



Registration of a Charge

Company name: **CATALINA CLARENCE ROAD MEADVALE LIMITED**
Company number: **10178769**



X6JAMK8E

Received for Electronic Filing: **16/11/2017**

Details of Charge

Date of creation: **14/11/2017**
Charge code: **1017 8769 0002**
Persons entitled: **ARBUTHNOT LATHAM & CO., LIMITED**
Brief description:
Contains fixed charge(s).
Contains negative pledge.
Chargor acting as a bare trustee for the property.

Authentication of Form

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

Authentication of Instrument

Certification statement: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

PITMANS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10178769

Charge code: 1017 8769 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2017 and created by CATALINA CLARENCE ROAD MEADVALE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2017 .

Given at Companies House, Cardiff on 20th November 2017

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



Companies House



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

DATE 14 November

2017

CATALINA CLARENCE ROAD MEADVALE LIMITED

and

ARBUTHNOT LATHAM & CO., LIMITED

SECURITY AGREEMENT
IN RESPECT OF BUILDING CONTRACT


LAW FOR YOU AND YOUR BUSINESS

I hereby certify this to be a true
and complete copy of the original

Signed,



The Anchorage
34 Bridge Street
Reading RG1 2LU

Ref: ARB00005/118

Pitmans LLP
107 Cheapside
London
EC2V 6DN

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THIS DEED is made on 14 November 2017

BETWEEN

- (1) **CATALINA CLARENCE ROAD MEADVALE LIMITED** a company registered in England with number 10178769 and having its registered office at 2nd Floor Office, 2 Central Parade, 101 Victoria Road, Horley, England RH6 7PH (the "**Chargor**"),
- (2) **ARBUTHNOT LATHAM & CO., LIMITED**, (00819519) and whose registered office is at Arbuthnot House, 7 Wilson Street, London, EC2M 2SN ("**Lender**") which term shall include all permitted assignees under this Agreement

WHEREAS

- (A) The Lender has agreed to make certain credit facilities available to the Chargor.
- (B) The Chargor have agreed to provide security to the Lender to secure the payment and discharge of the Secured Liabilities on the terms set out in this Deed.

IT IS AGREED as follows:

1 Interpretation

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925

Bank Office means the office of the Lender at Arbuthnot House, 7 Wilson Street, London, EC2M 2SN (attention: Christopher Bland) or such other office/address as the Lender may notify to the Chargor from time to time.

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

Controlled Proceeds means any moneys from time to time received or receivable under or in respect of or relating to the Specified Contract.

Default Rate means the rate at which default interest is chargeable under any Finance Document (if any).

Development means the new build of a 3 bedroom dwelling at Clarence Road, Redhill RH1 6NG.

Event of Default means any default by the Chargor in relation to the payment or performance of any of the Secured Liabilities.

Facility Agreement means a facility agreement dated 6 June 2017 and made between the Lender (1) and the Chargor (2) relating to the new build of a 3 bedroom detached house at 2 Clarence Road, Redhill and to cover the Lender's arrangement fee, associated professional fees and to provide interest roll-up throughout the facility

Finance Document has the meaning given to such term in the Facility Agreement.

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Secured Liabilities means all present and future obligations and liabilities of any nature (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Lender arising under any Finance Document entered into by the Chargor relating to the Development.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of or which has the effect of granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdictions having a similar effect.

Security Assets means all assets of the Chargor the subject of any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Specified Contracts means the building contract set out in Schedule 1 (*Contracts*) together with (a) all Controlled Proceeds from time to time arising and all other claims relating to the Specified Contract and (b) any rights which the Chargor may have against any other person relating to the Specified Contract including under any guarantee security or other support given in respect of any person who owes any obligations to the Chargor under such document.

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in this Deed to:

- (a) this **Deed** or any other Finance Document is a reference to this Deed or such Finance Document as amended, varied, novated, supplemented and replaced from time to time;
- (b) this **Security** means any Security created by this Deed;
- (c) the **Chargor**, the **Lender** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any are permitted);
- (d) the **Lender** or a **Receiver** includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
- (e) a document in **agreed form** is a document which is previously agreed in writing by or on behalf of the Chargor and the Lender or, if not agreed, is in the form specified by the Lender;
- (f) **assets** includes present and future properties, revenues and rights of every description;
- (g) **guarantee** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

- (h) **Indemnify and indemnifying** means any person against any circumstance includes indemnifying and keeping him harmless from all claims, demands, actions and proceedings from time to time made against him and all loss or damage and all payments, costs, expenses, fines and charges made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;
- (i) **notice** includes any notice, demand, consent or other communication;
- (j) a **person** includes any individual, firm, company, corporation, body corporate, unincorporated organisation, consortium, government, state or agency or department of a state or any association, trust or partnership (whether or not having separate legal personality) executors, administrators or successors in title of any of the foregoing or two or more of the foregoing;
- (k) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (l) **writing or written** includes faxes but not e-mail;
- (m) a provision of law is a reference to that provision as amended or re-enacted;
- (n) Section, Clause and Schedule headings are for ease of reference only;
- (o) clauses and schedules is to clauses and schedules of this Deed and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear and any schedule to this Deed shall have the same force and effect as if set out in the body of this Deed;
- (p) a time of day is reference to London time;
- (q) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (r) general words shall not be given a restrictive meaning:
 - (i) if they are introduced by the word **other** or **including** or similar words;
 - (ii) by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
 - (iii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words.
- (s) a defined term used in any Finance Document shall have the same meaning if used in this Deed (unless otherwise defined herein); and

1.2.2 If the Lender considers that an amount paid to the Lender under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

1.2.3 The provisions of Clauses 10 (Fees) of the Facility Agreement shall apply (to the extent applicable) with the necessary changes being made, as is set out in full in this Deed.

1.2.4 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

1.3 Third Party Rights

1.3.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.3.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.4 Effect as a Deed

It is intended that this document takes effect as a deed notwithstanding the fact that a Party to it may only execute it under hand.

2. Creation of Security

2.1 General

2.1.1 All the security created under this Deed:

- (a) is created in favour of the Lender;
- (b) is created over present and future assets of the Chargor;
- (c) is security for the payment of all the Secured Liabilities; and
- (d) is made with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)

2.2 Trust

2.2.1 Subject to Clause 2.2.2, if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Chargor shall hold it on trust for the Lender.

2.2.2 If the reason referred to in Clause 2.2.1 is that:

- (a) a consent or waiver must be obtained; or
- (b) a condition must be satisfied,

then:

- (i) subject to Clause 2.2.3, the Chargor shall apply for the consent or waiver; and
- (ii) the Chargor shall use all reasonable endeavours to satisfy the condition,

in each case within 14 days of the date of this Deed or, if the Security Asset is acquired after the date of this Deed, within 14 days of the date of acquisition.

2.2.3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall:

- (a) use all reasonable endeavours to obtain it as soon as possible; and
- (b) keep the Lender informed of the progress of the negotiations to obtain it.

- 2.2.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 2 and, in relation to such Security Asset, the trust referred to in Clause 2.2.1 shall terminate.

2.3 Contracts - Charge

The Chargor charges by way of fixed charge all its rights in respect of the Specified Contract.

3. Representations and Warranties - General

The Chargor makes the representations and warranties set out in this Clause 3 to the Lender.

3.1 Legal Validity

The obligations expressed to be assumed by the Chargor in this Deed are legal, valid, binding and enforceable obligations.

3.2 Nature of Security

This Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

3.3 Immunity

It is not entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to this Deed.

3.4 The Contracts

The Chargor represents to the Lender that:

- (a) all payments to it by any other party to the Specified Contract are not subject to any right of set-off or similar right;
- (b) the obligations contained in the Specified Contract constitute legally binding, valid and enforceable obligations on each person upon whom such obligations are imposed;
- (c) the Chargor has provided to the Lender a true complete and up to date copy of the Specified Contract and there have been no oral or other variations or supplemental terms agreed in respect of the matters contemplated by the Specified Contract;
- (d) it is not in default of any of its obligations, nor (to the best of its knowledge and belief) is any other person party to it in default of such person's under the Specified Contract;
- (e) there is no prohibition on assignment or the creation of any Security over the Specified Contract; and
- (f) its entry into and performance of this Deed will not conflict with any term of the Specified Contract.

3.5 Times for Making Representations and Warranties

- 3.5.1 The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed.

3.5.2 Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be repeated by the Chargor on each date during the Security Period.

3.5.3 When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition.

4 Undertakings In respect of the Specified Contract

4.1 No Security

The Chargor may not:

- (a) create or permit to subsist any Security on any Security Asset; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly allowed under any Finance Document.

4.2 Preservation

The Chargor may not without the prior consent of the Lender:

- (a) ~~amend or waive any term of, or release any person from any obligation under the~~ Specified Contract to which it is a party;
- (b) give or agree to give any time or other indulgence to any Contractor in respect of its obligations in respect of the Specified Contract;
- (c) make or agree to any claim that the Specified Contract is in any manner frustrated, rescinded, terminated, repudiated or otherwise at an end or that any Contract is in any way waived or discharged;
- (d) rescind, cancel or terminate any Contract or accept any breach of it or default thereunder as repudiatory; or
- ~~(e)~~ take or omit to take any action which might jeopardise the existence or enforceability of the Specified Contract.

4.3 Chargor's Performance

The Chargor must duly and promptly perform its obligations, and diligently pursue its rights, under the Specified Contract to which it is a party at its own expense including bringing proceedings as may be necessary or advisable to preserve or protect the Chargor's interests or those of the Lender in the Specified Contract.

4.4 Information

4.4.1 The Chargor must promptly and diligently notify the Lender in writing of any breach of the terms of the Specified Contract and the steps which the Chargor has taken or intends to take to enforce its rights in relation to any such breach.

4.4.2 The Chargor must supply the Lender and any Receiver with copies of the Specified Contract and any information and documentation relating to the Specified Contract requested by the Lender or any Receiver.

4.5 Notices of Charge

The Chargor must:

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 2 (*Forms of Letter for the Specified Contract*), on each counterparty to the Specified Contract; and
- (b) use its reasonable endeavours to procure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (*Forms of Letter for the Specified Contract*).

5. No Obligation Imposed on the Lender

- 5.1 The exercise by the Lender of any of its rights under this Deed shall not release the Chargor from any of its duties or obligations under the Specified Contract;
- 5.2 The Lender shall not be under any obligation or liability under the Specified Contract to any party to such Specified Contract by reason of this Deed or anything done or omitted to be done by the Lender pursuant to it.
- 5.3 The Lender shall not be obliged to:
 - 5.3.1 assume or be under any obligation in any manner to perform or fulfil any of the Chargor's obligations under or pursuant to the Specified Contract; or
 - 5.3.2 make any payment under the Specified Contract; or
 - 5.3.3 enforce against any party to the Specified Contract (other than the Chargor) any obligation imposed on such person under the Specified Contract; or
 - 5.3.4 make any enquiry as to the nature or sufficiency of any payment received under or pursuant to this Deed.

6. When Security Becomes Enforceable

6.1 Event of Default

This Security will become immediately enforceable:

- (a) on the occurrence of an Event of Default; or
- (b) if the Chargor so requests.

6.2 Discretion

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of this Security in any manner it sees fit.

6.3 Power of Sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

7. Enforcement of Security

7.1 General

- 7.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

7.1.2 Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security

7.1.3 To the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, the Lender may appropriate it and transfer the title in it to itself, insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18.

7.2 No Liability as Mortgagee in Possession

Neither the Lender nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

7.3 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

7.4 Protection of Third Parties

No person (including a purchaser) dealing with the Lender or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Lender or a Receiver is to be applied.

7.5 Redemption of Prior Mortgages

7.5.1 At any time after this Security has become enforceable, the Lender may:

- (a) redeem any prior Security against any Security Asset;
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

7.5.2 The Chargor must pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

7.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

8. Receiver

8.1 Appointment of Receiver

8.1.1 Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- (a) this Security has become enforceable; or
- (b) the Chargor so requests the Lender in writing at any time.

8.1.2 Any appointment under Clause 8.1.1 may be by deed, under seal or in writing under its hand.

8.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

8.1.4 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

8.2 Removal

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

8.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply.

8.4 Agent of the Chargor

8.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.

8.4.2 The Lender will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

8.5 Relationship with the Lender

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

9. Powers of Receiver

9.1 General

9.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes all the rights, powers and discretions:

- (a) in the case of an administrative receiver, conferred on an administrative receiver under the Insolvency Act 1986;
- (b) of the Lender under this Deed;
- (c) which are specified in Schedule 1 of the Insolvency Act 1986 in relation to, and to the extent applicable to, the Security Assets or any of them (whether or not the Receiver is an administrative receiver within the meaning of the Insolvency Act 1986) together with the additional powers set out in Schedule 3 (*Additional Powers of Receiver*); and
- (d) in relation to any Security Asset, which he would have if he were its only and absolute beneficial owner.

9.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

9.2 Other Powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for exercising any of the powers or carrying out any of the purposes referred to in this Clause 9.

10. Application of Proceeds

10.1 Any moneys received by the Lender or any Receiver after this Security has become enforceable must be applied in the following order:

- (a) **first**, in or towards the payment of any unpaid costs and expenses of the Lender and any Receiver under this Deed or which are incidental to the Receiver's appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
- (b) **second**, in or towards payment of or provision for all costs and expenses incurred by the Lender or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- (c) **third**, in or towards the discharge of liabilities having priority to the Secured Liabilities;
- (d) **fourth**, in or towards payment of or provision for the Secured Liabilities; and
- (e) **fifth**, in payment of the surplus (if any) to the Chargor or other person entitled to it.

10.2 This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of the Lender to recover any shortfall from the Chargor.

11. Costs and Indemnity

11.1 If the Chargor requests an amendment, waiver, consent or release of or in relation to this Deed, the Chargor shall within three Business Days of demand, reimburse the Lender for the amount of all cost and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiation or complying with that request or requirement.

11.2 The Chargor shall within three Business Days of demand, pay the Lender or any Receiver the amount of any costs and expenses (including legal fees) reasonably incurred by the Lender or any Receiver in connection with the enforcement of or the preservation of any rights under this Deed or the investigation of any possible Event of Default.

11.3 The Chargor shall indemnify the Lender and any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which becomes payable at any time by any of them;
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or performance or enforcement of this Deed;
- (d) carrying out or purporting to carry out any of the rights, powers, discretions conferred on them by or permitted under this Deed;
- (e) any breach by the Chargor of any of its covenants or other obligations to the Lender,

except in the case of gross negligence or wilful misconduct on the part of that person.

12. Delegation

12.1 Power of Attorney

The Lender or 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.

12.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Lender or any Receiver may think fit.

12.3 Liability

Neither the Lender nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

13. Further Assurances

13.1 The Chargor must, at its own expense, take whatever action the Lender or a Receiver may require for:

- (a) creating, perfecting or protecting any Security intended to be created by this Deed;
- or

- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

15.2 This includes:

- (a) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Lender or to its nominee; or
- (b) the giving of any notice, order or direction and the making of any registration,

which in any such case, the Lender may think expedient.

14. Power of Attorney

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

15. Changes to the Parties

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

15.2 The Chargor consents to any assignment of the Lender's rights and any transfer of the Lender's obligations under this Deed.

15.3 The Chargor shall, immediately upon requested to do so by the Lender and at the cost of the Chargor, enter into such documents as may be necessary or desirable to effect any assignment or transfer referred to in Clause 15.2.

16. Miscellaneous

16.1 Covenant to Pay

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents relating to the Development.

16.2 Continuing Security

This Security is a continuing security and shall remain in full force and effect during the Security Period and shall not be discharged by any intermediate discharge or payment on account of the Secured Liabilities or any settlement of account.

16.3 New Accounts

16.3.1 If any subsequent charge or other interest affects any Security Asset, the Lender may open a new account with the Chargor.

16.3.2 If the Lender does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other account.

16.3.3 As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

16.4 Discharge of Security

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Lender shall, unless any third party has any subrogation or other rights in respect of the Security created by this Deed at that time, or shall procure that its appointees will, at the request and cost of the Chargor:

- (a) release the Security Assets from this Deed; and
- (b) re-assign to the Chargor those Security Assets that have been assigned to the Lender pursuant to this Deed.

17. Governing Law and Enforcement

17.1 Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

17.2 Jurisdiction

17.2.1 The English courts have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with this Deed.

17.2.2 The English courts are the most appropriate and convenient courts to settle any such dispute in connection with this Deed. The Chargor agrees not to argue to the contrary and waives objection to those courts on the grounds of inconvenient forum or otherwise in relation to proceedings in connection with this Deed.

17.2.3 This Clause 17.2 is for the benefit of the Lender only. To the extent allowed by law the Lender may take:

- (a) proceedings in any other court; and
- (b) concurrent proceedings in any number of jurisdictions.

17.2.4 References in this Clause 17.2 to a dispute include any dispute as to the existence, validity or termination of this Deed.

17.3 Notices

17.3.1 Every notice or other communication made under this Deed shall unless otherwise stated be in writing (by way of letter or facsimile transmission) and shall be given:

- (a) in the case of the Chargor to its registered office; and
- (b) in the case of the Lender to the Bank Office and marked for the attention of the person notified to the Chargor by the Lender.

17.3.2 Every notice or other communication sent by the Lender shall be deemed to have been received:-

- (a) in the case of a letter when delivered personally or two days after its posting by first class post; and
- (b) in the case of a facsimile transmission when despatched

17.3.3 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender.

This document is executed as a deed and is delivered by the parties or their duly authorised representatives on the date written at the beginning of it.

Schedule 1
Specified Contract

A building contract dated 18 June 2017 made between the Chargor (1) and Peter Ray Design Limited (company number: 06671047) as Contractor (2) for effecting the Development.

Schedule 2
Forms of Letter for Specified Contracts

Part 1
Notice to Counterparty

To: Peter Ray Design Limited (company number: 06671047)
10 Heath Drive
Sutton
England
SM2 5RP

Date: 2017

Dear Sirs,

Security Agreement dated 2017 between Catalina Clarence Road Meadvale Limited being the Chargor and Arbuthnot Latham & Co., Limited as the Lender (Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have granted a fixed Charge to Arbuthnot Latham & Co., Limited (Lender) of all our rights in respect of a building contract dated 18 June 2017 as more particularly described on Schedule 1 to the Security Agreement (Contract).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

Save as set out in the next paragraph, we will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Lender to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Lender or as it directs.

We irrevocably instruct and authorise you

- 1. to disclose to the Lender such information concerning the Contract as the Lender may at any time request you to disclose to it;
- 2. to make all payments under or arising in relation to the Contract to the Lender or to its order; and
- 3. to comply to the same extent as you would have done so if the same had been given by us prior to this letter with any notice, instructions or request received from time to time from the Lender relating to the Contract.

Please note that we have agreed that we will not amend or waive or release any provision of or terminate the Contract or agree that any part of the Contract is frustrated or amend the terms of this notice without the prior consent of the Lender.

This letter is governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at Arbutnot House, 7 Wilson Street, London, EC2M 2SN (for the attention of Christopher Bland).

Yours faithfully,

For and on behalf of Catalina Clarence Road Meadvale Limited

Part 2
Acknowledgement of Counterparty

To: Arbutnot Latham & Co., Limited,
Arbutnot House,
7 Wilson Street,
London,
EC2M 2SN as Lender

Copy: Catalina Clarence Road Meadvale Limited

Date 2017

Dear Sirs,

We confirm receipt from Catalina Clarence Road Meadvale Limited (the **Chargor**) of a notice dated 2017 of a fixed charge being granted to the Lender on the terms of the Security Agreement dated 2017 of all the Chargor's rights in respect of a building contract dated 18 June 2017 as more particularly described in Schedule 1 to that security agreement (**Contract**).

We confirm that:

- (a) we consent to the grant of a fixed charge of the Contract;
- (b) we have not received notice of any previous assignments or charges of or over any of the Chargor's rights under or relating to the Contract; and
- (c) we will comply with the terms of the notice referred to above.

We confirm that we will pay all sums due, and give notices, under the Contract to the Lender as directed in that notice.

We also confirm that we will not object to any enforcement by the Lender of its rights under the Security Agreement in respect of the Contract and, to the extent that our consent is required, we will consent to any assignment of the Contract to any person by the Lender or its Receiver under the Security Agreement

This letter is governed by English law,

Yours faithfully,

(Director)
Peter Ray Design Limited

Schedule 3

Additional Powers of Receiver

In addition to the powers conferred by the Act on receivers and those conferred by Clause 9, each Receiver shall have the powers to take any of the actions set out in this Schedule.

1. Possession

To take immediate possession of, get in and collect any Security Asset.

2. Security Assets

2.1 To manage the Security Assets.

2.2 To give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

2.3 To delegate his powers in accordance with this Deed.

3. Borrow and Lend Money

3.1 To raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

3.2 To lend money or advance credit to any customer of the Chargor.

4. Sale of Assets

4.1 To sell, exchange, surrender, renounce, deal with, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.

4.2 The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

5. Legal Actions and Compromise

5.1 To bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

5.2 To settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

6. Subsidiaries

6.1 To form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

6.2 To promote, incorporate, manage, wind up either alone or with others any company either for the purposes of taking a conveyance, transfer, assignment assignation or lease of or other interest in any Security Asset in each case where it is desirable or convenient to do so and/or in connection with of all or any of the powers contained in this Deed as the Lender or a Receiver may consider expedient.

7.

Protection of Assets

To effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset.

SIGNATORIES

**Signed and Delivered as a deed by
Catalina Clarence Road Meadvale
Limited acting by a director**

Director

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

**Signed and Delivered as a deed by
Arbuthnot Latham & Co.,
Limited
acting by an authorised signatory**

Authorised Signatory

Full Name

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation: