



Registration of a Charge

Company name: **Hentop 310 Limited**

Company number: **10668460**



X65Z9TU2

Received for Electronic Filing: **08/05/2017**

Details of Charge

Date of creation: **02/05/2017**

Charge code: **1066 8460 0002**

Persons entitled: **TOPLAND JUPITER LIMITED**

Brief description: **9 SEDGEWICK STREET, CAMBRIDGE CB1 3AJ REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER CB14293, 87 SEDGEWICK STREET, CAMBRIDGE CB1 3AL REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER CB281387...FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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: **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 PART OF THE CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO EACH OTHER PART OF SUCH CHARGING INSTRUMENT.

Certified by:

DENTONS UKMEA LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10668460

Charge code: 1066 8460 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd May 2017 and created by Hentop 310 Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th May 2017 .

Given at Companies House, Cardiff on 9th May 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**

Legal Mortgage

Dated 2 May 2017

Hentop 310 Limited
(the Mortgagor)

Topland Jupiter Limited
(the Lender)

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Mortgage

Dated

2 May 2017

Between

- (1) **Hentop 310 Limited**, a company incorporated under the laws of England and Wales with registered number 10668460 having its registered office at 55 Baker Street, London, United Kingdom, W1U 7EU (the **Mortgagor**); and
- (2) **Topland Jupiter Limited**, a company incorporated under the laws of England and Wales with registered number 07468546 having its registered office at 55 Baker Street, London, W1U 7EU (the **Lender**).

Recitals

- A The Lender has agreed to make credit facilities available to the Mortgagor on the terms of the Facility Agreement.
- B The Mortgagor has agreed to provide Security to the Lender to secure the payment and discharge of the Secured Liabilities.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Facility Agreement shall have the same meanings in this Mortgage unless they are expressly defined in it and, in addition, in this Mortgage:

Default Rate means the rate of interest specified in, and calculated in accordance with, paragraph 5.4 of the Facility Agreement.

Facility Agreement means the facility letter dated on or about the date of this Mortgage and entered into between the Mortgagor, Hentop 311 Limited and the Lender.

Land has the same meaning as it has in section 205(1) of the LPA.

LPA means the Law of Property Act 1925.

Permitted Disposal has the meaning given in the Facility Agreement.

Permitted Work has the meaning given in the Facility Agreement.

Plant and Machinery means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

Receiver means a receiver appointed pursuant to this Mortgage or to any applicable law, whether alone or jointly, and includes a receiver and/or manager.

Secured Liabilities means the liabilities of the Mortgagor to the Lender under or pursuant to the Finance Documents.

Security Assets means all of the assets of the Mortgagor which are the subject of any Security created or to be created by this Mortgage.

1.2 Construction

1.2.1 The principles of construction set out in paragraph 1.2 of the Facility Agreement shall apply to this Mortgage, insofar as they are relevant to it, as they apply to the Facility Agreement.

1.2.2 Unless a contrary intention appears, any reference in this Mortgage to:

- (a) this **Mortgage** is a reference to this Mortgage as amended, varied, novated, supplemented and replaced from time to time;
- (b) the **Mortgagor**, the **Lender** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of the Mortgagor, so far as any such is permitted); and
- (c) the **Lender** or a **Receiver** (except for the references in Clause 14 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.

1.3 Third party rights

1.3.1 The Lender, any Receiver and their respective officers, employees and agents may enforce any term of this Mortgage which purports to confer a benefit on that person, but no other person who is not a party to this Mortgage has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Mortgage.

1.3.2 Notwithstanding any term of any Finance Document, the parties to this Mortgage and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Mortgage without the consent of any person who is not a party to this Mortgage.

1.4 Effect as a deed

This Mortgage shall take effect as a deed even if it is signed under hand on behalf of the Lender.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Mortgage to the extent required to ensure that any purported disposition of an interest in Land contained in this Mortgage is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 Covenant to pay

The Mortgagor covenants with the Lender that it will on demand pay and discharge the Secured Liabilities when due.

3 Creation of Security

3.1 Land

The Mortgagor charges:

- (a) by way of legal mortgage its interests in the Land referred to in Schedule 1 (*Land charged by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

3.2 Plant and Machinery

The Mortgagor charges by way of fixed charge all Plant and Machinery in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*).

4 Nature of Security created

The Security created under this Mortgage is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Mortgage) over all present and future assets of the kind described which are owned by the Mortgagor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Lender; and
- (d) with full title guarantee.

5 Positive covenants

The covenants in this Clause 5 remain in force from the date of this Mortgage.

5.1 Preservation of the Security Assets

The Mortgagor shall:

- (a) keep all Land, all Plant and Machinery and all other tangible assets which form part of the Security Assets in good and substantial repair fair wear and tear excepted and permit the Lender free access at all reasonable times and on reasonable notice to view their state and condition;
- (b) observe and perform in all material respects all covenants, undertakings, laws and regulations from time to time affecting any Security Asset or the use or enjoyment of it;
- (c) pay all Tax, rents, rates, duties, fees, charges, assessments, impositions, instalments and outgoings which are properly payable at any time in respect of any Security Asset or by the owner or occupier of it (and if it fails to pay that amount when due, the Lender may pay it);

- (d) notify the Lender of any action commenced by a third party to seize, attach, charge, take possession of or sell any Security Asset which (to the best of its knowledge and belief) has been started or threatened; and
- (e) at its own cost, defend any proceedings (including proceedings to seize, attach, charge, take possession of or sell) brought by a third party relating to any Security Asset.

5.2 Payments without deduction

The Mortgagor covenants with the Lender that all payments to be made by it under this Mortgage shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

6 Negative covenants

The covenants in this Clause 6 remain in force from the date of this Mortgage.

6.1 Disposals

Save for a Permitted Disposal, the Mortgagor shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, license, transfer, loan, or otherwise dispose of any Security Asset, or enter into an agreement to make any such disposal.

6.2 Negative pledge

The Mortgagor shall not create or permit to subsist any Security over any Security Asset.

6.3 Preservation of the Security Assets

The Mortgagor, shall not without the written consent of the Lender:

- (a) enter into any onerous obligation or restriction affecting any Security Asset; or
- (b) in relation to Land forming part of the Security Assets:
 - (i) save in relation to a Permitted Disposal, part with possession of it, confer on any other person any right or licence to occupy it or grant any licence to assign, sub-let or create any Security over it;
 - (ii) exercise any of the powers conferred by sections 99 and 100 of the LPA of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases;
 - (iii) vary, assign or otherwise dispose of or allow to be forfeited any leasehold interest;
 - (iv) agree any rent review;
 - (v) make any structural or material alteration, or do or allow anything to be done which falls within the definition of development in section 55 of the Town and Country Planning Act 1990 other than Permitted Work;

- (vi) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor, or create or permit to arise any interest which overrides under the Land Registration Act 2002 (and the Mortgagor shall reimburse the Lender for its reasonable costs of lodging:
 - (aa) a caution against first registration of the title to that Land; or
 - (bb) if that Land is unregistered, a land charge);
- (vii) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title; or
- (c) take any Security in connection with its liability under this Mortgage from any guarantor of, or provider of Security for, any of the Secured Liabilities.

7 Enforcement

7.1 When Security becomes enforceable

The Security created by this Mortgage shall become enforceable:

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

7.2 Powers on enforcement

At any time after the Security created by this Mortgage has become enforceable the Lender may (without prejudice to any other of its rights and remedies and without notice to the Mortgagor) do all or any of the following:

- (a) exercise all the powers and rights conferred on mortgagees by the LPA, as varied and extended by this Mortgage, without the restrictions contained in sections 103 or 109(1) of the LPA;
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the LPA; and
- (c) subject to Clause 8.1.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets.

7.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 7.2(a) (*Powers on enforcement*), the Lender or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

7.4 Application of moneys

- 7.4.1 The Lender or any Receiver shall apply moneys received by them under this Mortgage after the Security created under this Mortgage has become enforceable in the following order:

- (a) **first**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Lender and any Receiver under this Mortgage or which are incidental to any 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) **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Lender and any Receiver;
 - (c) **thirdly**, in or towards the discharge of all liabilities having priority to the Secured Liabilities;
 - (d) **fourthly**, in or towards the discharge of the Secured Liabilities in accordance with the Facility Agreement; and
 - (e) **fifthly**, in the payment of any surplus to the Mortgagor or other person entitled to it,
- and section 109(8) of the LPA shall not apply.

7.4.2 Clause 7.4.1 will override any appropriation made by the Mortgagor.

8 Appointment and powers of Receivers

8.1 Method of appointment and removal

- 8.1.1 The Lender may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- 8.1.2 Every appointment or removal of a Receiver, of any delegate or of any other person by the Lender pursuant to this Mortgage may be made in writing under the hand of any officer or manager of the Lender.

8.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Lender under this Mortgage;
- (b) conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA Act;
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act) together with the additional powers set out in Schedule 2 (*Additional powers of Receiver*); and
- (d) in relation to any Security Asset, which he would have if he were its absolute beneficial owner.

8.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary)

each of them may exercise individually all the powers and discretions conferred on Receivers by this Mortgage.

8.4 Receiver as agent

Every Receiver shall be the agent of the Mortgagor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

8.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender and the maximum rate specified in section 109(6) of the LPA shall not apply.

9 Protection of purchasers

No purchaser or other person dealing with the Lender or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Mortgage has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Lender, to any Receiver or to any other person.

10 Protection of the Lender and Receivers

10.1 Exclusion of liability

None of the Lender, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset; or
- (c) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

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

10.2 General indemnity

10.2.1 The Mortgagor shall indemnify the Lender, 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 is made 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 the performance or enforcement of, this Mortgage;
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Mortgage; and
- (e) any breach by the Mortgagor 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.

10.2.2 The Mortgagor shall pay interest at the Default Rate on the sums payable under this Clause 10.2 from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

10.3 Indemnity out of the Security Assets

The Lender, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 10.2 (*General indemnity*).

11 Preservation of Security

11.1 Reinstatement

If any payment by the Mortgagor or discharge given by the Lender (whether in respect of the obligations of the Mortgagor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liability of the Mortgagor and the Security created by this Mortgage shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Lender shall be entitled to recover the value or amount of that Security or payment from the Mortgagor, as if the payment, discharge, avoidance or reduction had not occurred.

11.2 Waiver of defences

Neither the Security created by this Mortgage nor the obligations of the Mortgagor under this Mortgage will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to the Mortgagor or the Lender) including:

- (a) any time, waiver or consent granted to, or composition with, the Mortgagor or other person;
- (b) the release of the Mortgagor or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over,

assets of the Mortgagor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Mortgagor or any other person;
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- (g) any insolvency, liquidation, administration or similar procedure.

11.3 Mortgagor intent

Without prejudice to the generality of Clause 11.2 (*Waiver of defences*), the Mortgagor expressly confirms that it intends that the Security created by this Mortgage shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

11.4 Immediate recourse

The Mortgagor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Mortgagor under this Mortgage. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

11.5 Appropriations

The Lender may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 7.4.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Mortgagor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Mortgagor or on account of the Secured Liabilities.

11.6 Additional Security

This Mortgage is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to the Lender.

12 Tacking

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Lender confirms that it shall make further advances to the Mortgagor on the terms and subject to the conditions of the Finance Documents.

13 Further assurance

13.1 Registration at Companies House

The Mortgagor consents to the registration of this Mortgage at Companies House pursuant to Part 25 of the Companies Act 2006.

13.2 Application to Land Registrar

The Mortgagor consents to the registration against the registered title specified in Schedule 1 (*Land charged by way of legal mortgage*) of:

- (a) a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated ** 2015 in favour of Topland Jupiter Limited referred to in the charges register or their conveyancer. (Form P)";

and
- (b) a notice that the Lender is under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

13.3 Further action

The Mortgagor shall, at its own expense, promptly take any action and sign or execute any further documents which the Lender may require in order to:

- (a) give effect to the requirements of this Mortgage;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Mortgage;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Mortgage with any other Security over any assets of the Mortgagor; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Lender or any Receiver in connection with all or any of the Security Assets,

and any such document may disapply section 93 of the LPA.

13.4 Deposit of documents

The Mortgagor covenants that as soon as it receives them (and in any event as soon as the Lender so requests), it shall deposit with the Lender, in respect of or in connection with the Security Assets:

- (a) all deeds, certificates and other documents of or evidencing title; and
- (b) any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Lender at the expense and risk of the Mortgagor.

13.5 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 13.

14 Power of attorney

The Mortgagor irrevocably and by way of security appoints each of:

- (a) the Lender;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Lender; and
- (c) any Receiver,

jointly and severally as the Mortgagor's attorney, in the Mortgagor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of a Default or following the failure by the Mortgagor to comply with a request from the Lender, to take any action and sign or execute any further documents which the Mortgagor is required to take, sign or execute in accordance with this Mortgage. The Mortgagor agrees, promptly on the request of the Lender or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

15 Discharge of Security

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

Section 93 of the LPA shall not apply to this Mortgage.

16 Costs and expenses

16.1 Transaction expenses

The Mortgagor shall promptly on demand pay the Lender the amount of all reasonable costs and expenses (including legal fees) incurred by it in connection with the negotiation, preparation, printing and execution of this Mortgage.

16.2 Amendment costs

If the Mortgagor requests an amendment, waiver, consent or release of or in relation to this Mortgage, the Mortgagor shall, within 3 Business Days of demand, reimburse the Lender for the amount of all reasonable costs and expenses (including legal fees) incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 Enforcement costs

The Mortgagor shall, within 3 Business Days of demand, pay to the Lender or any Receiver the amount of all costs and expenses (including legal fees) incurred by the Lender or any Receiver in connection with the enforcement of, or the preservation of any rights under, this Mortgage or the investigation of any possible Default.

17 Assignment

17.1 Procedure

The Lender may assign any of its rights under this Mortgage to any person to whom it assigns or transfers any of its rights or obligations under the Facility Agreement.

17.2 Disclosure of information

The Lender may disclose to any assignee or proposed assignee any information it thinks fit in relation to the Mortgagor and the Finance Documents.

18 Notices

18.1 Communications in writing

Any communication to be made under or in connection with this Mortgage shall be made in writing and, unless otherwise stated, may be made by fax or letter.

18.2 Addresses

18.2.1 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made

or delivered under or in connection with this Mortgage is that identified in paragraph 26.1 of the Facility Agreement or any substitute address, fax number or department or officer as either party may notify to the other by not less than 10 Business Days' notice.

18.3 Delivery

18.3.1 Any communication or document made or delivered by one person to another under or in connection with this Mortgage shall be deemed to have been received:

- (a) if delivered by hand, at the time of actual delivery;
- (b) if posted, on the second Business Day or, in the case of airmail, the fifth Business Day following the day on which it was despatched by pre-paid first class post or, as the case may be, registered airmail; or
- (c) if sent by fax, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted;

provided that a notice deemed to have been received on a day which is not a Business Day, or after normal business hours in the place of receipt, shall instead be deemed to have been received on the next Business Day.

18.4 English language

18.4.1 Any notice given under or in connection with this Mortgage must be in English.

18.4.2 All other documents provided under or in connection with this Mortgage must be:

- (a) in English; or
- (b) if not in English, and if so required by the Lender accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

19 Calculations and certificates

19.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Mortgage, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

19.2 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under this Mortgage is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20 Partial invalidity

If, at any time, any provision of this Mortgage 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 nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

21 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Mortgage shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Mortgage are cumulative and not exclusive of any rights or remedies provided by law.

22 Amendments and waivers

Any term of this Mortgage may be amended or waived only with the written consent of the Mortgagor and the Lender.

23 Counterparts

This Mortgage may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Mortgage.

24 Governing law and enforcement

24.1 Governing law

English law governs this Mortgage, its interpretation and any non-contractual obligations arising from or connected with it.

24.2 Jurisdiction

24.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Mortgage (including a dispute regarding the existence, validity or termination of this Mortgage) (a **Dispute**).

24.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

24.2.3 This Clause 24.2 (*Jurisdiction*) is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

Executed as a deed and delivered on the date appearing at the beginning of this Mortgage.

Schedule 1 - Land charged by way of legal mortgage

Property Description and Address	Title Number
9 Sedgewick Street, Cambridge CB1 3AJ	CB14293
87 Sedgewick Street, Cambridge CB1 3AL	CB281387
92 Sedgewick Road, Cambridge CB1 3AL	CB5696
97 Sedgewick Road, Cambridge CB1 3AL	CB33196
82 St Phillips Road, Cambridge CB1 3DB	CB268927
114 Thoday Street, Cambridge CB1 3AX	CB80906
59 Ross Street, Cambridge CB1 3BT	CB69175
158 Coldhams Lane, Cambridge CB1 3HH	CB239959
36 Paradise Street, Cambridge CB1 1DR	CB58594
32 Hemingford Road, Cambridge, CB1 3BZ	CB339349
Grove Cottage, 17 Victoria Road, Cambridge, CB4 3BW	CB51687
23 Victoria Road, Cambridge, CB4 3BW	CB67329
30 Victoria Road, Cambridge, CB4 3DU	CB26681
89 Victoria Road, Cambridge, CB4 3AL	CB182617
187 Victoria Road, Cambridge, CB4 3LF	CB94031
1 Canterbury Close, Cambridge, CB4 3QQ	CB139277
31 Histon Road, Cambridge, CB4 3JB	CB148152
2 Longview Terrace, Histon Road, Cambridge, CB4 3JH	CB238684
33 Abbey Road, Cambridge, CB5 8HH	CB273581
3 Station Road, Histon, Cambridge, CB24 9LQ	CB257569
7 High Street, Cottenham, Cambridge, CB24 8SA	CB231931

Schedule 2 – Additional powers of Receiver

In addition to the powers conferred by the LPA on receivers and those conferred by Clause 8.2 (*Powers of Receiver*), each Receiver shall have the powers set out in this Schedule.

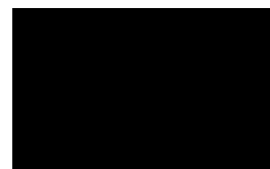
Such a Receiver shall have power:


- 1 to enter into take possession of collect and get in the Security Assets to manage the same and to collect and get in all moneys or proceeds in any way arising from the Security Assets or any deed document right or entitlement affecting the Security Assets whether directly or indirectly;
- 2 to sell exchange surrender deal with convert into money and realise the Security Assets or any estate or interest therein and convey assign or transfer the same subject to such exceptions reservations and covenants as the Lender or any Receiver may consider necessary or expedient and for the purposes of realisation to convey assign or transfer the same to any person with or without consideration or exchange such for shares or other property. Plant machinery and other fixtures may be severed and sold separately from the premises containing them;
- 3 to apportion any rent and/or the performance of any obligations;
- 4 to acquire renew extend grant vary or otherwise deal with such easements rights privileges and/or licences as the Lender or a Receiver considers expedient;
- 5 to grant without restriction any lease or tenancy for any term whether commencing at once or at any future date at any or no rent and with or without any premium and generally on such terms as the Lender or any Receiver may consider expedient;
- 6 to accept the surrender of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted;
- 7 to give an effectual receipt for any premium payable on any grant or surrender of any lease;
- 8 to exercise observe and perform for and on behalf of the Mortgagor any or all of the powers obligations or duties conferred or imposed on any owner or occupier of property at common law or by statute;
- 9 to initiate oppose negotiate participate in compromise or conclude any review or revision of any rent payable in respect of any lease or tenancy;
- 10 to exercise (whether on the Mortgagor's behalf or otherwise) any option or right of election available in law to the Mortgagor or the Lender or any Receiver to waive exemption so that the supplies shall be supplies chargeable or taxable for VAT purposes at the standard or other applicable rate of tax;
- 11 to sign seal execute deliver complete and perfect all notices and documents as are thought fit by the Lender or the Receiver for exercising observing and performing any of the powers obligations or duties conferred or imposed on the Mortgagor by this Mortgage or by any statute in respect of the Security Assets;
- 12 to give receipts for any compensation moneys payable to or by a landlord or tenant;

- 13 to promote incorporate manage and wind up either alone or with others any company either for the purposes of taking a conveyance or transfer or assignment or lease of or other interest in the Security Assets and/or of undertaking works thereon and/or of providing services to the occupiers thereof in any case where it is desirable or convenient to do so and/or in connection with or for the furtherance of all or any of the powers contained in this Mortgage as the Lender or the Receiver may consider expedient;
- 14 to construct or complete any building (whether or not the same is in accordance with the development planned or being carried on any Land) and any roads access ways and services and generally to develop the Land in such manner as the Lender or the Receiver may consider expedient;
- 15 to carry out any work involving furnishing or fitting out or the installation or provision of any plant machinery equipment or service;
- 16 to utilise any moneys at any time or from time to time received for the purposes of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers conferred by this Mortgage in advance of any other payments;
- 17 to continue commence or undertake any business (whether or not previously carried on by the Mortgagor);
- 18 to borrow or raise or secure the payment of money which may be required for the exercise of any of the powers set out in this Mortgage in such manner including the creation of new mortgages or charges (whether or not having priority to this charge) as may be considered expedient;
- 19 to obtain renew extend amend or otherwise deal with such permissions consents and/or licences for the benefit of or otherwise connected with or ancillary to the Security Assets or the use or development of any business comprised therein as the Lender or the Receiver may consider necessary or desirable;
- 20 to agree any variation modification or determination of any existing deeds or agreements and enter into make or obtain any new agreements deeds or bonds which may be necessary or desirable;
- 21 to employ staff solicitors architects surveyors quantity surveyors estate agents insurance brokers contractors builders workmen security staff watchmen building managers and others and purchase all proper stock materials and other items as the Lender or the Receiver may consider expedient;
- 22 to dedicate any part or parts of the Land as a highway where to do so is desirable in order that the Land may more conveniently be developed;
- 23 to make any change or arrangement as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate development;
- 24 to effect and maintain insurance policies (whether against fire and other physical risks loss of rent or third party or public liability or structural or latent defect or for other indemnity or otherwise) and to make prove negotiate adjust or enforce any claim on any such policy whether effected by the Mortgagor or the Lender or the Receiver;

- 25 to take defend appeal or otherwise join in any proceedings (including any arbitration or determination of any issue or dispute by an independent expert) concerning or incidental to the Security Assets or to any of the foregoing powers;
- 26 to make any arrangement or compromise or enter into any contracts which may be thought expedient in the interest of the Lender; and
- 27 to do all such other acts and things as the Lender or the Receiver may consider necessary or desirable for the management development or realisation of all or any part or parts of the Security Assets and/or acts and things incidental or ancillary to the foregoing powers and their exercise.

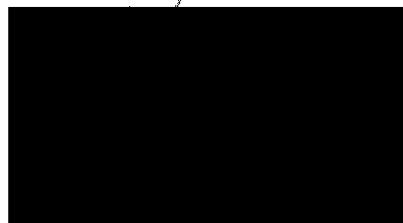
Executed as a deed by **Hentop 310 Limited**)
acting by *Andy Brandon*, a director in the presence of:)



Signature of witness: 

Name of witness: *Tracy Chisholm*

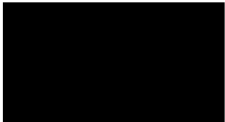
Address



Signed for and on behalf of)
Topland Jupiter Limited)


.....
Director

Executed as a deed by **Hentop 310 Limited**)
acting by MARK KINGSTON , a director in the presence of:)

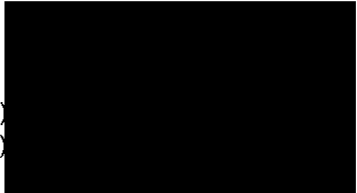


Signature of witness: 

Name of witness: ROBIN MANDELL

Address 

Signed for and on behalf of
Topland Jupiter Limited



Thomas Betts

Director