

MR01

Particulars of a charge



Companies House

685475/23



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A fee is be payable with this form
Please see 'How to pay' on the back of this form

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is for**
You may not use this form to
register a charge created or evidenced by
an instrument. Use form MR02.

THURSDAY



A13 *A6GVFS00* 12/10/2017 #324
COMPANIES HOUSE

please
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 0 9 5 0 7 4 3 1

Company name in full Professional Cribbs 1 General Partner Limited (acting as general
partner of behalf of Professional Cribbs 1 Limited Partnership)

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 9 20 17

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 Svenska Handelsbanken AB (publ)

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 /	The freehold property known as 27 Julian Avenue, Acton, London W3 9JE with Land Registry title number NGL143526	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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. /	<input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. /	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. /	<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 /	<input checked="" type="checkbox"/> Gobling Ltd (UK) Ltd. <input checked="" type="checkbox"/>	
This form must be signed by a person with an interest in the charge.			

MRO1

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
RHW

Company name
Gowling WLG (UK) LLP

Address
4 More London Riverside

Post town
London

County/Region

Postcode
S E 1 2 A U

Country

DX

Telephone
0207 759 6756



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9507431

Charge code: 0950 7431 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th September 2017 and created by PROFESSIONAL CRIBS 1 GENERAL PARTNER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th October 2017.

P

Given at Companies House, Cardiff on 20th October 2017



Companies House



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

THIS LEGAL CHARGE is made on 29 September 2017 BETWEEN:

- (1) **Professional Cribs 1 Limited Partnership** (acting by its general partner Professional Cribs 1 General Partner Limited) (registered number LP016613) whose registered office is at 81 Palace Gardens Terrace, 2nd Floor, London, W8 4AT (the "**Borrower**" and the "**Limited Partnership**");
- (2) **Professional Cribs 1 General Partner Limited** (company number 09507431) whose registered office is at 81 Palace Gardens Terrace, 2nd Floor, London, W8 4AT (the "**General Partner**");
- (3) **Professional Cribs Nominee Limited** (company number 09508891) whose registered office is at 81 Palace Gardens Terrace, 2nd Floor, London, W8 4AT (the "**Nominee**" and together with the Borrower and the General Partner, the "**Mortgagors**" and each a "**Mortgagor**"); and
- (4) **Svenska Handelsbanken AB (publ)** (the "**Bank**").

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

"**Authorisations**" means all authorisations, consents and permits issued by any governmental body agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings.

"**Charged Assets**" means all the undertaking, property and assets of the Mortgagor described in clause 3.1 (*Fixed charge*) including any part thereof and any interest therein.

"**Collateral Instruments**" means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person.

"**Enforcement Date**" means the date on which the Bank demands the payment or discharge of all or any part of the Secured Liabilities or, if earlier, the date on which an application is made or other action is taken for the administration of the Mortgagor and/or the Borrower.

"**Facility Letter**" means the facility letter dated 9 October 2015 between the Borrower, the General Partner, the Nominee and the Bank.

"**Insurances**" means all contracts or policies of insurance in which the Mortgagor from time to time has an interest.

"**Party**" means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative.

"**Planning Acts**" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004, and any subordinate legislation made (before or after this Deed) under those statutes and any other statute governing or controlling the use or development of land and property.

"**Property**" means each of the following properties:

Property Address	City	Postcode	Tenure	Title Number
27 Julian Avenue, Acton	London	W3 9JE	Freehold	NGL143526

We certify that, save for material redacted pursuant to section 859F of the Companies Act 2006, the copy instrument delivered as part of this application for registration, is a correct copy of the original instrument.

Signed: *Gowling WLG (UK) LLP*
Date: 10.10.2017

without limitation, the deposit of moneys, property or title documents with a person with the intention of affording such person a right of set-off or lien) and any other agreement or any other type of arrangement having a similar effect.

1.2.2 Clause and schedule headings are for ease of reference only.

1.2.3 A reference in this Deed to any person includes that person's successors in title, whether immediate or derivative and (in the case of the Bank only) its permitted assignees and permitted transferees, whether immediate or derivative.

1.2.4 If two or more persons are included in the definition "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Mortgagor's obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank.

1.2.5 If two or more persons are included in the definition "Borrower" then the use in this deed of the word "Borrower" shall be deemed to refer to such persons both together and separately and the Borrower's obligations shall be their joint and several obligations.

1.2.6 Unless a contrary indication appears, terms defined in the Facility Letter shall have the same meaning when used in this Deed.

1.3 Partnership matters

1.3.1 The Limited Partnership irrevocably and unconditionally authorises and directs the General Partner and the Nominees to:

- (a) enter into, and grant, this Deed, and to mortgage and charge the legal and beneficial interest and estate in any Property and the other Charged Assets vested (or to be vested) in them; and
- (b) give good receipt for any monies paid.

1.3.2 The Limited Partnership hereby confirms that the General Partner as general partner of the Limited Partnership has been authorised on behalf of the Limited Partnership to execute this Deed on its behalf (whether in its own capacity or as general partner of the Limited Partnership).

1.3.3 The Limited Partnership hereby irrevocably and unconditionally undertakes to the Bank, with immediate effect:

- (a) that if the Bank or any Receiver or other officer appointed by the Bank or Receiver or on its behalf, sells any of the Property or other Charged Assets in accordance with the rights of the Bank under any Security Document, the Limited Partnership shall, at the request and on the direction of the Bank, deliver a valid receipt for the proceeds of sale of such Property or other Charged Assets to any person to whom the Bank or any such Receiver or other officer shall so require;
- (b) to do or effect all acts, matters and things to give effect to this Clause 1.3 and the transactions contemplated hereby (and including for the avoidance of doubt on the direction of the Bank to do any act, matter or thing required to give the Nominee the bare legal title to any Property and to cause the Nominee to be registered as proprietors of such Property at the Land Registry) and give all consents and waivers in relation thereto and to execute under hand or under seal or become parties to any documents referred to above or arising in the course of any transaction contemplated thereby or in connection therewith in each case as the Bank may in its absolute discretion think fit;
- (c) that it will not exercise any statutory power of appointing new or additional general partners or nominees or other trustees in relation to any Property and Charged Assets except with the prior written consent of the Bank or as expressly permitted herein;
- (d) that it will not agree to any amendment, novation or waiver of any declaration of trust, or any of the terms of any appointment of the General Partner or the Nominee without the prior written consent of the Bank or as permitted in the Facility Letter;
- (e) that it will not request or require the Nominee to transfer any of the Property to any other person, other than in accordance with the Finance Documents;

...3 interest (both before and after judgement) to date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Bank in relation to any such moneys, obligations or liabilities or generally in respect of the Borrower; and

2.2.4 all costs, charges, expenses and liabilities incurred as a result of or pursuant to the exercise of the rights and powers contained in this Deed.

3 CHARGES

3.1 Fixed charge

Each Mortgagor charges to the Bank with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future:

3.1.1 by way of legal mortgage the Property; and

3.1.2 by way of fixed charge:

- (i) all plant and machinery owned by the Mortgagor and its interest in any plant and machinery in its possession located at the Property;
- (ii) all fixtures and fittings from time to time attached to the Property;
- (iii) all other chattels of the Mortgagor located at the Property and not ordinarily disposed of in the ordinary course of business;
- (iv) all benefits in respect of the Insurances including all claims and the refund of any premiums;
- (v) (to the extent not validly and effectively assigned by way of assignment pursuant to a Security Document) all rents receivable from any lease granted of the Property; and
- (vi) all the goodwill of the Mortgagor's business carried on at the Property.

3.2 The Mortgagor confirms and agrees that at any time on or after the Enforcement Date, the Bank and/or any Receiver may – as agent for the Mortgagor – sell any assets of the Mortgagor which have not been removed from the Property. The Mortgagor hereby assigns and agrees to assign the proceeds of such sale to the Bank and agrees that the Bank may apply such proceeds in reduction of the Secured Liabilities.

3.3 Set Off

The Mortgagor hereby agrees that the Bank may at any time and from time to time without notice, set off any amounts owed by it to the Mortgagor in or towards satisfaction of the Secured Liabilities (which shall be in addition to and without prejudice to such rights of set-off, combination, lien and other rights whatsoever conferred on the Bank by law) and may transfer any sum or sums standing to the credit of any account of the Mortgagor with the Bank at any of its branches of whatever nature and in whatever currency denominated, in or towards satisfaction of any sums due and payable from the Mortgagor to the Bank under this Deed or in or towards satisfaction of the Secured Liabilities.

If the liability in respect of which the Bank is exercising its rights of set-off is contingent, or not yet payable, it shall automatically be accelerated, and shall accordingly be due and payable, before and at the time of such set-off. If the sums standing to the credit of any account of the Mortgagor with the Bank at any of its branches against which set-off is to be made are not due or matured or otherwise payable, they shall notwithstanding anything to the contrary contained in this Deed be deemed already to be so for the purposes of the set-off contemplated in this clause provided that the Bank shall not be obliged to exercise any right given to it by this clause.

4 UNDERTAKINGS

4.1 Duration

The undertakings in this clause 4 remain in force during the Security Period.

4.8.1 not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in, on or in respect of the Property required to be done or omitted by the Planning Acts or which shall contravene the provisions of the Planning Acts; and

4.8.2 indemnify and keep indemnified the Bank against all actions, proceedings, costs, expenses, claims and demands whatsoever in respect of any such act, matter or thing so contravening the provisions of the Planning Acts.

4.9 Land Registration Acts

4.9.1 The Mortgagor will not, without the prior written consent of the Bank:

- (i) permit any person to be registered as proprietor under the Land Registration Acts of the Property;
- (ii) create or knowingly permit to arise or subsist any overriding interest affecting the Property within the definition in the Land Registration Acts; or
- (iii) permit any person to become entitled to any proprietary right or interest which might reasonably be expected adversely to affect the value of the Property or any other Charged Asset thereon.

4.9.2 The costs incurred by the Bank in lodging from time to time a notice or restriction against registration of the Property shall be deemed to be costs properly incurred by it under this Deed.

4.10 Insurances

4.10.1 The Mortgagor shall effect insurance of the Charged Assets, all such insurances to be in amount and in form and with an insurance company or underwriters acceptable to the Bank (acting reasonably).

4.10.2 The Mortgagor must procure that at all times:

- (i) the Bank is named as co-insured on each such insurance policy but without any liability on the part of the Bank for any premium in relation to those insurances; and
- (ii) every such policy complies with the following requirements:
 - (a) it must contain:
 - a non-invalidity and non-vitiation clause under which the insurances will not be vitiated or avoided as against any insured party or the Bank as a result of any misrepresentation, non-disclosure, or breach of any policy term or condition on the part of the insured party, the Bank or any agent of the insured party or any circumstances beyond the control of the insured party or the Bank; and
 - a waiver of the rights of subrogation of the insurer as against the Mortgagor, the Bank and the tenants of the Property.
 - (b) the insurers must give at least 30 days' notice to the Bank if any insurer proposes to repudiate, rescind or cancel any insurance policy, to treat it as avoided in whole or in part, or treat it as expired due to non-payment of premium or otherwise decline any valid claim under it by or on behalf of any insured party or the Bank and must give the Bank the opportunity to rectify any such non-payment of premium within the notice period.

4.10.3 If the Mortgagor fails to comply with any of the provisions of this clause, the Bank shall immediately be entitled to effect the insurances concerned at the expense of the Mortgagor.

4.10.4 Except as provided below, the proceeds of any insurance in respect of physical damage must be used towards replacing, restoring or reinstating the Property.

4.10.5 At the Bank's request insurance proceeds in respect of physical damage shall be used to prepay the Secured Liabilities and until such payment occurs the Mortgagor shall hold the insurance proceeds on trust for the Bank (the perpetuity period for which trust shall be 125 years).

6.3 Statutory power of leasing

The Bank shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Bank shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

6.4 Contingencies

6.4.1 If the Bank enforces the security constituted by this Deed at a time when no amount in respect of the Secured Liabilities is due and payable, the Bank (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

6.4.2 The Bank may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:

- (i) paying all costs, charges and expenses incurred and payments made by the Bank (or the Receiver) in the course of such enforcement;
- (ii) paying remuneration to the Receiver as and when the same becomes due and payable; and
- (iii) paying amounts due and payable in respect of the Secured Liabilities as and when the same become due and payable.

6.5 Power of sale and right of consolidation

Sections 93 and 103 of the Law of Property Act 1925 do not apply to the security constituted by this Deed.

7 APPOINTMENT AND POWERS OF RECEIVER

7.1 Appointment

7.1.1 At any time on or after the Enforcement Date, or if requested by the Mortgagor, the Bank may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Charged Assets or any part thereof.

7.1.2 Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Bank may specify to the contrary in the appointment.

7.1.3 The Bank may (subject to section 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place and may (subject to the provisions of any applicable law) replace an administrator of the Mortgagor previously appointed by the Bank where there is a vacancy in such office.

7.2 Receiver as agent

A Receiver shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration.

7.3 Powers of Receiver

A Receiver shall have all the powers conferred from time to time on receivers, administrative receivers and administrators by statute and power on behalf and at the expense of the Mortgagor to do, or omit to do, anything which the Mortgagor could do, or omit to do, in relation to the Charged Assets or any part thereof including:

7.3.1 take possession of, collect and get in, and give a good discharge for, all or any of the Charged Assets; and/or

7.3.2 exercise in respect of the Charged Assets all voting or other powers or rights available to a registered or other holder in such manner as he may think fit; and/or

9 PROTECTION OF THIRD PARTIES

9.1 Deemed right to enforce

In favour of any purchaser (as defined in section 205 of the Law of Property Act 1925) or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred on the Bank by the Law of Property Act 1925, as varied and extended by this Deed, shall be deemed to arise, immediately after the execution of this Deed.

9.2 No enquiry required

No purchaser or other person dealing with the Bank or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under this Deed has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by, or other dealing with, the Bank or such Receiver or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

10 DELEGATION

The Bank and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made on the terms (including power to sub-delegate) and subject to any regulations which the Bank or such Receiver (as the case may be) may think fit. Neither the Bank nor any Receiver will be in any way liable or responsible to the Mortgagor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

11 INDEMNITIES

11.1 Enforcement costs

The Mortgagor shall on demand, indemnify the Bank against any cost, loss or liability incurred by the Bank or by any Receiver as a result of the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Assets.

11.2 Indemnity from Charged Assets

The Bank and any Receiver, attorney, agent or other person appointed by the Bank under this Deed and the officers and employees of the Bank and any such Receiver, attorney, agent or other person (each an "Indemnified Party") shall be entitled to be indemnified out of the Charged Assets in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:

11.2.1 anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed; or

11.2.2 any breach by the Mortgagor of any of its obligations under this Deed; or

11.2.3 any claim made or asserted against an Indemnified Party which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

12 POWER OF ATTORNEY

12.1 Power of attorney

Each Mortgagor, by way of security (and to secure proprietary interests of any delegates), irrevocably appoints each of the Bank and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf:

12.1.1 to execute and complete any documents or instruments which the Bank or such Receiver may require for perfecting the title of the Bank to the Charged Assets or for vesting the same in the Bank, its nominee or any purchaser;

2003 and Section 49(3) of the Land Registration Act 2002 the Bank hereby applies to the Chief Land Registrar to enter a note of such obligation on the register of each of the titles referred to in clause 13.3.1.

13.4 No responsibility for loss

Neither the Bank nor any Receiver shall be responsible for any loss occasioned by the timing of the exercise of its powers under this Deed.

13.5 No liability as mortgagee in possession

Neither the Bank nor any Receiver shall be liable to account as mortgagee or heritable creditor in possession in respect of all or any of the Charged Assets or be liable for any loss on realisation or for any neglect or default of any nature whatsoever for which a mortgagee or heritable creditor in possession may be liable as such.

13.6 Jurisdiction

13.6.1 The courts of England are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or expiration of this Deed or the security and other rights expressed to be created or assigned by this Deed (a "Dispute").

13.6.2 The Mortgagor and the Bank agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no Party will argue to the contrary.

13.6.3 This clause 13.6 is for the benefit of the Bank only. As a result the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

13.7 Waiver of immunity

Each Mortgagor irrevocably and unconditionally agrees not to claim any immunity from proceedings brought by the Bank against it in relation to this Deed and to ensure that no such claim is made on its behalf.

13.8 Tacking

13.8.1 The Bank must perform its obligations under the Facility Letter relating to the provision of credit facilities to the Borrower (including any obligation to make available further advances).

13.8.2 The Mortgagor shall promptly apply on Form CH2 (and the Mortgagor hereby consents to any such application by the Bank) to the Land Registry for a note of such obligation to be entered into on the registers of the Property).

13.9 Counterparts

This Deed 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.

14 CHANGES TO THE PARTIES AND DISCLOSURE

14.1 Assignments and transfers by the Mortgagor

The Mortgagor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

14.2 Assignments and transfers by the Bank and disclosure

The Bank may assign and transfer any of its rights and obligations under this Deed to any person or otherwise grant an interest in them to any person.

This Deed has been entered into as a deed at the date stated at the beginning of this Deed.

SIGNATORIES

Mortgagor

Executed as a deed by **PROFESSIONAL CRIBS**)
1 LIMITED PARTNERSHIP (acting by its)
general partner Professional Cribbs 1 General)
Partner Limited acting by a)
director)


Director

Print name CHARLIE VAUGHAN-LEE

In the presence of:
Witness signature:
Witness name:
Address:

MAX ALLISON - WRIGHT
Max Allison
FLAT 6 229 SANDERSTAD ROAD
SANDERSTAD SURREY CR2 0FF

Executed as a deed by **PROFESSIONAL CRIBS**)
1 GENERAL PARTNER LIMITED acting by a)
director)


Director

Print name CHARLIE VAUGHAN-LEE

In the presence of:
Witness signature:
Witness name:
Address:

MAX ALLISON - WRIGHT
Max Allison
FLAT 6 229 SANDERSTAD ROAD
SANDERSTAD SURREY CR2 0FF

Executed as a deed by **PROFESSIONAL CRIBS**)
NOMINEE LIMITED acting by a)
director)


Director

Print name CHARLIE VAUGHAN-LEE

In the presence of:
Witness signature:
Witness name:
Address:

MAX ALLISON - WRIGHT
Max Allison
FLAT 6 229 SANDERSTAD ROAD
SANDERSTAD SURREY CR2 0FF

For and on behalf of the Bank


Authorised Signatory

HBUKJ/09102015/10:54:05

Resolution re Legal Charge

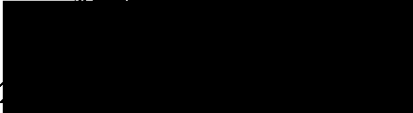
Extract from the Minutes of a Meeting of the Directors

of Professional Cribs Nominee Limited (the "Company")

"After due consideration of all the circumstances and on being satisfied that it is for the benefit of the Company and in the interests of the Company for the purpose of carrying on its business the Company agreed to enter into the legal charge in the form now produced (the "**Legal Charge**") and to deliver the Legal Charge to the Bank.

It was resolved that the Legal Charge be executed and delivered as a deed by the Company either acting by a Director and its Secretary, or by two Directors."

I hereby certify that the foregoing is a true extract from the Minutes of a Meeting of the Directors at which (all appropriate interests having been declared) a quorum entitled to vote was present duly held on the date detailed below and that a true copy of the Legal Charge has been retained by the Company.

Secretary 

Date of Meeting: 20/09/2017

HBUKJ/09102015/10:54:05