



Registration of a Charge

Company name: **TIERRA SM4 LIMITED**

Company number: **10345764**

Received for Electronic Filing: **11/01/2017**



X5XVJOIQ

Details of Charge

Date of creation: **05/01/2017**

Charge code: **1034 5764 0004**

Persons entitled: **CARRISBROOKE LIMITED**

Brief description: **84 QUEEN MARY AVENUE, MORDEN SM4 4JR REGISTERED AT HM LAND
REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER SY112188**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DWFM BECKMAN SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10345764

Charge code: 1034 5764 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th January 2017 and created by TIERRA SM4 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2017 .

Given at Companies House, Cardiff on 12th January 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**

DATED 5 JANUARY 2017 ~~2016~~

SECOND LEGAL CHARGE

1. **TIERRA SM4 LIMITED**
2. **CARRISBROOKE LIMITED**

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This Legal Charge is made on 5 JANUARY 2017

Parties

- (1) **TIERRA SM4 LIMITED** incorporated and registered in England and Wales with company number 10345764 whose registered office is at Kings Works, Kings Road, Teddington, TW11 0QB (**Borrower**)
- (2) **CARRISBROOKE LIMITED** incorporated and registered in England and Wales with company number 09995716 whose registered office is at Mulberry House Inhurst Lane, Baghurst, Basingstoke, Hampshire, RG26 5JS (**Lender**)

IT IS AGREED as follows:

1. Definitions and interpretation

- 1.1 In this Legal Charge, unless the context otherwise requires, the following words have the following meaning:

Associated Rights

means, in relation to any asset all proceeds of sale of such asset, all rights powers, benefits covenants warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset and any money and proceeds paid or payable in respect of such asset;

Business Day

means a day (other than a Saturday or Sunday or Bank Holiday) on which clearing banks in the City of London are open for banking business during banking hours

Charged Contracts

means any agreements and contracts entered into by the Borrower in connection with the Property or any development thereon including all rights and claims against any tenants subtenants licensees or other occupiers of any such Property from time to time and any contractors builders developers and professional advisors engaged from time to time and all guarantors and sureties for the obligations of any of the above

Environment

means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air

within natural or man-made structures, whether above or below ground);

- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water);

Environment Claim

means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law;

Environment Law

means any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste

Environmental Permits

means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of the Borrower conducted on or from the Property

Equipment

means the plant machinery equipment furniture and 'other Chattels now or at any time at the Property;

Event of Default

means any event set out in clause 11.2 and each and every event of default howsoever described in the Finance Documents

Facility Agreement

means a facility agreement dated [20 December 2016] as the same may be amended substituted or supplemented from time to time and made between the Lender and the Borrower

Finance Document

means the Facility Agreement, this Legal Charge and any other document guaranteeing or creating security for or supporting the obligations of the Borrower or any other person to the Lender in connection with the Secured Liabilities

Insurances

means all contracts or policies of insurance of whatever nature relating to the Property and any development which from time to time are taken out or maintained by or on behalf of the Borrower or (to the extent of its relevant interest) in which the Borrower has an interest;

Insurance Proceeds

means the proceeds of any insurance claim received by the Borrower together with the benefit of all bonuses profits premium returns and other benefits of whatever nature arising by virtue of the Borrower's ownership of any Insurances;

Interest Rate

means the rate specified in the Facility Agreement;

LPA

means the Law of Property Act 1925;

Permitted Encumbrances

means any encumbrance existing at the date hereof which is disclosed in writing by the Borrower to the Lender and specifically approved by the Lender for the purposes of this Legal Charge;

Property

means the Property more particularly described in Schedule 1 together with any buildings fixtures fittings fixed plant or machinery from time to time situated on or forming part of the Property. Any reference to "Property" also includes a reference to each separate part or parts of the Property;

Receiver

means any receiver or manager or receiver and manager appointed by the Lender over all or any of the Secured Assets pursuant to this Legal Charge whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

Rental Income

means the aggregate of all amount paid or payable to or for the account of the Borrower in connection with the letting, licence or grant of other rights to the use or

occupation of any part of the Property including each of the following amounts:

- (a) rent licence fees and equivalent amounts paid or payable;
- (b) sum equal to any apportionment of rent allowed in favour of the Borrower;
- (c) any other monies paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on the Property including any for display or advertisement on licence or otherwise;
- (d) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (e) any sum paid or payable or the value of any consideration given for the grant surrender amendment supplement or extension of any occupational lease or other document;
- (f) any sum paid or payable in respect of any breach of covenant or dilapidations under any occupational lease or other document;
- (g) any sum paid or payable by or distribution received or receivable from any guarantor under any occupational lease or other document;
- (h) Interest paid or payable on any damages compensation or settlement paid or payable in respect of any sum referred to above (less any fees and expenses incurred by the Borrower);

Secured Liabilities

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally as principal guarantor surety or in any other capacity whatsoever) and whether on any current advance overdraft loan or other amount of the Borrower to the Secured Parties together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under any Finance Document or any other document evidencing or securing any such liabilities together with interest on the sum due from day to day from demand until full discharge (as well as after as before judgement or the insolvency of the Borrower

at the Interest Rate);

Secured Parties means the Lender and any Receiver and "**Secured Party**" means any of the Secured Parties;

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Secured Assets means all the undertaking and the assets rights and property of the Borrower which are the subject of this Legal Charge and includes any part of or any interest in them;

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.2 All terms defined in the Facility Agreement which are used in this Legal Charge shall bear the same meaning as in the Facility Agreement unless the context requires otherwise and in the event of any conflict between the meaning of any term as defined in the Facility Agreement and in this Legal Charge then the definition in this Legal Charge shall prevail.

1.3 Clause headings are inserted for ease of reference only and are not to affect the interpretation of this Legal Charge.

1.4 References to a person are to be construed to include corporations firms companies partnerships individuals associations states and administrative and governmental and other entities whether or not a separate legal entity.

1.5 References to any person are to be construed to include references to the respective person's successors transferees and assigns whether direct or indirect.

1.6 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 Legal Charge) and are to include any orders regulations instruments or other subordinated legislation made under or deriving validity from that statutory provision.

2 Covenant to Pay

2.1 The Borrower covenants with the Lender it will on demand pay discharge and perform the Secured Liabilities when they become due.

2.2 The Borrower shall pay interest to the date of payment or discharge (notwithstanding any demand or any judgment obtained by the Lender or the liquidation or administration of or any arrangement or composition with creditors by the Borrower) at the Interest Rate upon such terms the Lender may determine. Such interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Lenders but

without prejudice to the right of the Lender to require payment of such interest.

- 2.3 All sums payable by the Borrower under this Legal Charge shall be paid without any set-off counterclaim withholding or deduction whatsoever unless required by law in which event the Borrower will simultaneously with making the relevant payment under this Legal Charge pay to the Lender such additional amount as will result in the receipt by the Lender of the full amount which would otherwise have been receivable and will supply the Lender promptly with evidence satisfactory to the Lender that the Borrower has accounted to the relevant authority for the sum withheld or deducted.

3 Charge

- 3.1** The Borrower with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Lender:

- (a) **Legal mortgage on the Property** - by way of second legal mortgage, the Property;
- (b) **Fixed charges** - by way of fixed charge, all Associated Rights in relation to its Property;
- (c) **Fixed charges in respect of Rental Income** - to the extent that such Rental Income is incapable for any reason of being effectively assigned pursuant to Clauses 3.2(c) but is capable of being effectively charged, by way of first fixed charge any Rental Income and all sums paid or payable and any other consideration given in money or money's worth for the disposal of an interest in all or part of the Property and the right to make demand for and receive the same;
- (d) **Fixed charges in respect of Equipment** - by way of fixed charge:
 - (i) The Equipment (if any) (but not including any assets which are subject to a valid legal mortgage or a valid fixed charge under clauses 3.1(a) or 3.1(b),
 - (ii) the benefit of all Associated Rights relating to such Equipment;
- (e) **Fixed charges in respect of Insurances** - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2(d) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Borrower and all Insurance Proceeds either now or in the future held by or payable to the Borrower or in which the Borrower otherwise has an interest (to the extent of such interest);

3.2 Assignments by way of security

As further continuing security for the payment of the Secured Liabilities, the Borrower assigns absolutely to the Lender all (if any) its rights, title and interest in and to the following assets:

- (a) **Charged Contracts** - the Charged Contracts and the benefit of any rents, fees, payments, income or other benefit in respect of the Charged Contracts;

- (b) **Leases** - any lease to which the Borrower is a party;
- (c) **Rental Income** - any Rental Income and all sums paid or payable and any other consideration given in money or money's worth for the disposal of an interest in all or part of the Property and the right to make demand for and receive the same;
- (d) **Insurances and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds of the Borrower;

3.3 Notice of charge or assignment

- (a) The Borrower shall, promptly upon receiving a request to that effect from the Lender, give notice of each charge or assignment of all (if any) its right, title and interest in and to:
 - (i) the Insurances and Insurance Proceeds, by sending a notice in such form as the Lender may require to each of the other parties to the Insurances; and
 - (ii) the Charged Contracts, by sending a notice in such form as the Lender may require each of the other parties to the Charged Contracts.
- (b) The Borrower shall use its best endeavours to procure that, within 14 days of the date of its receiving a request under Clause 3.3(a) to give notice to the relevant other party, each such other party delivers an acknowledgement to the Lender.

3.4 Continuing security

The provisions of this Legal Charge will apply at all times

- (a) regardless of the date on which any of the Secured Liabilities was incurred; and
- (b) in respect of the full amount of the Secured Liabilities at the relevant time even if, at some other time, the amount of the Secured Liabilities has been less than the amount at the relevant time or there has been no part of the Secured Liabilities outstanding.

3.5 Miscellaneous

- (a) All the Security created by this Legal Charge by the Borrower is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) Clause 3.1(b) to 3.1(e) inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such Clause were expressed, separately and specifically, to have been made subject to a first fixed charge; and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such.

4. Negative pledge and restrictions on dealings

- 4.1 The Borrower shall not create or permit to subsist or arise any Security over any of its assets.
- 4.2 Clause 4.1 shall not apply to Permitted Security.
- 4.3 The Borrower shall not sell, transfer, assign, licence, lease, hire out, grant, lend, discount, factor, exchange, compound, set-off, grant time or indulgence in respect of or otherwise dispose of any Secured Asset or the equity of redemption therein or permit any person to do any such thing.
- 4.4 Clause 4.3 shall not apply to any dealing:
- (a) made with the prior written consent of the Lender;
 - (b) expressly permitted under any Finance Document; or

5. General Covenants by the Borrower

5.1 The Borrower covenants with the Lender in the terms of the following provisions:

- (a) **Perform** - it will at all times comply with the terms (express or implied) of this Legal Charge and of all Finance Documents.
- (b) **Not jeopardise Security** - it will not (will procure that no nominee will) do or omit to do anything, or allow anything to be done or omitted, the result of which may be in any way to depreciate, jeopardise or otherwise prejudice the value to the Lender of the Security created by this Legal Charge or the priority of its ranking as expressed in this Legal Charge.
- (c) **Observe covenants** - it will observe and perform all covenants and stipulations from time to time on its part to be performed or observed and affecting any of the Secured Assets or in which it has an interest or the way in which it uses or benefits from such Secured Assets.
- (d) **Observe laws** - it will not do or omit to do or allow anything to be done in relation to the Secured Assets which would infringe any laws affecting (whether directly or indirectly) the Secured Assets and will comply with all notices, orders, injunctions and mandatory proposals served on it, issued or made by any local or other authority or governmental agency, or by its landlords relating to any of the Secured Assets or its use of them, and will serve within any relevant time limit any counter-notice necessary or desirable to preserve the value of any such Secured Assets.
- (e) **Effect registrations** - it will effect all registrations, make all filings or applications and pay all taxes, rents, fees or dues necessary to keep in full force and effect, and where necessary to renew or extend, all the Secured Assets and the Borrower's right to make full use and enjoy the full benefit of the Secured Assets.
- (f) **Proceedings** - at its own cost and expense, it will use its best endeavours to enforce, institute, continue or defend all proceedings affecting the Secured

Assets, their state or condition or continued use or value so as to preserve to the fullest extent the value to the Lender of the Security created by this Legal Charge.

- (g) **Charged Contracts** - it will perform all its obligations under the Charged Contracts in a diligent and timely manner, not make or agree to make any amendments or modifications to the Charged Contracts, nor waive any of its rights under the Charged Contracts, nor exercise any right to terminate any of the Charged Contracts, except, in any case, with the prior written consent of the Lender and will promptly inform the Lender of any material disputes relating to the Charged Contracts.
- (h) **Deposit of documents** - it will ensure at all times from the date of this Legal Charge that all deeds and documents of title relating to the Property, including counterpart leases, licences and any other deeds or documents necessary or desirable to assist the Lender to enforce the Security created by this Legal Charge, all policies of insurance in respect of which the proceeds of any claims are assigned or charged pursuant to this Legal Charge and all such other documents relating to the Secured Assets as the Lender may from time to time reasonably require.
- (i) **Retention of documents** - the Lender may retain any document delivered to it pursuant to Clause 5.1(h) *{Deposit of documents}* or otherwise until the Discharge Date and if, for any reason, the Lender ceases to hold any such document before such time, it may, by notice to the Borrower, require that the relevant document be redelivered to it and the Borrower shall immediately comply (or procure compliance) with such covenants and undertakings.
- (j) **Indemnity** - It will indemnify the Lender and will keep the Lender indemnified against all costs, Taxes, losses and liabilities incurred by the Lender as a result of any default by the Borrower in the performance of any of the obligations expressed to be assumed by it in this Legal Charge. All sums the subject of this indemnity will be payable by the Borrower to the Lender on demand

6. Property Covenants by the Borrower

6.1 Title

The Borrower shall:

- (a) exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Property;
- (b) not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Property;
- (c) promptly take all such steps as may be necessary or desirable to enable the Security created by the Finance Documents to be registered, where appropriate, at the applicable Land Registry, and it will apply to the Land Registrar to enter on the register against the title number of or to be allocated to the relevant Property a restriction in the following terms:

"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 *[date of this Legal Charge]* in favour of Carrisbrooke referred to in the charges register, or its conveyancer"

and, where applicable, notice of an obligation to make further advances;

- (d) submit the relevant applications no later than the date of submission of the initial application for registration of the Security created by this Legal Charge, and pay all fees, costs and expenses incurred in connection with the applications; and
- (e) the Lender, in its absolute discretion, may make any of the applications referred to in clause 6.1(d) in place of the Borrower. In such a case, the Borrower consents to the entry of the relevant restriction and will pay all fees, costs and expenses incurred in connection with the application.

6.2 Leases

- (a) The Borrower shall not without the consent of the Lender, grant or agree to grant any lease dispose of, accept the surrender of, surrender (or agreed to surrender) or let and shall supply the Lender with copies of all leases any amendments and all documents supplemental thereto.
- (b) The Borrower must:
 - (i) diligently collect or procure to be collected all Rental Income;
 - (ii) exercise its rights and comply with its obligations under any lease; and
 - (ii) use its reasonable endeavours to ensure that all tenants comply with the tenant covenants in any leases,

in a proper and timely manner.

- (c) The Borrower shall not exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) any person into occupation of or grant any licence of the whole or any part of the Property.

6.3 Maintenance

The Borrower must keep the Property the Equipment and other Security Assets in good and substantial repair and condition and, as appropriate, in good working order.

6.4 Development

- (a) The Borrower shall not (with the exception of works required in connection with the Development):
 - (i) make or allow to be made any application for planning permission or an amendment to any planning permission in respect of any part of the Property; or
 - (ii) carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of any part of the Property,

- (b) The Borrower must comply in all respects with all planning laws, permissions, agreements and conditions, statutory or regulatory requirements to which the Property may be subject.
- (c) Where the Property 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 other statutory consents and to produce all plans and specifications in relation to development to the Lender for approval and not to amend such plans and specifications in any manner which might diminish the finished value.

6.5 Notices

- (a) The Borrower must, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority or agency or any landlord with respect to the Property (or any part of it):
 - (i) deliver a copy to the Lender; and
 - (ii) inform the Lender of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

6.6 Investigation of title

The Borrower must grant the Lender or its lawyers on request all facilities within its power to enable the Lender or its lawyers to:

- (a) carry out investigations of title to the Property; and
- (b) make such enquiries in relation to any part of the Property as a prudent mortgagee might carry out.

7. Power to remedy

7.1 If the Borrower fails to perform any obligations under the Finance Documents affecting the Property, it must allow and/or procure permission for the Lender or its agents and contractors:

- (a) to enter any part of the Property;
- (b) to comply with or object to any notice served on the Borrower in respect of the Property; and
- (c) to take any action that the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- (d) to complete or procure completion of the Development.

7.2 To pay the costs and expenses incurred by or on behalf of the Lender in connection with any action taken.

7.3 The Lender shall not be obliged to account as mortgagee in possession as a result of any action taken under this Clause 7.

8. Insurances

8.1 The Borrower must ensure that at all times Insurances are maintained in full force and effect, which:

(a) insure the Borrower in respect of its interests in the Property and the plant and machinery on the Property (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) and to:

(i) provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and all other normally insurable risks of loss or damage;

(ii) provide cover for site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation;

(iii) provide cover against acts of terrorism, including any third party liability arising from such acts;

(b) include property owners' liability and third party liability insurance;

(c) insure such other risks as a prudent company in the same business as the Borrower would insure; and

(d) in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Lender.

8.2 The Borrower must ensure that at all times from the commencement of the Development until Practical Completion, contractor's all risk insurance covering contractors and sub-contractors and professional indemnity insurance covering contractors, sub-contractors and consultants with a design responsibility, in each case satisfactory to the Lender, is in place in respect of the Development.

8.3 The Borrower must procure that the Lender (as agent and trustee for the Finance Parties) is named as co-insured under each of the Insurances (other than professional indemnity, public liability and third party liability insurances) but without liability on the part of the Lender for any premium in relation to those Insurances.

8.4 The Borrower must procure that the Insurances (other than professional indemnity insurances) comply with the following requirements:

(a) each of the Insurances must contain:

(i) a non-invalidating and non-vitiating clause under which the Insurances will not be vitiated or avoided as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or

condition, on the part of any insured party or any agent of any insured party;

- (ii) a waiver of the rights of subrogation of the insurer as against the Borrower and the Finance Parties; and
 - (iii) a loss payee clause in such terms as the Lender may reasonably require in respect of insurance claim payments otherwise payable to the Borrower (other than in respect of professional indemnity, public liability and third party liability insurances) in respect of material damage and business interruption losses in excess of such sum as the Lender may specify;
- (b) the insurers must give at least 30 days' notice to the Lender if any insurer proposes to repudiate, rescind or cancel any Insurance, to treat it as avoided in whole or in part, to 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 and must give the opportunity to rectify any such non-payment of premium within the notice period; and
- (c) the Borrower must be free to assign all amounts payable to it under each of its Insurances and all its rights in connection with those amounts in favour of the Lender.
- (d) the Borrower must use all reasonable endeavours to ensure that the Lender receives copies of the Insurances, receipts for the payment of premiums for insurance and any information in connection with the insurances and claims under them which the Lender may reasonably require.
- (e) The Borrower must promptly notify the Lender of:
 - (i) the proposed terms of any future renewal of any of the Insurances;
 - (ii) any amendment, supplement, extension, termination, avoidance or cancellation of any of the Insurances made or, to its knowledge, threatened or pending;
 - (iii) any claim, and any actual or threatened refusal of any claim, under any of the Insurances; and
 - (iv) any event or circumstance which has led or may lead to a breach of any term of this Clause 8.
- (f) The Borrower must:
 - (i) comply with the terms of the Insurances;
 - (ii) not do or permit anything to be done which may make void or voidable any of the Insurances; and
 - (iii) comply with all reasonable risk improvement requirements of its insurers.
- (g) The Borrower must ensure that:

- (i) each premium for the Insurances is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable; and
 - (ii) all other things necessary are done so as to keep each of the Insurances in force.
- (h) If the Borrower fails to comply with any term of this Clause 8, the Lender may, at the expense of the Borrower effect any insurance and generally do such things and take such other action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of this Clause 8.
- (i) The Borrower must hold the proceeds of any Insurances in trust for the Lender (subject to any rights of third parties arising under any statute for the time being relating to the application of insurance proceeds and under any leases under which any Property is let) and apply the same (at the option of the Lender) either making good the loss or damage (with any difference to be made good by the Borrower) or paid to the Lender in reduction of the Secured Liabilities

9. Environmental matters

9.1 The Borrower must:

- (a) comply and ensure that any relevant third party complies with all Environmental Law;
- (b) obtain, maintain and ensure compliance with all requisite Environmental Permits applicable to it or to the Property; and
- (c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or the Property,

where failure to do so has or is reasonably likely to have an adverse effect or result in any liability for the Lender.

- (b) The Borrower must, promptly upon becoming aware, notify the Lender of:
 - (i) any Environmental Claim started, or to its knowledge, threatened;
 - (ii) any circumstances reasonably likely to result in an Environmental Claim; or
 - (iii) any suspension, revocation or notification of any Environmental Permit.
- (c) The Borrower must indemnify the Lender against any loss or liability which the Lender incurs as a result of any actual or alleged breach of any Environmental Law by any person.

10. Events of Default

10.1 Each of the events or circumstances set out in this clause 10.1 is an Event of Default:

- (a) if the Borrower fails to observe or perform any obligations under any of the Finance Documents or is or becomes in breach of any representation or

warranty given by the Borrower in this Legal Charge; or

- (b) if any other of the Borrower's financial obligations become prematurely payable or any creditor in respect thereof becomes entitled to declare any such obligation prematurely payable or any such obligation is not paid when due or any security therefor becomes enforceable and the same is actually demanded or called or any enforcement steps are taken; or
- (c) if a receiver or administrative receiver or manager is appointed of or in relation to the Borrower or the whole or any substantial/material part of the Borrower's undertaking, assets, rights or revenues or the Borrower requests any person to make any such appointment; or
- (d) if an encumbrancer takes possession of or a distress execution sequestration or process is levied or enforced upon the whole or any substantial/material part of the Borrower's undertaking, assets, rights or revenues or without limitation if a compulsory purchase order is made in relation to the whole or any part of the Property; or
- (e) if the Borrower ceases to carry on the whole or a substantial part of the Borrower's business or stops or suspends payment of its debts or proposes or enters into any composition scheme compromise or arrangement with or for the benefit of its creditors generally or any class of them; or
- (f) if an application is made or a petition is presented by any person to any court for an administration order in relation to the Borrower or any notice is given or any step is taken by any person for or with a view to the Borrower's administration; or
- (g) if the Borrower is (or admits that it is) unable to pay its debts as they fall due or is deemed unable to pay its debts under section 123(1) of the Insolvency Act 1986; or
- (h) if the Borrower becomes insolvent or any petition is presented by any person and not withdrawn or discharged within 14 days or any order is made by any court or any meeting is convened for the purpose of considering a resolution or any resolution is passed for winding up liquidation or dissolution of the Borrower; or
- (i) if any security (or any part of it) given under any Finance Document is not or ceases to be or is alleged by any person not to be for any reason a valid enforceable effective and continuing security or the Lender receives legal advice to that effect.

11. Enforcement

11.1 If any Event of Default shall occur then:

- (a) the Lender shall cease to be under any further commitment to the Borrower and may at any time thereafter (notwithstanding any conflicting agreement or arrangement) declare the Secured Liabilities (or such of them as the Lender may specify) to be immediately due and payable or payable forthwith on

demand; and

- (b) the security hereby constituted shall become immediately enforceable and the power of sale and other powers conferred by Section 101 of the LPA as varied or extended by this Legal Charge shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise.

11.2 It shall constitute an Event of Default if the Borrower fails to pay any sums payable by it from time to time to the Lender on the due date therefor;

11.3 The Secured Liabilities shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of Section 101 of the LPA immediately on the execution of this Legal Charge and Section 103 of the LPA (restricting the power of sale) Section 109 of the LPA (restricting the power to appoint a receiver) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to this Legal Charge.

11.4 In addition to the powers of leasing or accepting surrender of leases conferred on mortgagees by Sections 99 and 100 of the LPA, the Lender may at any time after the occurrence of an Event of Default on such terms as it shall in its absolute discretion think fit:

- (a) Grant or make any agreement for any lease of the Secured Assets or any part thereof for any term or terms of years either in possession or reversion and either with or without taking a premium and at yearly or other rents;
- (b) Surrender or accept a surrender of any lease of the Secured Assets or of any part thereof; and
- (c) Grant any option in respect of the Secured Assets or any part thereof,

in each case without the restrictions contained in the said Sections 99 and 100.

12. Protection of Third Parties

No purchaser mortgagee or other person dealing with a Receiver or the Lender shall be concerned to enquire whether the Secured Liabilities have become payable or whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Legal 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 such Receiver or the Lender. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with a Receiver or the Lender as if the Secured Liabilities had become due and the statutory powers of sale and of appointing a Receiver in relation to the Secured Assets had arisen on the date of this Legal Charge.

13. Appointment of Receiver

13.1 At any time after the security constituted by this Legal Charge has become enforceable or if the Borrower so requests in writing at any time the Lender may without further notice to the Borrower appoint by writing under hand of a duly authorised officer or under seal any one or more persons qualified to act as a receiver

or receiver and manager either singly jointly severally or jointly and severally to be a Receiver of all or any part of the Secured Assets and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.

13.2 Any Receiver whether appointed solely or jointly shall have the powers granted by the LPA to any receiver appointed under it and all the powers which an administrative receiver would have under the Insolvency Act 1986 and in addition shall have power to do the following:

- (a) Enter upon take possession of collect and get in the Secured Assets in respect of which he may be appointed or any part of them and to collect and get in all rents and other income whether accrued before or after the date of his appointment and for those purposes to make such demands and take such proceedings as may seem expedient and to take possession of the Secured Assets;
- (b) Comply with and perform all or any of the acts matters omissions or things covenanted to be done or omitted by either Borrower under this Legal Charge;
- (c) Carry on manage develop reconstruct amalgamate or diversify the business of the Borrower or any part thereof in such matter as he shall in his discretion think fit (including without limitation to purchase supplies and materials);
- (d) Carry on manage complete or determine the Development or any other development or works to the Property;
- (e) Sell by public auction or private contract or let all or any part of the Secured Assets and to let on hire lease vary the terms of surrender and accept surrenders of leases and tenancies grant rights licences options or easements or exchange all or any part of, and otherwise deal with or dispose of and exercise all rights powers and discretions incidental to the ownership of, any of the Secured Assets in the name of and on behalf of the Borrower or otherwise or concur in doing any of the foregoing in such manner and generally on such terms and conditions and for such consideration (whether in cash Legal Charges or other obligations shares stocks securities or other valuable consideration and whether payable by a lump sum or by instalments) as he may think fit and carry out any such sale by conveying by deed or transferring in the name and on behalf of the Borrower or otherwise, and so that plant machinery and other fixtures and fittings and chattels may be severed and sold separately from the premises containing them, and the Receiver may apportion any rent and the performances of any obligations;
- (f) Repair decorate furnish maintain alter improve renew develop or add to the Secured Assets or any part of them as he shall think fit apply for and maintain any planning permission building regulation approval or any other permission consent or licence to carry out any of the same and effect maintain renew or increase indemnity insurance and other insurances and obtain bonds;
- (g) Appoint or dismiss managers agents officers employees servants builders or workmen and employ professional advisers and others at such salaries or for such remuneration as he may think fit;
- (h) Perform repudiate rescind vary or enter into any arrangement or compromise any contracts or agreements which he may consider expedient;
- (i) Settle arrange compromise and submit to arbitration any accounts claims

questions or disputes whatsoever which may arise in connection with the business of the Borrower or any of the Secured Assets or in any way relating to the security constituted by this Legal Charge and bring prosecute defend enforce compromise submit to and discontinue any actions suits arbitrations or proceedings whatsoever whether civil or criminal;

- (j) Enter into complete disclaimer abandon or disregard determine or rectify all or any of the outstanding contracts or arrangements of the Borrower and allow time for payment of any debts either with or without security;
- (k) Make calls upon the shareholders of the Borrower in respect of any capital of the Borrower which may be uncalled;
- (l) Use the name of the Borrower in the exercise of all or any of the powers conferred by this Legal Charge;
- (m) Exercise or permit the Borrower or any nominee of the Borrower to exercise any powers or rights incidental to the ownership of the Secured Assets or any part of them in such manner as he may think fit;
- (n) Form a subsidiary or subsidiaries of the Borrower and transfer lease or licence to any such subsidiary or any other person all or any part of the Secured Assets on such terms and conditions as he may think fit;
- (o) In the exercise of any of the powers authorities and discretions conferred on him in this Legal Charge or for any other purpose to raise and borrow money either unsecured or secured and either in priority to, pari passu with or subsequent to the security constituted by this Legal Charge and generally on such terms and conditions as he may think fit;
- (p) Give valid receipts for all monies and execute all discharges assurances and things which may be proper or desirable for realising the Secured Assets or any part of them; and
- (q) Execute and do all such other acts things and deeds as he may consider necessary or desirable for realising or preserving the Secured Assets or any part of them or incidental or conducive to any matters powers or authorities conferred on a Receiver under or by virtue of this Legal Charge or otherwise and exercise in relation to the Secured Assets or any part of them all such powers authorities and things as he would be capable of exercising if he were the absolute beneficial owner of them.

13.3 Any Receiver appointed under this Legal Charge whether acting solely or jointly shall be deemed to be the agent of the Borrower and to be in the same position as a receiver appointed under the LPA and the Borrower shall be solely responsible for his acts omissions defaults losses and misconduct and for his remuneration and the Lender shall not be in any way liable or responsible either to the Borrower or to any other person whatsoever for any of them.

13.4 If more than one Receiver is appointed each of them shall be entitled to exercise individually all of the powers given to a Receiver under this Legal Charge in relation to any of the Secured Assets in respect of which he has been appointed unless the Lender shall state otherwise in the document appointing him.

14. Application of Proceeds

14.1 Any monies received by the Lender or any Receiver pursuant to this Legal Charge or under the powers conferred by this Legal Charge shall after the payment of any claims having priority to the security created by this Legal Charge, be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Borrower:

- (a) Where applicable, in payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of the powers aforesaid and of all other outgoings properly payable by the Receiver;
- (b) Where applicable, in payment of the Receiver's remuneration at such rate as may be agreed with the Lender;
- (c) In or towards payment of the Secured Liabilities in such order as the Lender in its absolute discretion thinks fit; and
- (d) In payment of the surplus (if any) to the person or persons entitled to it.

14.2 The Lender or any Receiver may credit any monies to a suspense account for so long and in such manner as the Lender or any Receiver may from time to time determine and the Receiver may retain the same for such period as the Receiver and the Lender consider expedient.

15. Lender's Powers

15.1 At any time after the security constituted by this Legal Charge has become enforceable or if requested by the Borrower the Lender may without further notice and without first appointing a Receiver exercise all or any of the powers conferred on mortgagees by the LPA as varied or extended by this Legal Charge and all the powers authorities and discretions conferred expressly or by implication on any Receiver in this Legal Charge or conferred by statute or common law.

16. Discharge of Security

16.1 The security constituted by this Legal Charge shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities and shall be binding until all the Secured Liabilities have been discharged in full to the satisfaction of the Lender and the Lender has ceased to have any obligation whether actual or contingent to make any credit or accommodation available to the Borrower under any Finance Document or otherwise.

17. Power of Attorney

17.1 The Borrower by way of security irrevocably appoints the Lender and any Receiver any person nominated for such purpose by the Lender or by the Receiver each of them jointly and also severally to be the attorney of the Borrower (with full powers of substitution and delegation) for the Borrower and in its name or otherwise and on its behalf and as its act and deed to sign seal execute deliver perfect and do all deeds instruments notices documents acts and things which the Borrower may or ought to do under the covenants and provisions contained in this Legal Charge (including without limitation to make demand upon or to give any notice or receipt to any person

owing money to the Borrower and to execute and deliver any charges legal mortgages assignments or other security) and generally in its name and on its behalf to exercise all or any of the powers authorities and discretions conferred by or pursuant to this Legal Charge or by the LPA on the Lender or any Receiver or which may be required or which the Lender or any Receiver shall deem fit for carrying any sale or lease charge mortgage or dealing by the Lender or by any Receiver into effect or for giving to the Lender or any Receiver the full benefit of this Legal Charge and generally to use the name of the Borrower and to execute and deliver and otherwise perfect any deed assurance agreement instrument or act which it or he may deem proper in the exercise of all or any of the powers, authorities or discretions conferred on the Lender or any Receiver pursuant to this Legal Charge.

- 17.2** The Borrower ratifies and confirms and agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of clause **17.1** and all money expended by any such attorney shall be deemed to be expenses incurred by the Lender under this Legal Charge.

18. Entry into Possession

If the Lender or any Receiver shall enter into possession of the Secured Assets or any part of them it or he may from time to time and at any time go out of such possession. Neither the Lender nor any Receiver shall in any circumstances be liable to account to the Borrower for anything except its actual receipts or be liable to the Borrower for any loss or damage arising from any realisation of the Secured Assets or any part of them or from any act default or omission in relation to the Secured Assets or any part of them.

19. Prior Charges

In the event of there being a prior encumbrance to the security created by this Legal Charge over the Secured Assets or any part of them then if any proceedings or steps are being taken to exercise or enforce any powers or remedies conferred by such prior charge against the Secured Assets or any part of them the Lender or any Receiver appointed under this Legal Charge in respect of such Secured Assets may redeem such prior encumbrance or procure its transfer to itself or himself as the case may be and may settle and pass the accounts of any prior mortgagee chargee or encumbrancer. Any account so settled and passed shall be conclusive and binding on the Borrower and all the principal money interest costs and charges and expenses of and incidental to such redemption or transfer shall be paid to the Lender on demand with interest at the Interest Rate and until payment the Secured Assets shall stand charged with the amount to be so paid and all the powers authorities and discretions conferred by a prior charge upon the mortgagee chargee or encumbrancer or any receiver thereunder shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included in this Legal Charge and the Lender shall be entitled to exercise all the powers authorities and discretions of a receiver and manger or which would be available to an administrative receiver were he validly appointed thereunder.

20. Further Assurances

- 20.1** The Borrower agrees that upon demand by the Lender from time to time it shall execute and deliver a formal assignment of all or any part of the Secured Assets not

now in existence and of any leases now or hereafter to come into existence and that pending any such assignment the Borrower shall hold the same upon trust for the Lender and subject to the provisions of this Legal Charge.

- 20.2** Without prejudice to anything else contained in this Legal Charge the Borrower shall at any time at the request of the Lender but at the cost of the Borrower promptly sign seal execute deliver and do all deeds instruments notices documents acts and things in such form as the Lender may from time to time require for creating perfecting or protecting the security over the Secured Assets or any part of them or for facilitating their realisation and the exercise of all powers authorities and discretions vested in the Lender or any Receiver.

21. Avoidance of Payments

No assurance security or payment which may be avoided or adjusted under any enactment relating to bankruptcy or insolvency or under Part VI of the Insolvency Act 1986 or similar legislation binding on the Borrower in a jurisdiction other than England and Wales and no release settlement or discharge given or made by the Lender on the faith of any such assurance security or payment shall prejudice or affect the right of the Lender to recover from the Borrower (including the right to recover any monies which it may have been compelled by due process of law to refund under the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection with such process) or to enforce the security created by or pursuant to this Legal Charge to the full extent of the Secured Liabilities.

22. Custody

The Lender shall be entitled to provide for the safe custody by third parties of all certificates and documents of title relating to the Secured Assets and shall not be responsible for any loss or damage occurring to or in respect thereof.

23. Indemnity

The Lender and every Receiver attorney manager agent or other person appointed by the Lender under this Legal Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Secured Assets in respect of all liabilities and expenses incurred or suffered by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Legal Charge and against all actions proceedings losses costs claims and demands suffered or incurred by the Lender in respect of any matter or thing done or omitted in any way relating to the Secured Assets and the Lender and any such Receiver may retain any pay all sums in respect of the same out of any monies received under the powers conferred by this Legal Charge.

24. Set-Off

The Lender may without notice to the Borrower set off or transfer any sums owed by it to the Borrower in or towards the satisfaction of any of the Secured Liabilities, and may do so notwithstanding that the liabilities so set off may not be expressed in the same currency, and for the purpose of exercising any rights under this clause or rights under general law the Lender is authorised to effect any necessary conversions at the

closing spot rate of exchange reported in the edition of the London Financial Times last published on a day prior to the date of conversion.

25. New Accounts

- 25.1** If the Lender receives, or is deemed to have received, notice of any subsequent Security or other interest, affecting all or part of the Secured Assets, the Lender may open a new account for the Borrower. Without prejudice to the Lender's rights to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 25.2** If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause **25.1**, then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

26. Communications

- 26.1** Every notice demand or other communication under this agreement shall be in writing and may be delivered personally or by post or by facsimile as follows:

- (a) If to the Lender to its address specified at the head of this agreement;
- (b) If to the Borrower to the address specified at the head of this agreement or its registered or principal offices for the time being or to its last known place of business in the UK;

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. Where any document is served by facsimile, it may be served to the last known fax number of the recipient.

- 26.2** Every notice demand or other communication shall be deemed to have been received (if sent by post) **24** hours after being posted first class postage prepaid (if posted from and to an address within the United Kingdom) or 3 working days after being posted prepaid airmail (if posted from or to an address outside the United Kingdom) and (if delivered personally at the time of delivery or dispatch if during normal business hours on a Business Day in the place of intended receipt and otherwise at the opening of business in that place on the next succeeding such Business Day. Where served by facsimile, the notice demand or communication shall be deemed served upon transmission.
- 26.3** The Lender and any Receiver may but shall not be obliged to rely upon and act in accordance with the any communication which may be or purport to be given by telephone or facsimile transmission on behalf of the Borrower by any person notified to the Lender by the Borrower as being authorised to give such communication without enquiry as to the authority and identity of the person making or purporting to make such communication. The Borrower shall indemnify and keep the Lender or any Receiver indemnified on a full indemnity basis against all losses claims actions proceedings damages costs and expenses incurred or sustained by the Lender as a result of relying upon or acting in accordance with any such communication.

27. Transfers

This Legal Charge is freely assignable or transferable by the Lender.

28. Miscellaneous

- 28.1** No delay or omission on the part of the Lender in exercising any right or remedy under this Legal 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 Legal Charge of that or any other right or remedy.
- 28.2** The Lender's rights under this Legal 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.
- 28.3** Any waiver by the Lender of any terms of this Legal 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.
- 28.4** The security constituted by this Legal Charge shall be in addition to and shall not be prejudiced determined or affected by nor operate so as in any way to determine prejudice affect or merge in any security which the Lender may now or at any time in the future hold for or in respect of the Secured Liabilities or any of them and shall not be prejudiced by time or indulgence granted to any person or any abstention by the Lender in perfecting or enforcing any remedies securities guarantees or rights it may now or in the future have from or against the Borrower or any other person or any waiver release variation act omission forbearance unenforceability indulgence or invalidity of any such remedy security guarantee or right.
- 28.5** If at any time any one or more of the provisions of this Legal Charge is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction neither the legality validity or enforceability of the remaining provisions of this Legal 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.
- 28.6** Any certificate or determination of the Lender as to any matter provided for in this Legal Charge shall in the absence of manifest error be conclusive and binding on the Borrower.
- 28.7** This Legal Charge may be executed in any number of counterparts in which case this Legal Charge will be as effective as if all signatures on the counterparts were on a single copy of this Legal Charge.
- 28.8** The security granted by the benefit of the covenants of the Borrower contained in and all other rights of the Lender under this Deed shall be assignable and remain valid and effective in all respects in favour of any assignees transferee or other successor in title to the Lender in the same manner as if such assignee transferee or other successor in title had been named in this Deed as a party instead of or in addition to the Lender Any change in constitution of the Lender or the Lender's association in or

amalgamation with any other person or any reconstruction or reorganisation of the Lender shall not in any way prejudice or affect the Lender's rights.

- 28.9** This Charge secures further advances and the Lender is under an obligation to make further advances.

29. Law and Jurisdiction

- 29.1** This Legal Charge is governed by and shall be construed in accordance with English law.
- 29.2** The Borrower irrevocably agrees for the exclusive benefit of the Lender that the courts of England shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Legal Charge and for such purposes irrevocably submits to the jurisdiction of such courts.
- 29.3** The Borrower irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

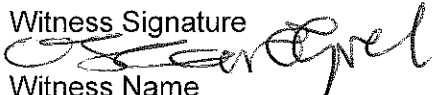
In Witness the Borrower has executed this Legal Charge as a Deed and the Lender has executed this Legal Charge the day and year first before written

Schedule 1
The Property

ALL THAT freehold property situate and known as 84 Queen Mary Avenue, Morden SM4 4JR registered at HM Land Registry with Title Absolute under Title Number SY112188.

Executed as a Deed by **TIERRA SM4 LIMITED** acting by a director in the presence of:

Witness Signature



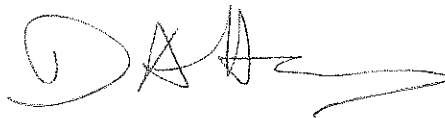
Witness Name

OSCAR OQUELL

Witness Address

Witness occupation

UNDERWOOD SOLICITORS LLP
40 WELBECK ST.
LONDON W1G 8LN
SOLICITOR



DARIUSZ HARVEY

Executed (but not delivered until the date inserted herein) as a Deed on behalf of

CARRISBROOKE LIMITED by

Director

Director/Secretary

Executed as a Deed by **TIERRA SM4 LIMITED** acting by a director in the presence of:

Witness Signature

Witness Name

Witness Address

Witness occupation

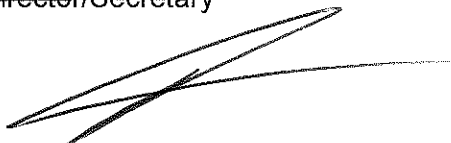
Executed (but not delivered until the date inserted herein) as a Deed on behalf of

CARRISBROOKE LIMITED by

Director



Director/Secretary



In the presence of:

witness name:

witness address:

witness occupation:

MILES FISH
SOLICITOR
DWFM BECKMAN
101 WIGMORE STREET
LONDON W1U 1FA