the LPA shall not apply to this Charge

21 SET-OFF

- 21 1 The Lender may, without notice to the Borrower, apply any credit balance (whether or not then due and in whatever currency) which is at any time held by any office or branch of the Lender for the account of the Borrower in or towards satisfaction of the Secured Liabilities of any of them

- 21 2 For the purposes of exercising any rights either under this Clause, or any rights under the general law, the Lender may convert or translate all or any part of such a credit balance into another currency applying a rate which in the Lender's opinion fairly reflects prevailing rates of exchange

- 21 3 The Lender is not obliged to exercise any of its rights under this Clause, which shall be without prejudice and in addition to any rights under the general law

- 21 4 In this Clause 'rights under the general law' means any right of set-off, combination or consolidation of accounts, lien or similar right which the Lender has under any applicable law

22 NOTICES

- 22 1 Every notice demand or other communication under this Charge shall be in writing and may be delivered personally or by letter despatched as follows:

(a) if to the Lender, to its address specified at the head of this Charge, for the attention of the Lending Department

(b) if to the Borrower, to its address specified at the head of this Charge or its registered office or its last known place of business

or to such other address as may be notified in accordance with this clause by the relevant party to the other party for such purpose

- 22 2 Every notice, demand or other communication shall be deemed to have been received (if sent by post) 24 hours after despatch where the recipient's address is the United Kingdom or five days after despatch if the recipient's address is outside the United Kingdom and (if delivered personally) at the time of delivery if during normal business hours in the place of intended receipt on a working day in that place and otherwise at the opening of business in that place on the next succeeding such working day

- 22 3 Any notices, demands or other communication as aforesaid to be given by the Lender may be made by a Manager of the Lender or by any person or firm acting as solicitor or solicitors for the Lender

23 TRANSFERS

- 23 1 This Charge is freely assignable or transferable by the Lender

23 2 The Borrower may not assign or transfer any of its obligations under this Charge or enter into any transaction which would result in any of those obligations passing to another person

23 3 The Lender may disclose to any person related to the Lender and/or any person to whom it is proposing to transfer or assign or has transferred or assigned this Charge any information about the Borrower and/or its business

24 MISCELLANEOUS

24 1 No delay or omission on the part of the Lender 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

24 2 The Lender'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

24 3 Any waiver by the Lender of any terms of this Charge, or any consent or approval given by the Lender 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.

24 4 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 and 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

24 5 Any certificate or determination of the Lender as to the amount of the Secured Liabilities or any matter provided for in this Charge shall, in the absence of manifest error, be conclusive and binding on the Borrower

25 LAW AND JURISDICTION

25 1 This Charge is governed by and shall be construed in accordance with English law

25 2 The Borrower irrevocably agrees for the benefit of the Bank that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this deed and for such purposes irrevocably submits to the jurisdiction of such courts

25 3 The Borrower irrevocably waives any objection which it may have now or hereafter to such courts being nominated as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this deed and any claim that any such court is not a convenient or appropriate forum

25 4 The Borrower agrees that the process by which any suit, action or proceeding in England is commenced may be served on it by being delivered to the Address for Service or the Borrower's registered office for the time being

25 5 The submission to jurisdiction in clause 25 2 shall not (and shall not be construed so as to) limit the rights of the Bank to take proceedings against the Borrower in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

26 UNREGISTERED LAND

The Borrower hereby covenants with the Lender that

- (a) if and so long as the title to the Property or any part thereof is not registered under the Land Registration Act 2002 no person other than the Borrower shall during the continuance of this security be registered under the said Acts as proprietor of the Property.

- (b) upon any such registration the Borrower will procure the registration of this Charge against the title and forthwith deliver to the Lender a copy of the Title Information Document or Official Copy Entries showing its registration

27 REGISTERED LAND

The Borrower hereby applies to the Land Registrar for a restriction in the following terms to be entered on the register of the Borrower's title to the Property "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of Nedbank Private Wealth Limited referred to in the Charges Register "

IN WITNESS WHEREOF this document has been executed as a deed
EXECUTED AS A DEED

By 5 EYE JAY UK LIMITED
(Borrower)

acting by

Name Katherine Ingram-Jones
[Director] [Secretary]

and

Name [Signature]
[Director]

EXECUTED AS A DEED BY AFFIXING
THE COMMON SEAL OF

5 EYE JAY UK LIMITED
(Borrower)
in the presence of

Name _____
[Director]

and

Name _____
[Director] [Secretary]

SIGNED AS A DEED by
for and on behalf of
Nedbank Private Wealth Limited

[Signature]

THE SCHEDULE

Part I

The Property

**UNIT 9, 52 WELL STREET, HACKNEY,
LONDON
E9 7PX**

registered under Title No

Part II

Leasehold