

LL MR01

Particulars of a charge created by a Limited  
Liability Partnership (LLP)



Companies House

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form LL MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form, scanned and placed on the public record. **Do not send the original.**



A11  
06/12/2014  
COMPANIES HOUSE  
#108

**1** LLP details

LLP number

LLP name in full

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2** Charge creation date

Charge creation date

**3** Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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4

## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

F/H PROPERTY AT 19 AND 21 WESTERN ROAD LONDON T/NO MX116032

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

## Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the LLP?

☐ Yes

7

## Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

## Trustee statement <sup>1</sup>

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form LL MR06)

9

## Signature

Please sign the form here

Signature

Signature

X Charles Russell Speechlys LLP X

This form must be signed by a person with an interest in the charge

# LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



## Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name **FIONA MASLIN**

LLP name **CHARLES RUSSELL SPEECHLYS LLP**

Address **6 NEW STREET SQUARE**

Post town **LONDON**

County/Region

Postcode **E C 4 A 3 L X**

Country

DX **CHANCERY LAND - DX54**

Telephone **02074276526**



## Certificate

We will send your certificate to the presenter's address if given above or to the LLP's Registered Office if you have left the presenter's information blank



## Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- ☐ The LLP name and number match the information held on the public Register
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



## Important information

Please note that all information on this form will appear on the public record



## How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



## Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

**For LLPs registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For LLPs registered in Scotland.**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For LLPs registered in Northern Ireland.**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

LLP number: OC385056

Charge code: OC38 5056 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th December 2014 and created by POCKET LIVING (2013) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 6th December 2014.

Given at Companies House, Cardiff on 12th December 2014



**Companies House**



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



Certified true copy of the original  
~~Charles Russell Speechlys LLP~~  
Charles Russell Speechlys LLP  
6 New Street Square  
London EC4A 3LX

Date 5/12/14

Reference FHM/355594

dated 4<sup>th</sup> December 2014

**Pocket Living (2013) LLP**

and

**The Greater London Authority**

**Legal Mortgage**

Trowers & Hamlins LLP  
3 Bunhill Row  
London  
EC1Y 8YZ  
t +44 (0)20 7423 8000  
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www.trowers.com

**trowers & hamlins**

<b>Contents</b>	<b>Page</b>
<b>1 Interpretation</b>	<b>1</b>
<b>2 Covenant to pay</b>	<b>5</b>
<b>3 Charging clause</b>	<b>6</b>
<b>4 Further assurance</b>	<b>8</b>
<b>5 Negative pledge and disposal restrictions</b>	<b>10</b>
<b>6 Representations and warranties</b>	<b>11</b>
<b>7 Undertakings</b>	<b>12</b>
<b>8 Enforceability</b>	<b>14</b>
<b>9 Enforcement of security</b>	<b>14</b>
<b>10 Application of proceeds</b>	<b>16</b>
<b>11 Protection of third parties</b>	<b>16</b>
<b>12 Protection of chargee</b>	<b>17</b>
<b>13 Power of attorney</b>	<b>18</b>
<b>14 Application, variation and extension of statutory provisions</b>	<b>18</b>
<b>15 Other miscellaneous provisions</b>	<b>19</b>
<b>16 Communications</b>	<b>22</b>
<b>17 Governing law</b>	<b>22</b>
<b>18 This deed</b>	<b>23</b>
<b>Schedule 1 - Details of Property</b>	<b>24</b>
<b>Schedule 2 - Specifically identified chattels</b>	<b>25</b>
<b>Schedule 3 - Insurances</b>	<b>26</b>
<b>Schedule 4 - Notices</b>	<b>27</b>
<b>Schedule 5 - Receiver's specific powers</b>	<b>29</b>
<b>Execution</b>	<b>33</b>

## Deed

dated

4<sup>th</sup> December 2014

## Parties

- (1) **Pocket Living (2013) LLP** registered in England and Wales (registered number OC385056) (the **Chargor**), and
- (2) **The Greater London Authority** as chargee (the **Chargee**)

## 1 Interpretation

### 1.1 Incorporation of terms defined in the Funding Agreement

Except where this deed expressly states otherwise, each term used in this deed which is defined in the Funding Agreement (including in the Schedules hereto) has the same meaning as in the Funding Agreement and shall be construed in accordance with the Funding Agreement.

### 1.2 Expressly defined terms

In this deed

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

**Default Rate** means two per cent per annum above the base rate of The Royal Bank of Scotland from time to time,

**Delegate** means any delegate, agent, attorney or trustee appointed by the Chargee,

**Discharge Date** means the date with effect from which the Chargee confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Chargee cancelled,

**Enforcement Party** means any of the Chargee, a Receiver or a Delegate,

**Event of Default** means any of the events or circumstances defined in the Funding Agreement as an Event of Default,

**Expenses** means all costs or expenses and legal and other professional fees in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party or any other party in connection with or incidental to enforcing or exercising any power under this deed, the appointment of any Receiver or Delegate or an administrator, the breach of any provision of this deed and / or the protection, realisation or enforcement of this deed, and includes any payments made under clause 7.14 (Power to remedy), and also includes the costs of transferring to the Chargee or a Receiver any security ranking in priority to the security constituted by this deed, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security (if applicable),

**Funding Agreement** means the agreement dated 19 July 2013 and made between, amongst others, (1) the Chargor as borrower and (2) the Chargee as lender, as the same may be varied, amended, modified, supplemented or replaced,

**Fixtures** means any fixtures (but excluding landlord's fixtures), fittings, fixed plant or machinery from time to time situated on or forming part of the Property,

**Floating Charge Asset** means, at any time, all of the Secured Assets which are at that time the subject of the floating charge created under this deed,

**Granted Lease** means any lease, agreement for lease, tenancy, contractual licence or other document which gives a person who is not the Chargor the right to occupy, use or enjoy the Property;

**Group** means any group of companies for the time being comprising the Chargor, its Subsidiaries, any company of which the Chargor is a Subsidiary and any other Subsidiary of such company,

**Hazardous Materials** means any element or substance, whether natural or artificial, whether consisting of gas, liquid, solid or vapour and whether on its own or in any combination with any other element or substance, which is capable of causing harm to the health or safety of any human and/or of any other living organism in the ecological systems or damage to the Environment and/or to public health or welfare,

**Insurances** means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor in respect of the Property or (to the extent of its relevant interest) in which the Chargor has an interest, including (without limitation) those detailed in Schedule 3 (Insurances),

**Insurance Proceeds** means the proceeds of any insurance claim received by the Chargor in relation to the Insurances, after deduction of any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of the Insurances and all interest on any of the foregoing;

**Insolvency Act** means the Insolvency Act 1986,

**Intercreditor Deed** means the intercreditor deed dated 13 June 2014 between the Chargor, the Chargee and Lloyds Bank PLC,

**Interest** means interest at the rate provided in and calculated and compounded as agreed in accordance with the Funding Agreement both before and after judgement from time to time,

**LPA** means the Law of Property Act 1925,

**Party** means a party to this deed,

**Planning Acts** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act

1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and the Highways Act 1980,

**Property** means the Real Property specified in Schedule 1 (Details of Property) together with all proceeds of sale deriving from any such Real Property, the benefit of all covenants given in respect of such Real Property and any monies paid or payable in respect of such covenants,

Any reference to **Property** includes a reference to each separate property of which particulars are set out in Schedule 1 (Details of Property) and to any part or parts of such property,

**Real Property** means any freehold, leasehold or immovable property and any buildings, fixtures, fittings, fixed plant, machinery, furniture, furnishings, equipment tools and other chattels from time to time situated on or forming part of any such property,

**Receiver** means any one or more receivers and managers or (if the Chargee so specifies in the relevant appointment) receivers appointed by the Chargee pursuant to this deed in respect of the Chargor or in respect of the Secured Assets or any of them,

**Secured Assets** means the assets charged, assigned or otherwise the subject of any security created by or pursuant to this deed and includes any part or parts of such assets,

**Secured Obligations** means all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred, actual or contingent by the Chargor to the Chargee whether incurred alone or jointly including but not limited to those under the Funding Agreement, whatever their nature or basis, in any currency or currencies and however they are described together with charges, commission, interest and Expenses,

**Security Period** means the period beginning on the date of this deed and ending on the Discharge Date,

**Third Parties Act** means the Contracts (Rights of Third Parties) Act 1999

### 13 Construction

In this deed

13.1 any reference to

- (a) the word **administrator** includes administrators and joint administrators,
- (b) the word **assets** includes present and future property, revenue, rights and interests of every kind,
- (c) the word **guarantee** includes any guarantee or indemnity and any other financial support (including any participation or other assurance against loss and any deposit or payment) in respect of any person's indebtedness,

- (d) the word **indebtedness** includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent),
- (e) the word **law** includes law established by or under statute, constitution, treaty, decree, regulation or judgment, common law and customary law, and the word "lawful" and similar words and phrases are to be construed accordingly,
- (f) the word **person** includes any individual, company, corporation, firm, government, state or any agency of a state and any association, partnership or trust (in each case, whether or not it has separate legal personality),
- (g) the word **regulation** includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental),
- (h) the word **security** includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect,
- (i) the word **set-off** includes analogous rights and obligations in other jurisdictions, and
- (j) the word **tax** includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment),

1 3 2 where something (or a list of things) is introduced by the word **including**, or by the phrase **in particular**, or is followed by the phrase **or otherwise**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used),

1 3 3 each reference to the **Chargor**, the **Chargee**, or any **Party** includes its successors in title and its permitted assignees or permitted transferees,

1 3 4 unless this deed expressly states otherwise or the context requires otherwise, (a) each reference in this deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this deed) and (b) each reference in this deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this deed and whether amended or re-enacted since the date of this deed),

1 3 5 each reference to this deed (or to any other agreement or deed) means, at any time, this deed (or as applicable such other agreement or deed) as amended,

novated, re-stated, substituted or supplemented at that time, provided that the relevant amendment, novation, re-statement, substitution or supplement does not breach any term of this deed or the Funding Agreement,

1 3 6 each reference to the singular includes the plural and vice versa, as the context permits or requires,

1 3 7 the index and each heading in this deed is for convenience only and does not affect the meaning of the words which follow it,

1 3 8 each reference to a clause or Schedule is (unless expressly provided to the contrary) to be construed as a reference to the relevant clause of or Schedule to this deed,

1 3 9 wherever this deed states that the Chargor must not take a particular step without the consent of the Chargee, the Chargee has discretion whether to give its consent and can impose conditions on any such consent it gives, and

1 3 10 an Event of Default is **continuing** if it has not been remedied to the satisfaction of the Chargee (acting reasonably) or waived

#### 1 4 **Third Party Rights**

1 4 1 A person who is not an Enforcement Party has no right under the Third Parties Act to enforce or enjoy the benefit of any term of this deed except to the extent that this deed or the Funding Agreement expressly provides for it to do so

1 4 2 No consent of any person who is not a Party is required to rescind or vary this deed at any time

1 4 3 This clause 1 4 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act

#### 1 5 **Incorporation of other terms**

The terms of any other documents under which Secured Obligations arise and of any side letters between the Chargor and the Chargee relating to the Secured Obligations are incorporated in this deed to the extent required for any purported disposition of the Secured Assets contained in this deed to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

#### 2 **Covenant to pay**

##### 2 1 **Covenant**

The Chargor hereby, as primary obligor and not merely as surety, covenants with the Chargee that it will pay, discharge and perform the Secured Obligations when due and demanded and in the manner provided in the Funding Agreement

##### 2 2 **Default Interest**

Any amount which is not paid under this deed on the due date shall bear interest (as well after as before judgment) payable on demand at the Default Rate from time to time from

the due date until the date of actual unconditional and irrevocable payment and discharge of such amount in full, save to the extent that interest at such rate on such amount and for such period is charged pursuant to the Funding Agreement relevant to that liability and itself constitutes part of the Secured Obligations

**3 Charging clause**

**3 1 Grant of security**

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges as security in favour of the Chargee the following assets

**3 1 1 Legal mortgage on specified land and buildings**

by way of legal mortgage, all its Property identified in Schedule 1 (Details of Property),

**3 1 2 Fixed charge on other land and buildings**

by way of fixed charge, all its Property (but excluding any Property made subject to a valid legal mortgage under clause 3 1 1 above or any other legal mortgage in favour of the Chargee), all other interests in any rights under any licence or other agreement or document which gives the Chargor a right in relation to its Property,

**3 1 3 Fixed charge on plant and machinery**

by way of fixed charge, all plant and machinery (including those items of plant and machinery, if any, listed in Schedule 2 (Specifically identified chattels)), now or in the future owned by it in relation to its Property (but not including plant and machinery made subject to a valid legal mortgage or valid fixed charge under clauses 3 1 1 or 3 1 2 above nor any chattels mentioned in clause 3 1(d) below) and the benefit of all contracts, licences and warranties relating to the same,

**3 1 4 Fixed charge on 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 (Assignment by way of security) but are capable of being effectively charged, by way of fixed charge, the Insurances applicable to the Chargor and all Insurance Proceeds either now or in the future held by, written in favour of, or payable to the Chargor or in which the Chargor is otherwise interested, and

**3 1 5 Fixed charge on authorisations, compensation etc**

by way of fixed charge, the benefit of all Authorisations held or utilised by the Chargor in connection with the Property or the use of any of its assets on the Property (to the extent that such Authorisations are capable of being effectively charged) and the right to recover and receive all compensation which may at any time become payable to it in respect of such Authorisations to the extent permitted by the terms of such Authorisations and save in so far as any such

Authorisations are effectively subject to any valid assignment to the Chargee pursuant to this deed

**3 2 Assignment by way of security**

As further continuing security for the payment of the Secured Obligations the Chargor assigns (to the fullest extent capable of assignment) to the Chargee all its rights, title and interest in the Insurances and the benefit of all Insurance Proceeds

**3 3 Notice of assignment or charge**

The Chargor shall give notice of each such assignment of its right, title and interest (if any) in and to the Insurances and Insurance Proceeds forthwith upon the date of this deed, by sending a notice in the form of Schedule 4 (Notices) (with such amendments as the Chargee may agree) duly completed to each of the other parties to the Insurances and the Chargor shall use all its reasonable endeavours to procure that on receipt of such notice each such other party delivers, as soon as reasonably practicable, an acknowledgement to the Chargee in the form of the acknowledgement of notice contained in the notice set out in Schedule 4 (Notices) in each case with such amendments as the Chargee may agree

**3 4 Floating charge**

As further continuing security for the payment to the Chargee of the Secured Obligations the Chargor hereby charges in favour of the Chargee, by way of floating charge, all its assets and undertaking in relation to the Property referred to but not effectively charged by way of legal mortgage or fixed charge pursuant to the provisions of clause 3 1 (Fixed charges) or effectively assigned by way of security pursuant to clause 3 2 (Assignment by way of security).

**3 5 Conversion of floating charge**

The Chargee may at any time by notice in writing to the Chargor convert the floating charge created pursuant to clause 3 4 (Floating Charge) into a fixed charge as regards such assets as it shall specify in the notice in the event that

3 5 1 the Chargor has failed to comply with, or takes or threatens to take any action which in the reasonable opinion of the Chargee is likely to result in its failing to comply with its obligations under clause 5 (Negative Pledge and Disposal Restrictions), or

3 5 2 the Chargee considers (acting reasonably) that

- (a) such assets are in danger of being seized, or
- (b) any legal process or execution is being enforced against such assets, or
- (c) such assets are otherwise in jeopardy, or
- (d) steps have been taken which would, in the reasonable opinion of the Chargee, be likely to lead to the appointment of an administrator in relation to the Chargor (or such administrator has been appointed) or to the winding-up of the Chargor,

and by way of further assurance following such conversion the Chargor shall promptly execute a fixed charge over such assets in such form as the Chargee shall reasonably require

**3 6 Automatic conversion of floating charge**

In addition to any circumstances in which the floating charge created by clause 3 4 (Floating charge) of this deed will crystallise automatically under the general law, and without prejudice to the operation of clause 3 5 (Conversion of floating charge)

3 6 1 if the Chargor creates (or purports to create) any security on or over any Floating Charge Asset (other than as permitted by the Funding Agreement) without the prior written consent of the Chargee such floating charge will automatically, without any notice being given under clause 3 5 (Conversion of floating charge) and immediately upon such event occurring, be converted into a fixed charge over the relevant Floating Charge Asset, and

3 6 2 if the Chargor convenes a meeting of its members to consider passing a resolution to wind up the Chargor, or if a liquidator, Receiver or administrator or another similar officer is appointed in respect of the Chargor or any of its assets, such floating charge shall in like manner immediately upon the happening of such event be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Asset

**3 7 Continuing security**

All the security granted or created by this deed is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations

**3 8 Full title guarantee and implied covenants**

All the security created or given under this deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

**3 9 Miscellaneous**

The fact that no or incomplete details of any particular Secured Assets are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by this deed

**4 Further assurance**

**4 1 General**

4 1 1 The Chargor must at its own expense promptly do all such acts and things and execute such documents (including deeds, assignments, transfers, mortgages, charges, notices, instructions, assurances, agreements and instruments) as the Chargee may reasonably require in favour of the Chargee or its nominee(s)

- (a) to perfect and protect (including against any change in or revised interpretation of any law or regulation) the security created (or intended to be created) under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Chargee provided by or pursuant to the Funding Agreement or by law, or
- (b) to confer on the Chargee security over any property or assets of the Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this deed, or
- (c) (in its absolute discretion) to facilitate the realisation of the assets which are, or are intended to be, the subject of this deed, or
- (d) otherwise for enforcing the same or exercising any of the Chargee's rights, powers, authorities or discretions under this deed,

and the Chargor shall take all such action as is available to it (including the making of all filings and registrations and the payment of all fees and taxes) as may be necessary for the creation, perfection, protection, maintenance or enhancement of any security conferred or intended to be conferred on the Chargee pursuant to this deed

- 4 1 2 Any security document required to be executed by the Chargor pursuant to clause 4 1(a) will be prepared at the cost of the Chargor, and will be in such form and will contain such provisions as the Chargee may reasonably require

## 4 2 Land Registry - application for restriction

- 4 2 1 In relation to all present and future registered Property (and any other unregistered Property subject to compulsory first registration at the date of this deed) the Chargor is to apply to the Land Registrar to enter on the register against the title number of or to be allocated to the relevant Property) of

- (a) on Land Registry form RX1, 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 deed] in favour of The Greater London Authority as Chargee referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its duly authorised officer ", and

- (b) upon receipt of Land Registry form CH2 duly completed by the Chargee, notice of an obligation to make further advances

- 4 2 2 The Chargor must submit the relevant applications no later than the date of submission of the application for registration of security created by this deed and pay the fees (including professional fees and any Tax where applicable) incurred in connection with the applications

- 4 2 3 The Chargee, in its absolute discretion, may make any of the applications referred to in clause 4 2 1 in place of the Chargor. In such a case, the Chargor

consents to the entry of the relevant restriction and will pay the Expenses incurred in connection with the application

**4 3 Exempt information document**

**4 3 1** The Chargor must at its own expense do whatever the Chargee may reasonably require in connection with

- (a) any application by the Chargee to have this deed designated an exempt information document under Land Registration Rules 2003 rule 136, and
- (b) any person's application under Land Registration Rules 2003 rule 137 for disclosure of this deed following its designation as an exempt information document

**4 3 2** The Chargor must notify the Chargee in writing

- (a) before making any application to have this deed designated an exempt information document under Land Registration Rules 2003 rule 136,
- (b) as soon as it receives notice of any person's application under Land Registration Rules 2003 rule 137 for disclosure of this deed following its designation as an exempt information document, and
- (c) before making any application under Land Registration Rules 2003 rule 138 for removal of any such designation

**4 4 Delivery of deed to Land Registry**

The Chargor submitting this deed or any counterpart to the Land Registry must on each occasion also submit a certified copy of this deed and request the return of the original and upon the return of the original it must deliver such original to the Chargee

**5 Negative pledge and disposal restrictions**

**5 1 Negative pledge**

During the Security Period, the Chargor must not create, extend or permit to subsist any security over any of the Secured Assets, nor may it

- 5 1 1** sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by the Chargor or by any other member of the Group,
- 5 1 2** sell, transfer or otherwise dispose of any of its receivables,
- 5 1 3** enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts, or
- 5 1 4** enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of borrowing monies or otherwise raising indebtedness (whether actual or contingent and whatever the nature, structure or characteristic of the arrangement or transaction under which the relevant liability arises) or of financing the acquisition of an asset

**5 2 Exceptions**

Clause 5 1 does not apply

5 2 1 to the security created or required to be created by this deed,

5 2 2 to an Authorised Disposition permitted by the Funding Agreement,

5 2 3 to any security or transaction to which the Chargee has given its written consent, nor

5 2 4 to a Granted Lease to which the Chargee or the Agent has given its written consent in accordance with the Funding Agreement

**6 Representations and warranties**

The Chargor represents and warrants to the Chargee on the date of this deed and on each day during the Security Period on which representations and warranties set out in the Funding Agreement are or are deemed to be made or repeated

**6 1 Status**

It is a limited liability partnership, duly incorporated and validly existing under the laws of England and Wales and has the power to own its assets and carry on its business as it is being conducted

**6 2 Power and enforceability**

The Chargor has the power to enter into this deed and to perform its obligations and exercise its rights under it and the obligations expressed to be assumed by it under this deed are, subject to any general principles of law limiting its obligations which are applicable to creditors generally, legal, valid, binding and enforceable obligations

**6 3 No Event of Default**

6 3 1 No Event of Default is continuing or might reasonably be expected to result from the execution of this deed or from effect being given to its provisions

6 3 2 No person who holds any Security of a kind mentioned in clause 5 2 (Exceptions) over any asset of the Chargor has enforced or given notice of its intention to enforce such Security

**6 4 Non-conflict with other obligations**

Subject to any general principles of law limiting its obligations which are applicable to creditors generally, neither the execution of this deed by the Chargor, nor the Chargor's compliance with its terms will

- 6 4 1 conflict with any law or regulation applicable to it,
- 6 4 2 cause any limitation on any of its powers to be exceeded, nor
- 6 4 3 constitute a default or termination event (however described) under any agreement or instrument binding upon it

**6 5 Authorisations**

Subject to any general principles of law limiting its obligations which are applicable to creditors generally, all Authorisations necessary for the execution, delivery, issue, validity or enforceability of this deed or of the performance of the Chargor's obligations or the exercise of its rights under this deed have been obtained or effected

**6 6 Priority of Security**

Subject to the terms of the Intercreditor Deed, the mortgages, charges and assignments contained in clause 3 (Charging clause) constitute first priority security over the assets which are expressed to be secured by such mortgages, charges or assignments and those assets are not subject to any Security other than as permitted by the Funding Agreement

**7 Undertakings**

The Chargor undertakes to the Chargee in the terms of the following provisions of this clause 7, all such undertakings to commence on the date of this deed and to continue throughout the Security Period

**7 1 Perform**

It will at all times comply with the terms (express or implied) of this deed and of all other documents relating to the Secured Obligations

**7 2 Not to jeopardise security**

It will not do anything or allow anything to be done which may in any way depreciate, jeopardise or otherwise prejudice the value to the Chargee of the security constituted by this deed or the priority of its ranking as expressed in this deed

**7 3 Chattels - notice of charge**

If so requested by the Chargee it will place and maintain on each chattel the value of which exceeds £25,000 and which is subject to a fixed charge under this deed, in a conspicuous place, an identification marking as appears below and not conceal, alter or remove such marking or permit it to be concealed, altered or removed

**"Notice of Charge**

This [specify the chattel] and additions and ancillary equipment are subject to a first fixed charge in favour of The Greater London Authority as Chargee "

**7 4      Property**

It will comply with the covenants and other provisions of clauses 19 1 and 19 2 of the Funding Agreement in relation to the Property

**7 5      Access**

It will permit the Chargee and its professional advisers, agents and contractors access at all reasonable times and on reasonable notice (at the risk and, where the Chargee reasonably suspects a Default is continuing or is likely to occur, the cost of the Chargor) to the premises, assets, books, accounts and records of Chargor

**7 6      Deposit of documents**

It will promptly at the Chargee's request deposit (or procure to be deposited) with the Chargee (or as the Chargee directs).

7 6 1      all deeds and documents of title relating to the Property including official copies of Land Registry entries, counterpart leases, licences, and any other deeds or documents necessary or desirable to assist the Chargee to enforce the security created by this deed,

7 6 2      policies of insurance in respect of which the proceeds of any claims are assigned or charged pursuant to this deed, and

7 6 3      all such other documents relating to the Secured Assets as the Chargee may from time to time reasonably require

**7 7      Retention of documents**

The Chargee may retain any document delivered to it pursuant to clause 7 6 (Deposit of Documents) or otherwise until the Discharge Date and if, for any reason it ceases to hold any such document before such time, it may by notice to the Chargor require that the relevant document be redelivered to it and the Chargor must promptly comply (or procure compliance) with such notice

**7 8      Power to remedy**

If the Chargor fails to comply with any of the covenants and undertakings set out or referred to in Clauses 7 1 to 7 7 inclusive it will allow (and hereby irrevocably authorises) the Chargee and/or such persons as the Chargee nominates to take such action (including the making of payments) on behalf of the Chargor as is necessary to ensure that such covenants are complied with

**7 9      Expenses**

It will pay all Expenses within 3 Business Days of demand. If it does not do so, the Expenses will bear Interest at the Default Rate from and including the due date for payment to and including the date of actual payment

7 10      **Indemnity**

The Chargor will indemnify the Chargee and will keep the Chargee indemnified against all losses and Expenses incurred by the Chargee as a result of a breach by the Chargor of clause 6 and its obligations under clauses 7 1 to 7 6 inclusive and in connection with the exercise by the Chargee of its rights contained in clause 7 8 above (Power to remedy) All sums the subject of this indemnity will be payable by the Chargor to the Chargee within 3 Business Days of demand

8            **Enforceability**

For the purposes of all powers implied by the LPA, the Insolvency Act or any other applicable statute, the Secured Obligations shall be deemed to have become due and payable and this deed will become immediately enforceable and the powers of the Chargee and any Receiver will become exercisable on the date of this deed, but, as between the Chargee and the Chargor, the power of sale shall be exercisable only upon the occurrence of an Event of Default and for so long as it is continuing (unless there has been a request from the Chargor to the Chargee for the appointment of a Receiver, in which case it will be exercisable at any time following the making of such request)

9            **Enforcement of security**

9 1          At any time after the Chargee's power of sale has become exercisable, the Chargee may without further notice

9 1 1        appoint one or more than one Receiver in respect of the Secured Assets or any of them and if more than one Receiver is appointed the Receiver may act jointly and severally or individually, or

9 1 2        take possession of the Secured Assets, or

9 1 3        in its absolute discretion enforce all or any part of the security created by this deed in such other lawful manner as it thinks fit

9 2          The Chargee may remove the Receiver and appoint another Receiver and the Chargee may also appoint an alternative or additional Receiver

9 3          Where more than one Receiver is appointed, the powers exercisable by this deed or statute shall be exercisable by all or any one or more of the Receivers and any reference to "Receiver" shall be construed accordingly

9 4          If the Chargee excludes part of the Secured Assets from the appointment of any Receiver, the Chargee may subsequently extend the appointment to such excluded part of the Secured Assets

9 5          The Receiver will, so far as the law permits, be the agent of the Chargor and the Chargor alone will be responsible for the acts omissions or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver and for his remuneration The Chargee will not be responsible for any misconduct, negligence or default of the Receiver

- 9 6 The powers of the Receiver will continue in full force and effect following the liquidation of the Chargor
- 9 7 The remuneration of the Receiver may be fixed by the Chargee but will be payable by the Chargor. The amount of the remuneration will form part of the Secured Obligations
- 9 8 The Receiver will have the power on behalf and at the cost of the Chargor
- 9 8 1 to do or omit to do anything which he considers appropriate in relation to the Secured Assets, and
- 9 8 2 to exercise all or any of the powers conferred on the Receiver or the Chargee under this deed or conferred upon administrative receivers by the Insolvency Act (even if he is not an administrative receiver), or upon receivers by the LPA or any other statutory provision (even if he is not appointed under the LPA or such other statutory provision)
- 9 9 Without prejudice to the general powers set out in clause 9 8 a Receiver will also have the powers and discretions set out in Schedule 5 (Receiver's specific powers)
- 9 10 The Chargee or any Receiver may sever any Fixtures from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Obligations
- 9 11 If the Chargee or the Receiver obtains possession of the Property, the Chargee or the Receiver may use and remove, store or sell any chattels on the Property, whether or not forming part of the Secured Assets, without being under any liability to the Chargor other than to account for their net proceeds of the sale. All Expenses and liabilities incurred by the Chargee or the Receiver in connection with the removal, storage and sale of such chattels will form part of the Secured Obligations
- 9 12 If (notwithstanding any representation or warranty to the contrary contained in this deed) there shall be any security affecting the Secured Assets or any of them which ranks in priority to the security created by this deed and the holder of such prior security takes any steps to enforce such security, the Chargee or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such security
- 9 13 The Chargee may, at any time after this deed has become enforceable pursuant to clause 8 (Enforceability), exercise, to the fullest extent permitted by law, all or any of the powers, authorities and discretions conferred on a Receiver by this deed, whether as attorney of the Chargor or otherwise and whether or not a Receiver has been appointed
- 9 14 The Chargee may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on Receivers by this deed

**10 Application of proceeds**

**10 1 Recoveries by Receiver**

The proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Obligations, be applied by or at the direction of the Receiver in the following order of priority

10 1 1 in discharging any sums owing to any Receiver or any Delegate,

10 1 2 in payment of all costs and expenses incurred by any Enforcement Party in connection with any realisation or enforcement of security taken in accordance with the terms of the Funding Agreement

**10 2 Right of appropriation**

The Chargee is entitled to appropriate money and/or assets to Secured Obligations in such manner or order as it thinks fit and any such appropriation shall override any appropriation by the Chargor

**10 3 Insurances**

All monies received by virtue of any Insurances maintained or effected in respect of the Secured Assets shall

10 3 1 for so long as an Event of Default is continuing, be paid to the Chargee (or if not paid by the insurers directly to the Chargee shall be held on trust for the Chargee) for application in accordance with the Funding Agreement; and

10 3.2 at any other time, be applied in accordance with the Funding Agreement

**10 4 Suspense Account**

The Chargee may place (for such time as it thinks prudent) any money received by it pursuant to this deed to the credit of a separate or suspense account (without liability to account for interest thereon) for so long and in such manner as the Chargee may from time to time determine without having any obligation to apply that money or any part of it in or towards discharge of the Secured Obligations

**11 Protection of third parties**

**11 1 No duty to enquire**

A buyer from, tenant or other person dealing with any Enforcement Party will not be concerned to enquire whether any of the powers which it has exercised or purported to exercise has arisen or become exercisable and may assume that it is acting in accordance with this deed

**11 2 Receipt conclusive**

The receipt of the Chargee or any Receiver shall be an absolute and a conclusive discharge to a purchaser of the Secured Assets and shall relieve him of any obligation to

see to the application of any monies paid to or by the direction of the Chargee or any Receiver

**12 Protection of chargee**

**12.1 Chargee's receipts**

The Chargee shall not be obliged to account to the Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or who the Chargee, acting reasonably, believes to be entitled) in accordance with the requirements of this deed

**12.2 Exclusion of liability**

12.2.1 No Enforcement Party will be liable to the Chargor for any expense, loss liability or damage incurred by the Chargor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from the relevant Enforcement Party's gross negligence, fraud or wilful misconduct

12.2.2 The Chargor may not take any proceedings against any officer, employee or agent of any Enforcement Party in respect of any claim it might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this deed

12.2.3 Any officer, employee or agent of any Enforcement Party may rely on this clause 12 under the Third Parties Act

**12.3 Effect of possession**

If the Chargee or any Receiver enters into possession of the Secured Assets or any of them, this will not oblige either the Chargee or the Receiver to account as mortgagee in possession, and if the Chargee enters into possession at any time of the Secured Assets or any of them it may at any time at its discretion go out of such possession

**12.4 Chargor's indemnity**

The Chargor agrees with the Chargee to indemnify the Chargee and any Receiver or Delegate within 3 Business Days of demand against any costs, loss or liability incurred by any of them in respect of

12.4.1 any exercise of the powers of the Chargee or the Receiver or any attempt or failure to exercise those powers, and

12.4.2 anything done or omitted to be done in the exercise or purported exercise of the powers under this deed or under any appointment duly made under the provisions of this deed

**13 Power of attorney**

**13.1 Grant of power**

The Chargor irrevocably and by way of security appoints the Chargee and each Receiver and any person nominated for the purpose by the Chargee or the Receiver (in writing, under hand, signed by an officer of the Chargee or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in clause 13.2 below

**13.2 Extent of power**

The power of attorney granted in clause 13.1 above allows the Chargee, the Receiver or such nominee, in the name of the Chargor, on its behalf and as its act and deed to

13.2.1 perfect the security given by the Chargor under this deed,

13.2.2 do any act or thing which the Chargor ought or has agreed to execute or do under this deed, and

13.2.3 following the occurrence of an Event of Default which is continuing, execute, seal and deliver (using the Chargor's seal where appropriate) any document which the Chargee, the Receiver or such nominee may in their absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Chargee or the Receiver under, or otherwise for the purposes of, this deed

**13.3 Ratification**

The Chargor covenants with the Chargee to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this clause 13

**14 Application, variation and extension of statutory provisions**

**14.1 Application of statutory covenants**

The covenants set out in sections 2 to 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind the Chargor only if, in any case, the relevant covenant imposes upon the Chargor a burden, liability or obligation that would not otherwise arise under this deed

**14.2 Conditions applicable to power of sale etc.**

14.2.1 For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of clause 8 (Enforceability)), the conditions set out in that section as to when such powers arise do not apply and the Secured Obligations become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this deed, and

14.2.2 the Chargee and any Receiver may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this deed

**14.3 Extension of powers of sale, etc.**

14.3.1 The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Chargee in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this deed

14.3.2 The Chargee and any Receiver shall also have and enjoy all the other powers, privileges, rights and protections conferred by the LPA and the Insolvency Act on mortgagees, receivers or administrative receivers (each as amended and extended by this deed and whether or not a receiver or administrative receiver has been appointed) but so that if there is any ambiguity or conflict between the powers contained in such statutes and those contained in this deed, those contained in this deed shall prevail

**14.4 Consolidation of mortgages**

The restriction on the consolidation of mortgages in Section 93 of the LPA does not apply to this deed nor to any security given to the Chargee pursuant to this deed

**14.5 Powers of leasing, etc -Chargor**

The statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Chargor in relation to the Secured Assets or any part thereof, other than as permitted by the Funding Agreement

**14.6 Powers of leasing, etc -Chargee**

The restrictions on the powers of the Chargee or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the LPA do not apply to this deed

**14.7 LPA provisions relating to appointment of Receiver**

Section 109(1) of the LPA shall not apply to this deed

**14.8 Application of proceeds**

Sections 105, 107(2), 109(6) and 109(8) of the LPA will not apply to the Chargee nor to a Receiver appointed under this deed

**15 Other miscellaneous provisions**

**15.1 Powers, rights and remedies cumulative**

The powers, rights and remedies provided in this deed are in addition to (and not instead of) powers, rights and remedies under law

**15.2 Exercise of powers, rights and remedies**

If an Enforcement Party fails to exercise any power, right or remedy under this deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power,

right or remedy once, this does not mean that it cannot exercise such power right or remedy again, fully or in part

**15 3 Discretion**

15 3 1 Subject to the terms of any other applicable provision of this deed, the Chargee may decide

(a) whether and, if so, when, how and to what extent (i) to exercise its rights under this deed and (ii) to exercise any other right it might have in respect of the Chargor (or otherwise), and

(b) when and how to apply any payments and distributions received for its own account under this deed,

and the Chargor has no right to control or restrict the Chargee's exercise of this discretion

15 3 2 No provision of this deed will interfere with the Chargee's right to arrange its affairs as it may in its absolute discretion decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated

**15 4 Set-off and combination of accounts**

No right of set-off or counterclaim may be exercised by the Chargor in respect of any payment due to the Chargee under this deed

**15 5 Information**

The Chargor authorises the holder of any prior or subsequent security to provide to the Chargee, and the Chargee to receive from such holder, details of the state of account between such holder and the Chargor

**15 6 No assignment by Chargor**

The Chargor must not assign, novate or otherwise deal with its rights or obligations under or interests in this deed, except with the prior written consent of the Chargee

**15 7 Transfer by Chargee**

15 7 1 Save as otherwise provided in the Funding Agreement, the Chargee may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this deed

15 7 2 The Chargee may disclose any information about the Chargor, the Secured Assets and/or this deed to any person to whom it proposes to assign, novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this deed, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests subject to any restrictions as to confidentiality set out in the Funding Agreement which shall be extended to apply to this deed

15 7 3 Any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this deed in the same way as if it had been a Party instead of the Chargee

15 7 4 If the Chargee transfers part only of its rights in respect of the Secured Obligations to any person, then this deed shall thereupon be deemed to have been entered into by the Chargee as trustee for itself and such other person

**15 8 Avoidance of settlements and other matters**

15 8 1 Any payment made by the Chargor, or settlement or discharge between the Chargor and the Chargee, is conditional upon no security or payment to the Chargee by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force and accordingly (but without limiting the Chargee's other rights under this deed) the Chargee shall be entitled to recover from the Chargor the value which the Chargee has placed upon such security or the amount of any such payment as if such payment, settlement or discharge had not occurred

15 8 2 If the Chargee, acting reasonably, considers that any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in clause 15 9(a), then for the purposes of this deed such amount shall not be considered to have been irrevocably paid

**15 9 Further advances**

The Chargee confirms that it must perform its obligations to the extent arising under the Funding Agreement to make further advances The security constituted by this deed has been made for securing such further advances

**15 10 Waiver of immunity**

To the extent that the Chargor may be entitled in any jurisdiction to claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process of any kind wherever it might originate or to the extent that in any such jurisdiction there may be attributed to the Chargor or its assets such immunity (whether or not claimed), it hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction

**15 11 Perpetuity Period**

The perpetuity period applicable to the trusts created by this deed is 125 years

**15 12 Release of security**

On the Discharge Date (but subject to clause 15 8 (Avoidance of settlements and other matters)) the Chargee shall at the request and reasonable cost of the Chargor execute and do all deeds, acts and things as may be necessary to release the Secured Assets from the security constituted hereby or pursuant hereto

**15 13 Currency provisions**

No payment to the Chargee (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made unless and until the Chargee shall have received payment in full in the currency in which the obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Chargee shall have a further separate cause of action against the Chargor and shall be entitled to enforce the security constituted by this deed to recover the amount of the shortfall

**16 Communications**

**16 1** Each notice, consent and other communication in respect of this deed will be effective only if made by letter or fax, delivered to the relevant address or fax number specified on the execution page(s) of this deed (or to any substitute address or fax number notified in writing by the relevant Party for this purpose) and marked for the attention of the specified department/individual, if applicable. Each communication by letter will be effective only if delivered by hand, sent by first class post (if sent from and to an address in the UK) or sent by airmail (if sent from or to an address elsewhere)

**16 2** Each communication will become effective as follows (references to times are to times in the place of delivery of the communication)

**16 2 1** a hand-delivered letter will be effective as soon as it is delivered (or, if it is delivered after 5pm or on a day that is not a Business Day, it will be effective at 9am on the next Business Day),

**16 2 2** a letter sent by post from and to an address in the UK will be effective at 9am on the second Business Day after it is posted and a letter sent by airmail from or to an address elsewhere will be effective at 9am on the tenth Business Day after it is posted,

**16 2 3** a fax will be effective one hour after the sending fax machine (or other system) generates a confirmation that the communication has been sent in full (or, if this occurs after 5pm or on a day that is not a Business Day, it will be effective at 9am on the next Business Day), and

**16 2 4** each communication to the Chargee will become effective only when actually received by the Chargee

**17 Governing law**

**17 1 Governing law**

This deed and all non-contractual obligations arising under it are governed by English law

**17 2 Jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "Dispute"). Each Party agrees that the courts of England are

the most appropriate and convenient courts to settle any Dispute and accordingly neither Party will argue to the contrary. This clause 17.2 is for the benefit of the Enforcement Parties only. As a result, no Enforcement Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, each Enforcement Party may take concurrent proceedings in any number of jurisdictions.

**18 This deed**

**18.1 Consideration**

The Chargor has entered into this deed in consideration of the Chargee agreeing to provide (or to continue to provide) finance facilities to the Chargor on the terms agreed in the Funding Agreement.

**18.2 Execution of this deed - counterparts**

If the Parties execute this deed in separate counterparts, this deed will take effect as if they had all executed a single copy.

**18.3 Execution of this deed - formalities**

This deed is intended to be a deed even if any Party's execution is not in accordance with the formalities required for the execution of deeds.

**18.4 Partial invalidity**

18.4.1 If, at any time, any provision of this deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.

18.4.2 If any Party is not bound by this deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this deed (or under the relevant part).

**18.5 Other security**

This deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Chargee may now or at any time after the date of this deed hold for or in respect of the Secured Obligations.

**18.6 Ownership of this deed**

This deed and every counterpart is the property of the Chargee.

This deed is made and delivered as a deed on the date given on page 1.

**Schedule 1**

**Details of Property**

<b>Property description</b>	<b>Title number(s)</b>	<b>Land Registry Administrative Area</b>
The freehold land known as 19 and 21 Western Road	MX116032 (whole)	London Borough of Ealing

**Schedule 2**  
**Specifically identified chattels**

None

**Schedule 3**

**Insurances**

	<b>Policy number</b>	<b>Name and address of Insurer</b>	<b>Name and address of broker</b>	<b>Brief description of assets insured</b>	<b>Date of expiry of policy*</b>
1	Intentionally blank				

**Schedule 4**

**Notices**

**Notice by way of assignment**

(For attachment by way of endorsement to the Insurances)

To [name and address of insurer]

**Re: The policies of insurance referred to in the Schedule below (the "Policies")**

We, [LLP name] (the **Chargor**), hereby give you notice that, by a legal mortgage [date] (the **Mortgage**) and made by the Chargor in favour of The Greater London Authority (the **Chargee**), the Chargor has assigned to the Chargee, as first priority assignee all of the respective Policies taken out by the Chargor or on its behalf with you as are assignable or as are capable of being assigned by law, and all its right, title and interest under and in respect of the Policies ((including, but not limited to, the benefit of all sums assured by the Policies and all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of the Policies and all interest on any of the foregoing)) as security for certain obligations now or hereafter owed by the Chargor to the Chargee

We hereby irrevocably and unconditionally authorise you

- 1 to note the interest of the Chargee on the Policies; and
- 2 to issue an acknowledgement, in the form attached, to the Chargee and to act on the instructions of the Chargee in the manner provided in that letter without any further reference to or authorisation from us

Please sign and return the enclosed copy of this notice to the Chargee (with a copy to the Chargor) by way of acknowledgement of this notice and confirmation that you agree

- (a) to the terms set out in this notice and to act in accordance with its provisions, and
- (b) to disclose to us without any reference to or further authority from the Chargor such information relating to the Policies as we may at any time reasonably request,
- (c) not to cancel or decline renewal of any of the Policies without giving us 30 days prior written notice, and
- (d) not to cancel the Policies, nor allow the Policies to lapse, at the request of the Chargor, without first obtaining our consent

For and on behalf of.

[LLP name]

By

### The Schedule

### The Policies\*

\*To be completed by the Chargor and approved by the Chargee and to include all relevant policies with the named Insurer

	Policy number	Name address Insurer	and of	Name address broker	and of	Brief description of assets insured	Date of expiry of policy*
1	[number]						
2	[number]						
3	[number]						
4	[number]						
5	[number]						

\*Not required if policies are annually renewable

Dated [date]

[to be endorsed on copy notice]

To [the Bank] (as referred to in a Mortgage dated [date] granted to you by the Chargor)

cc [LLP name]

We hereby acknowledge receipt of the above notice and confirm our agreement to the matters set out in paragraphs A to D (inclusive) above

Signed

for and on behalf of [name of insurer]

Dated [date]

## **Schedule 5**

### **Receiver's specific powers**

The Receiver will have full power and authority

#### **1 Possession**

- 1 1 to enter upon, take possession of the Secured Assets,
- 1 2 to collect and get in all rents, fees, charges or other income of the Secured Assets,

#### **2 Carry on business**

generally to manage the Secured Assets and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business of the Chargor or any part of it as he may think fit,

#### **3 Sale and disposal**

- 3 1 without restriction, to sell, charge, grant, vary the terms or accept surrenders of, leases or tenancies of, licences to occupy, or options or franchises over or otherwise deal with and dispose of the Secured Assets or any property acquired in exercise of its powers under this deed,
- 3 2 any sale, exchange, realisation, disposal, lease or tenancy may be for cash, debentures or other obligations, shares, stock or other valuable consideration,
- 3 3 to sever fixed plant, machinery or other Fixtures and store, sell or otherwise deal with them separately from the Property to which they may be annexed,

#### **4 Acquisition**

- 4 1 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land,
- 4 2 to take a lease or tenancy of any property required or convenient for the business of the Chargor or the exercise of the Receiver's powers under this deed,

#### **5 Leases**

- 5 1 to exercise on behalf of the Chargor and without the consent of or notice to the Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to leasehold property, landlord and tenant, rents, housing or agriculture in respect of the Property,
- 5 2 to sell, lease surrender or accept surrenders of leases charge or otherwise deal or dispose of,
- 5 3 exercise the Chargor's rights under any rent review clause contained in any lease of the Property and grant or apply for any new or extended lease,

**6        Borrowing**

for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this deed and/or for defraying any losses or Expenses which may be incurred by him in their exercise or for any other purpose, to raise or borrow moneys from the Chargee or others or incur any other liability on such terms, whether secured or unsecured, as he may think fit, and whether to rank in priority to this security or not,

**7        Employment etc.**

to appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this deed or to guard or protect the Secured Assets upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by the Chargor prior to his appointment,

**8        Legal actions and compromises**

8 1        in the name of the Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to the Chargor, the business of the Chargor or the Secured Assets as in any case he shall think fit (including but not limited to proceedings for the collection of rent in arrears pre-dating the date of the Receiver's appointment) ,

8 2        to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Chargor or relating in any way to the Secured Assets,

**9        Receipts**

to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Secured Assets,

**10       Works and maintenance**

to obtain Authorisations for and to carry out on the Property any new works or complete any unfinished works of development, building, reconstruction, maintenance, repair, renewal, improvement, furnishing or equipment,

**11       Contracts**

to enter into, vary, cancel or waive any of the provisions of any contracts which he shall in any case think expedient in the interests of the Chargor or the Chargee,

**12       Supplies**

to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit,

**13 Insurances and bonds**

to insure the Secured Assets, any assets acquired by the Receiver in exercise of his powers, and any business or works, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as the Receiver shall think fit, and obtain bonds and give indemnities and security to any bondsmen,

**14 Chattels**

to remove, store, sell or otherwise deal with any chattels located at the Property

**15 Form company**

15.1 to promote or establish any company or to acquire shares in any company (whether as a subsidiary of the Chargor or otherwise) to facilitate the exercise of his powers under this deed,

15.2 to transfer to any such company all or any of the Secured Assets or other assets acquired by the Receiver in exercise of his powers,

15.3 to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company,

**16 Voting rights**

to exercise all voting and other rights attaching to the Investments and all other stocks, shares and securities owned by the Chargor and comprised in the Secured Assets in such manner as he may think fit,

**17 Calls**

to make, or require the directors of the Chargor to make, calls conditionally or unconditionally on the members or other party of the Chargor in respect of uncalled capital, and take action to enforce payment of unpaid calls,

**18 Transaction**

to carry into effect and complete any transaction including by executing deeds or documents in the name of or on behalf of the Chargor

**19 Redeem security**

to redeem any prior security (or procure the transfer of such security to an Enforcement Party) and settle and pass the accounts of the person entitled to the prior security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver,

**20 General**

either in the name of the Chargor or in the name of the Receiver to execute documents and do all other acts or things which the Receiver may consider to be incidental or

conducive to any of the Receiver's powers or to the realisation or use of the Secured Assets

Execution

signed as a deed by )  
POCKET LIVING (2013) LLP )  
acting by Paul HARRARD )  
a director of POCKET LIVING LIMITED )  
in the presence of )



Member

witness signature Debbie Storrall  
name DEBBIE STORRALL  
address 14 force street  
London  
WC2E 9DH  
occupation OFFICE MANAGER

The common seal of )  
THE GREATER LONDON AUTHORITY )  
Is hereunto affixed )  
in the presence of )

Authorised Signatory



Certified true copy of the original  
*Charles Russell Speechlys LLP*  
Charles Russell Speechlys LLP  
6 New Street Square  
London EC4A 3LX  
Date *5/12/14*  
Reference *FKM/355594*

dated *4* December 2014

**Pocket Living (2013) LLP**

and

**The Greater London Authority**

**Legal Mortgage**

Trowers & Hamlin LLP  
3 Bunhill Row  
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**trowers & hamlin**

<b>Contents</b>	<b>Page</b>
<b>1 Interpretation</b>	<b>1</b>
<b>2 Covenant to pay</b>	<b>5</b>
<b>3 Charging clause</b>	<b>6</b>
<b>4 Further assurance</b>	<b>8</b>
<b>5 Negative pledge and disposal restrictions</b>	<b>10</b>
<b>6 Representations and warranties</b>	<b>11</b>
<b>7 Undertakings</b>	<b>12</b>
<b>8 Enforceability</b>	<b>14</b>
<b>9 Enforcement of security</b>	<b>14</b>
<b>10 Application of proceeds</b>	<b>16</b>
<b>11 Protection of third parties</b>	<b>16</b>
<b>12 Protection of chargee</b>	<b>17</b>
<b>13 Power of attorney</b>	<b>18</b>
<b>14 Application, variation and extension of statutory provisions</b>	<b>18</b>
<b>15 Other miscellaneous provisions</b>	<b>19</b>
<b>16 Communications</b>	<b>22</b>
<b>17 Governing law</b>	<b>22</b>
<b>18 This deed</b>	<b>23</b>
<b>Schedule 1 - Details of Property</b>	<b>24</b>
<b>Schedule 2 - Specifically identified chattels</b>	<b>25</b>
<b>Schedule 3 - Insurances</b>	<b>26</b>
<b>Schedule 4 - Notices</b>	<b>27</b>
<b>Schedule 5 - Receiver's specific powers</b>	<b>29</b>
<b>Execution</b>	<b>33</b>

## Deed

dated

4 December 2014

## Parties

- (1) **Pocket Living (2013) LLP** registered in England and Wales (registered number OC385056) (the **Chargor**), and
- (2) **The Greater London Authority** as chargee (the **Chargee**)

## 1 Interpretation

### 1.1 Incorporation of terms defined in the Funding Agreement

Except where this deed expressly states otherwise, each term used in this deed which is defined in the Funding Agreement (including in the Schedules hereto) has the same meaning as in the Funding Agreement and shall be construed in accordance with the Funding Agreement

### 1.2 Expressly defined terms

In this deed

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

**Default Rate** means two per cent per annum above the base rate of The Royal Bank of Scotland from time to time,

**Delegate** means any delegate, agent, attorney or trustee appointed by the Chargee,

**Discharge Date** means the date with effect from which the Chargee confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Chargee cancelled,

**Enforcement Party** means any of the Chargee, a Receiver or a Delegate,

**Event of Default** means any of the events or circumstances defined in the Funding Agreement as an Event of Default,

**Expenses** means all costs or expenses and legal and other professional fees in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party or any other party in connection with or incidental to enforcing or exercising any power under this deed, the appointment of any Receiver or Delegate or an administrator, the breach of any provision of this deed and / or the protection, realisation or enforcement of this deed, and includes any payments made under clause 7.14 (Power to remedy), and also includes the costs of transferring to the Chargee or a Receiver any security ranking in priority to the security constituted by this deed, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security (if applicable),

**Funding Agreement** means the agreement dated 19 July 2013 and made between, amongst others, (1) the Chargor as borrower and (2) the Chargee as lender, as the same may be varied, amended, modified, supplemented or replaced,

**Fixtures** means any fixtures (but excluding landlord's fixtures), fittings, fixed plant or machinery from time to time situated on or forming part of the Property,

**Floating Charge Asset** means, at any time, all of the Secured Assets which are at that time the subject of the floating charge created under this deed,

**Granted Lease** means any lease, agreement for lease, tenancy, contractual licence or other document which gives a person who is not the Chargor the right to occupy, use or enjoy the Property,

**Group** means any group of companies for the time being comprising the Chargor, its Subsidiaries, any company of which the Chargor is a Subsidiary and any other Subsidiary of such company,

**Hazardous Materials** means any element or substance, whether natural or artificial, whether consisting of gas, liquid, solid or vapour and whether on its own or in any combination with any other element or substance, which is capable of causing harm to the health or safety of any human and/or of any other living organism in the ecological systems or damage to the Environment and/or to public health or welfare,

**Insurances** means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor in respect of the Property or (to the extent of its relevant interest) in which the Chargor has an interest, including (without limitation) those detailed in Schedule 3 (Insurances),

**Insurance Proceeds** means the proceeds of any insurance claim received by the Chargor in relation to the Insurances, after deduction of any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of the Insurances and all interest on any of the foregoing,

**Insolvency Act** means the Insolvency Act 1986,

**Intercreditor Deed** means the intercreditor deed dated 13 June 2014 between the Chargor, the Chargee and Lloyds Bank PLC,

**Interest** means interest at the rate provided in and calculated and compounded as agreed in accordance with the Funding Agreement both before and after judgement from time to time,

**LPA** means the Law of Property Act 1925,

**Party** means a party to this deed,

**Planning Acts** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act

1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and the Highways Act 1980,

**Property** means the Real Property specified in Schedule 1 (Details of Property) together with all proceeds of sale deriving from any such Real Property, the benefit of all covenants given in respect of such Real Property and any monies paid or payable in respect of such covenants,

Any reference to **Property** includes a reference to each separate property of which particulars are set out in Schedule 1 (Details of Property) and to any part or parts of such property,

**Real Property** means any freehold, leasehold or immovable property and any buildings, fixtures, fittings, fixed plant, machinery, furniture, furnishings, equipment tools and other chattels from time to time situated on or forming part of any such property,

**Receiver** means any one or more receivers and managers or (if the Chargee so specifies in the relevant appointment) receivers appointed by the Chargee pursuant to this deed in respect of the Chargor or in respect of the Secured Assets or any of them,

**Secured Assets** means the assets charged, assigned or otherwise the subject of any security created by or pursuant to this deed and includes any part or parts of such assets,

**Secured Obligations** means all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred, actual or contingent by the Chargor to the Chargee whether incurred alone or jointly including but not limited to those under the Funding Agreement, whatever their nature or basis, in any currency or currencies and however they are described together with charges, commission, Interest and Expenses,

**Security Period** means the period beginning on the date of this deed and ending on the Discharge Date,

**Third Parties Act** means the Contracts (Rights of Third Parties) Act 1999

### 1 3 Construction

In this deed

- 1 3 1 any reference to
- (a) the word **administrator** includes administrators and joint administrators,
  - (b) the word **assets** includes present and future property, revenue, rights and interests of every kind,
  - (c) the word **guarantee** includes any guarantee or indemnity and any other financial support (including any participation or other assurance against loss and any deposit or payment) in respect of any person's indebtedness,

- (d) the word **indebtedness** includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent),
  - (e) the word **law** includes law established by or under statute, constitution, treaty, decree, regulation or judgment, common law and customary law, and the word "lawful" and similar words and phrases are to be construed accordingly,
  - (f) the word **person** includes any individual, company, corporation, firm, government, state or any agency of a state and any association, partnership or trust (in each case, whether or not it has separate legal personality),
  - (g) the word **regulation** includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental),
  - (h) the word **security** includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect,
  - (i) the word **set-off** includes analogous rights and obligations in other jurisdictions, and
  - (j) the word **tax** includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment),
- 1 3 2 where something (or a list of things) is introduced by the word **including**, or by the phrase **in particular**, or is followed by the phrase **or otherwise**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used),
- 1 3 3 each reference to the **Chargor**, the **Chargee**, or any **Party** includes its successors in title and its permitted assignees or permitted transferees,
- 1 3 4 unless this deed expressly states otherwise or the context requires otherwise,  
 (a) each reference in this deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this deed) and (b) each reference in this deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this deed and whether amended or re-enacted since the date of this deed),
- 1 3 5 each reference to this deed (or to any other agreement or deed) means, at any time, this deed (or as applicable such other agreement or deed) as amended,

novated, re-stated, substituted or supplemented at that time, provided that the relevant amendment, novation, re-statement, substitution or supplement does not breach any term of this deed or the Funding Agreement,

1 3 6 each reference to the singular includes the plural and vice versa, as the context permits or requires,

1 3 7 the index and each heading in this deed is for convenience only and does not affect the meaning of the words which follow it,

1 3 8 each reference to a clause or Schedule is (unless expressly provided to the contrary) to be construed as a reference to the relevant clause of or Schedule to this deed,

1 3 9 wherever this deed states that the Chargor must not take a particular step without the consent of the Chargee, the Chargee has discretion whether to give its consent and can impose conditions on any such consent it gives, and

1 3 10 an Event of Default is **continuing** if it has not been remedied to the satisfaction of the Chargee (acting reasonably) or waived

#### 1 4 **Third Party Rights**

1 4 1 A person who is not an Enforcement Party has no right under the Third Parties Act to enforce or enjoy the benefit of any term of this deed except to the extent that this deed or the Funding Agreement expressly provides for it to do so

1 4 2 No consent of any person who is not a Party is required to rescind or vary this deed at any time

1 4 3 This clause 1 4 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act

#### 1 5 **Incorporation of other terms**

The terms of any other documents under which Secured Obligations arise and of any side letters between the Chargor and the Chargee relating to the Secured Obligations are incorporated in this deed to the extent required for any purported disposition of the Secured Assets contained in this deed to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

#### 2 **Covenant to pay**

##### 2 1 **Covenant**

The Chargor hereby, as primary obligor and not merely as surety, covenants with the Chargee that it will pay, discharge and perform the Secured Obligations when due and demanded and in the manner provided in the Funding Agreement

##### 2 2 **Default Interest**

Any amount which is not paid under this deed on the due date shall bear interest (as well after as before judgment) payable on demand at the Default Rate from time to time from

the due date until the date of actual unconditional and irrevocable payment and discharge of such amount in full, save to the extent that interest at such rate on such amount and for such period is charged pursuant to the Funding Agreement relevant to that liability and itself constitutes part of the Secured Obligations

### **3 Charging clause**

#### **3 1 Grant of security**

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges as security in favour of the Chargee the following assets

##### **3 1 1 Legal mortgage on specified land and buildings**

by way of legal mortgage, all its Property identified in Schedule 1 (Details of Property),

##### **3 1 2 Fixed charge on other land and buildings**

by way of fixed charge, all its Property (but excluding any Property made subject to a valid legal mortgage under clause 3 1 1 above or any other legal mortgage in favour of the Chargee), all other interests in any rights under any licence or other agreement or document which gives the Chargor a right in relation to its Property,

##### **3 1 3 Fixed charge on plant and machinery**

by way of fixed charge, all plant and machinery (including those items of plant and machinery, if any, listed in Schedule 2 (Specifically identified chattels)), now or in the future owned by it in relation to its Property (but not including plant and machinery made subject to a valid legal mortgage or valid fixed charge under clauses 3 1 1 or 3 1 2 above nor any chattels mentioned in clause 3 1(d) below) and the benefit of all contracts, licences and warranties relating to the same,

##### **3 1 4 Fixed charge on 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 (Assignment by way of security) but are capable of being effectively charged, by way of fixed charge, the Insurances applicable to the Chargor and all Insurance Proceeds either now or in the future held by, written in favour of, or payable to the Chargor or in which the Chargor is otherwise interested, and

##### **3 1 5 Fixed charge on authorisations, compensation etc**

by way of fixed charge, the benefit of all Authorisations held or utilised by the Chargor in connection with the Property or the use of any of its assets on the Property (to the extent that such Authorisations are capable of being effectively charged) and the right to recover and receive all compensation which may at any time become payable to it in respect of such Authorisations to the extent permitted by the terms of such Authorisations and save in so far as any such

Authorisations are effectively subject to any valid assignment to the Chargee pursuant to this deed

**3 2 Assignment by way of security**

As further continuing security for the payment of the Secured Obligations the Chargor assigns (to the fullest extent capable of assignment) to the Chargee all its rights, title and interest in the Insurances and the benefit of all Insurance Proceeds

**3 3 Notice of assignment or charge**

The Chargor shall give notice of each such assignment of its right, title and interest (if any) in and to the Insurances and Insurance Proceeds forthwith upon the date of this deed, by sending a notice in the form of Schedule 4 (Notices) (with such amendments as the Chargee may agree) duly completed to each of the other parties to the Insurances and the Chargor shall use all its reasonable endeavours to procure that on receipt of such notice each such other party delivers, as soon as reasonably practicable, an acknowledgement to the Chargee in the form of the acknowledgement of notice contained in the notice set out in Schedule 4 (Notices) in each case with such amendments as the Chargee may agree

**3 4 Floating charge**

As further continuing security for the payment to the Chargee of the Secured Obligations the Chargor hereby charges in favour of the Chargee, by way of floating charge, all its assets and undertaking in relation to the Property referred to but not effectively charged by way of legal mortgage or fixed charge pursuant to the provisions of clause 3 1 (Fixed charges) or effectively assigned by way of security pursuant to clause 3 2 (Assignment by way of security)

**3 5 Conversion of floating charge**

The Chargee may at any time by notice in writing to the Chargor convert the floating charge created pursuant to clause 3 4 (Floating Charge) into a fixed charge as regards such assets as it shall specify in the notice in the event that

3 5 1 the Chargor has failed to comply with, or takes or threatens to take any action which in the reasonable opinion of the Chargee is likely to result in its failing to comply with its obligations under clause 5 (Negative Pledge and Disposal Restrictions), or

3 5 2 the Chargee considers (acting reasonably) that

- (a) such assets are in danger of being seized, or
- (b) any legal process or execution is being enforced against such assets, or
- (c) such assets are otherwise in jeopardy, or
- (d) steps have been taken which would, in the reasonable opinion of the Chargee, be likely to lead to the appointment of an administrator in relation to the Chargor (or such administrator has been appointed) or to the winding-up of the Chargor,

and by way of further assurance following such conversion the Chargor shall promptly execute a fixed charge over such assets in such form as the Chargee shall reasonably require

**3 6 Automatic conversion of floating charge**

In addition to any circumstances in which the floating charge created by clause 3 4 (Floating charge) of this deed will crystallise automatically under the general law, and without prejudice to the operation of clause 3 5 (Conversion of floating charge)

3 6 1 if the Chargor creates (or purports to create) any security on or over any Floating Charge Asset (other than as permitted by the Funding Agreement) without the prior written consent of the Chargee such floating charge will automatically, without any notice being given under clause 3 5 (Conversion of floating charge) and immediately upon such event occurring, be converted into a fixed charge over the relevant Floating Charge Asset, and

3 6 2 if the Chargor convenes a meeting of its members to consider passing a resolution to wind up the Chargor, or if a liquidator, Receiver or administrator or another similar officer is appointed in respect of the Chargor or any of its assets, such floating charge shall in like manner immediately upon the happening of such event be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Asset

**3 7 Continuing security**

All the security granted or created by this deed is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations

**3 8 Full title guarantee and implied covenants**

All the security created or given under this deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

**3 9 Miscellaneous**

The fact that no or incomplete details of any particular Secured Assets are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by this deed

**4 Further assurance**

**4 1 General**

4 1 1 The Chargor must at its own expense promptly do all such acts and things and execute such documents (including deeds, assignments, transfers, mortgages, charges, notices, instructions, assurances, agreements and instruments) as the Chargee may reasonably require in favour of the Chargee or its nominee(s)

- (a) to perfect and protect (including against any change in or revised interpretation of any law or regulation) the security created (or intended to be created) under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Chargee provided by or pursuant to the Funding Agreement or by law, or
- (b) to confer on the Chargee security over any property or assets of the Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this deed, or
- (c) (in its absolute discretion) to facilitate the realisation of the assets which are, or are intended to be, the subject of this deed, or
- (d) otherwise for enforcing the same or exercising any of the Chargee's rights, powers, authorities or discretions under this deed,

and the Chargor shall take all such action as is available to it (including the making of all filings and registrations and the payment of all fees and taxes) as may be necessary for the creation, perfection, protection, maintenance or enhancement of any security conferred or intended to be conferred on the Chargee pursuant to this deed

- 4 1 2 Any security document required to be executed by the Chargor pursuant to clause 4 1(a) will be prepared at the cost of the Chargor, and will be in such form and will contain such provisions as the Chargee may reasonably require

#### 4 2 **Land Registry - application for restriction**

- 4 2 1 In relation to all present and future registered Property (and any other unregistered Property subject to compulsory first registration at the date of this deed) the Chargor is to apply to the Land Registrar to enter on the register against the title number of or to be allocated to the relevant Property) of

- (a) on Land Registry form RX1, 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 deed] in favour of The Greater London Authority as Chargee referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its duly authorised officer ", and

- (b) upon receipt of Land Registry form CH2 duly completed by the Chargee, notice of an obligation to make further advances

- 4 2 2 The Chargor must submit the relevant applications no later than the date of submission of the application for registration of security created by this deed and pay the fees (including professional fees and any Tax where applicable) incurred in connection with the applications

- 4 2 3 The Chargee, in its absolute discretion, may make any of the applications referred to in clause 4 2 1 in place of the Chargor In such a case, the Chargor

consents to the entry of the relevant restriction and will pay the Expenses incurred in connection with the application

#### **4 3 Exempt information document**

- 4 3 1 The Chargor must at its own expense do whatever the Chargee may reasonably require in connection with
- (a) any application by the Chargee to have this deed designated an exempt information document under Land Registration Rules 2003 rule 136, and
  - (b) any person's application under Land Registration Rules 2003 rule 137 for disclosure of this deed following its designation as an exempt information document
- 4 3 2 The Chargor must notify the Chargee in writing
- (a) before making any application to have this deed designated an exempt information document under Land Registration Rules 2003 rule 136,
  - (b) as soon as it receives notice of any person's application under Land Registration Rules 2003 rule 137 for disclosure of this deed following its designation as an exempt information document, and
  - (c) before making any application under Land Registration Rules 2003 rule 138 for removal of any such designation

#### **4 4 Delivery of deed to Land Registry**

The Chargor submitting this deed or any counterpart to the Land Registry must on each occasion also submit a certified copy of this deed and request the return of the original and upon the return of the original it must deliver such original to the Chargee

#### **5 Negative pledge and disposal restrictions**

##### **5 1 Negative pledge**

During the Security Period, the Chargor must not create, extend or permit to subsist any security over any of the Secured Assets, nor may it

- 5 1 1 sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by the Chargor or by any other member of the Group,
- 5 1 2 sell, transfer or otherwise dispose of any of its receivables,
- 5 1 3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts, or
- 5 1 4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of borrowing monies or otherwise raising indebtedness (whether actual or contingent and whatever the nature, structure or characteristic of the arrangement or transaction under which the relevant liability arises) or of financing the acquisition of an asset

## **5.2 Exceptions**

Clause 5.1 does not apply

5.2.1 to the security created or required to be created by this deed,

5.2.2 to an Authorised Disposition permitted by the Funding Agreement,

5.2.3 to any security or transaction to which the Chargee has given its written consent, nor

5.2.4 to a Granted Lease to which the Chargee or the Agent has given its written consent in accordance with the Funding Agreement

## **6 Representations and warranties**

The Chargor represents and warrants to the Chargee on the date of this deed and on each day during the Security Period on which representations and warranties set out in the Funding Agreement are or are deemed to be made or repeated

### **6.1 Status**

It is a limited liability partnership, duly incorporated and validly existing under the laws of England and Wales and has the power to own its assets and carry on its business as it is being conducted

### **6.2 Power and enforceability**

The Chargor has the power to enter into this deed and to perform its obligations and exercise its rights under it and the obligations expressed to be assumed by it under this deed are, subject to any general principles of law limiting its obligations which are applicable to creditors generally, legal, valid, binding and enforceable obligations

### **6.3 No Event of Default**

6.3.1 No Event of Default is continuing or might reasonably be expected to result from the execution of this deed or from effect being given to its provisions

6.3.2 No person who holds any Security of a kind mentioned in clause 5.2 (Exceptions) over any asset of the Chargor has enforced or given notice of its intention to enforce such Security

### **6.4 Non-conflict with other obligations**

Subject to any general principles of law limiting its obligations which are applicable to creditors generally, neither the execution of this deed by the Chargor, nor the Chargor's compliance with its terms will

- 6 4 1 conflict with any law or regulation applicable to it,
- 6 4 2 cause any limitation on any of its powers to be exceeded, nor
- 6 4 3 constitute a default or termination event (however described) under any agreement or instrument binding upon it

## 6 5 **Authorisations**

Subject to any general principles of law limiting its obligations which are applicable to creditors generally, all Authorisations necessary for the execution, delivery, issue, validity or enforceability of this deed or of the performance of the Chargor's obligations or the exercise of its rights under this deed have been obtained or effected

## 6 6 **Priority of Security**

Subject to the terms of the Intercreditor Deed, the mortgages, charges and assignments contained in clause 3 (Charging clause) constitute first priority security over the assets which are expressed to be secured by such mortgages, charges or assignments and those assets are not subject to any Security other than as permitted by the Funding Agreement

## 7 **Undertakings**

The Chargor undertakes to the Chargee in the terms of the following provisions of this clause 7, all such undertakings to commence on the date of this deed and to continue throughout the Security Period

### 7 1 **Perform**

It will at all times comply with the terms (express or implied) of this deed and of all other documents relating to the Secured Obligations

### 7 2 **Not to jeopardise security**

It will not do anything or allow anything to be done which may in any way depreciate, jeopardise or otherwise prejudice the value to the Chargee of the security constituted by this deed or the priority of its ranking as expressed in this deed

### 7 3 **Chattels - notice of charge**

If so requested by the Chargee it will place and maintain on each chattel the value of which exceeds £25,000 and which is subject to a fixed charge under this deed, in a conspicuous place, an identification marking as appears below and not conceal, alter or remove such marking or permit it to be concealed, altered or removed

"Notice of Charge

This [specify the chattel] and additions and ancillary equipment are subject to a first fixed charge in favour of The Greater London Authority as Chargee "

#### **7.4 Property**

It will comply with the covenants and other provisions of clauses 19.1 and 19.2 of the Funding Agreement in relation to the Property

#### **7.5 Access**

It will permit the Chargee and its professional advisers, agents and contractors access at all reasonable times and on reasonable notice (at the risk and, where the Chargee reasonably suspects a Default is continuing or is likely to occur, the cost of the Chargor) to the premises, assets, books, accounts and records of Chargor

#### **7.6 Deposit of documents**

It will promptly at the Chargee's request deposit (or procure to be deposited) with the Chargee (or as the Chargee directs)

7.6.1 all deeds and documents of title relating to the Property including official copies of Land Registry entries, counterpart leases, licences, and any other deeds or documents necessary or desirable to assist the Chargee to enforce the security created by this deed,

7.6.2 policies of insurance in respect of which the proceeds of any claims are assigned or charged pursuant to this deed, and

7.6.3 all such other documents relating to the Secured Assets as the Chargee may from time to time reasonably require

#### **7.7 Retention of documents**

The Chargee may retain any document delivered to it pursuant to clause 7.6 (Deposit of Documents) or otherwise until the Discharge Date and if, for any reason it ceases to hold any such document before such time, it may by notice to the Chargor require that the relevant document be redelivered to it and the Chargor must promptly comply (or procure compliance) with such notice

#### **7.8 Power to remedy**

If the Chargor fails to comply with any of the covenants and undertakings set out or referred to in Clauses 7.1 to 7.7 inclusive it will allow (and hereby irrevocably authorises) the Chargee and/or such persons as the Chargee nominates to take such action (including the making of payments) on behalf of the Chargor as is necessary to ensure that such covenants are complied with

#### **7.9 Expenses**

It will pay all Expenses within 3 Business Days of demand. If it does not do so, the Expenses will bear Interest at the Default Rate from and including the due date for payment to and including the date of actual payment

## **7 10 Indemnity**

The Chargor will indemnify the Chargee and will keep the Chargee indemnified against all losses and Expenses incurred by the Chargee as a result of a breach by the Chargor of clause 6 and its obligations under clauses 7 1 to 7 6 inclusive and in connection with the exercise by the Chargee of its rights contained in clause 7 8 above (Power to remedy) All sums the subject of this indemnity will be payable by the Chargor to the Chargee within 3 Business Days of demand

## **8 Enforceability**

For the purposes of all powers implied by the LPA, the Insolvency Act or any other applicable statute, the Secured Obligations shall be deemed to have become due and payable and this deed will become immediately enforceable and the powers of the Chargee and any Receiver will become exercisable on the date of this deed, but, as between the Chargee and the Chargor, the power of sale shall be exercisable only upon the occurrence of an Event of Default and for so long as it is continuing (unless there has been a request from the Chargor to the Chargee for the appointment of a Receiver, in which case it will be exercisable at any time following the making of such request)

## **9 Enforcement of security**

9 1 At any time after the Chargee's power of sale has become exercisable, the Chargee may without further notice

9 1 1 appoint one or more than one Receiver in respect of the Secured Assets or any of them and if more than one Receiver is appointed the Receiver may act jointly and severally or individually, or

9 1 2 take possession of the Secured Assets, or

9 1 3 in its absolute discretion enforce all or any part of the security created by this deed in such other lawful manner as it thinks fit

9 2 The Chargee may remove the Receiver and appoint another Receiver and the Chargee may also appoint an alternative or additional Receiver

9 3 Where more than one Receiver is appointed, the powers exercisable by this deed or statute shall be exercisable by all or any one or more of the Receivers and any reference to "Receiver" shall be construed accordingly

9 4 If the Chargee excludes part of the Secured Assets from the appointment of any Receiver, the Chargee may subsequently extend the appointment to such excluded part of the Secured Assets

9 5 The Receiver will, so far as the law permits, be the agent of the Chargor and the Chargor alone will be responsible for the acts omissions or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver and for his remuneration The Chargee will not be responsible for any misconduct, negligence or default of the Receiver

- 9 6 The powers of the Receiver will continue in full force and effect following the liquidation of the Chargor
- 9 7 The remuneration of the Receiver may be fixed by the Chargee but will be payable by the Chargor The amount of the remuneration will form part of the Secured Obligations
- 9 8 The Receiver will have the power on behalf and at the cost of the Chargor
- 9 8 1 to do or omit to do anything which he considers appropriate in relation to the Secured Assets, and
- 9 8 2 to exercise all or any of the powers conferred on the Receiver or the Chargee under this deed or conferred upon administrative receivers by the Insolvency Act (even if he is not an administrative receiver), or upon receivers by the LPA or any other statutory provision (even if he is not appointed under the LPA or such other statutory provision)
- 9 9 Without prejudice to the general powers set out in clause 9 8 a Receiver will also have the powers and discretions set out in Schedule 5 (Receiver's specific powers)
- 9 10 The Chargee or any Receiver may sever any Fixtures from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Obligations
- 9 11 If the Chargee or the Receiver obtains possession of the Property, the Chargee or the Receiver may use and remove, store or sell any chattels on the Property, whether or not forming part of the Secured Assets, without being under any liability to the Chargor other than to account for their net proceeds of the sale All Expenses and liabilities incurred by the Chargee or the Receiver in connection with the removal, storage and sale of such chattels will form part of the Secured Obligations
- 9 12 If (notwithstanding any representation or warranty to the contrary contained in this deed) there shall be any security affecting the Secured Assets or any of them which ranks in priority to the security created by this deed and the holder of such prior security takes any steps to enforce such security, the Chargee or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such security
- 9 13 The Chargee may, at any time after this deed has become enforceable pursuant to clause 8 (Enforceability), exercise, to the fullest extent permitted by law, all or any of the powers authorities and discretions conferred on a Receiver by this deed, whether as attorney of the Chargor or otherwise and whether or not a Receiver has been appointed
- 9 14 The Chargee may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on Receivers by this deed

**10 Application of proceeds**

**10 1 Recoveries by Receiver**

The proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Obligations, be applied by or at the direction of the Receiver in the following order of priority

10 1 1 in discharging any sums owing to any Receiver or any Delegate,

10 1 2 in payment of all costs and expenses incurred by any Enforcement Party in connection with any realisation or enforcement of security taken in accordance with the terms of the Funding Agreement

**10 2 Right of appropriation**

The Chargee is entitled to appropriate money and/or assets to Secured Obligations in such manner or order as it thinks fit and any such appropriation shall override any appropriation by the Chargor

**10 3 Insurances**

All monies received by virtue of any Insurances maintained or effected in respect of the Secured Assets shall

10 3 1 for so long as an Event of Default is continuing, be paid to the Chargee (or if not paid by the insurers directly to the Chargee shall be held on trust for the Chargee) for application in accordance with the Funding Agreement, and

10 3 2 at any other time, be applied in accordance with the Funding Agreement

**10 4 Suspense Account**

The Chargee may place (for such time as it thinks prudent) any money received by it pursuant to this deed to the credit of a separate or suspense account (without liability to account for interest thereon) for so long and in such manner as the Chargee may from time to time determine without having any obligation to apply that money or any part of it in or towards discharge of the Secured Obligations

**11 Protection of third parties**

**11 1 No duty to enquire**

A buyer from, tenant or other person dealing with any Enforcement Party will not be concerned to enquire whether any of the powers which it has exercised or purported to exercise has arisen or become exercisable and may assume that it is acting in accordance with this deed

**11 2 Receipt conclusive**

The receipt of the Chargee or any Receiver shall be an absolute and a conclusive discharge to a purchaser of the Secured Assets and shall relieve him of any obligation to

see to the application of any monies paid to or by the direction of the Chargee or any Receiver

**12 Protection of chargee**

**12 1 Chargee's receipts**

The Chargee shall not be obliged to account to the Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or who the Chargee, acting reasonably, believes to be entitled) in accordance with the requirements of this deed

**12 2 Exclusion of liability**

12 2 1 No Enforcement Party will be liable to the Chargor for any expense, loss liability or damage incurred by the Chargor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from the relevant Enforcement Party's gross negligence, fraud or wilful misconduct

12 2 2 The Chargor may not take any proceedings against any officer, employee or agent of any Enforcement Party in respect of any claim it might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this deed

12 2 3 Any officer, employee or agent of any Enforcement Party may rely on this clause 12 under the Third Parties Act

**12 3 Effect of possession**

If the Chargee or any Receiver enters into possession of the Secured Assets or any of them, this will not oblige either the Chargee or the Receiver to account as mortgagee in possession, and if the Chargee enters into possession at any time of the Secured Assets or any of them it may at any time at its discretion go out of such possession

**12 4 Chargor's indemnity**

The Chargor agrees with the Chargee to indemnify the Chargee and any Receiver or Delegate within 3 Business Days of demand against any costs, loss or liability incurred by any of them in respect of

12 4 1 any exercise of the powers of the Chargee or the Receiver or any attempt or failure to exercise those powers, and

12 4 2 anything done or omitted to be done in the exercise or purported exercise of the powers under this deed or under any appointment duly made under the provisions of this deed

**13 Power of attorney**

**13 1 Grant of power**

The Chargor irrevocably and by way of security appoints the Chargee and each Receiver and any person nominated for the purpose by the Chargee or the Receiver (in writing, under hand, signed by an officer of the Chargee or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in clause 13 2 below

**13 2 Extent of power**

The power of attorney granted in clause 13 1 above allows the Chargee, the Receiver or such nominee, in the name of the Chargor, on its behalf and as its act and deed to

13 2 1 perfect the security given by the Chargor under this deed,

13 2 2 do any act or thing which the Chargor ought or has agreed to execute or do under this deed, and

13 2 3 following the occurrence of an Event of Default which is continuing, execute, seal and deliver (using the Chargor's seal where appropriate) any document which the Chargee, the Receiver or such nominee may in their absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Chargee or the Receiver under, or otherwise for the purposes of, this deed

**13 3 Ratification**

The Chargor covenants with the Chargee to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this clause 13

**14 Application, variation and extension of statutory provisions**

**14 1 Application of statutory covenants**

The covenants set out in sections 2 to 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind the Chargor only if, in any case, the relevant covenant imposes upon the Chargor a burden, liability or obligation that would not otherwise arise under this deed

**14 2 Conditions applicable to power of sale etc.**

14 2 1 For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of clause 8 (Enforceability)), the conditions set out in that section as to when such powers arise do not apply and the Secured Obligations become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this deed, and

14 2 2 the Chargee and any Receiver may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this deed

**14 3 Extension of powers of sale, etc.**

14 3 1 The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Chargee in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this deed

14 3 2 The Chargee and any Receiver shall also have and enjoy all the other powers, privileges, rights and protections conferred by the LPA and the Insolvency Act on mortgagees, receivers or administrative receivers (each as amended and extended by this deed and whether or not a receiver or administrative receiver has been appointed) but so that if there is any ambiguity or conflict between the powers contained in such statutes and those contained in this deed, those contained in this deed shall prevail

**14 4 Consolidation of mortgages**

The restriction on the consolidation of mortgages in Section 93 of the LPA does not apply to this deed nor to any security given to the Chargee pursuant to this deed

**14 5 Powers of leasing, etc -Chargor**

The statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Chargor in relation to the Secured Assets or any part thereof, other than as permitted by the Funding Agreement

**14 6 Powers of leasing, etc -Chargee**

The restrictions on the powers of the Chargee or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the LPA do not apply to this deed

**14 7 LPA provisions relating to appointment of Receiver**

Section 109(1) of the LPA shall not apply to this deed

**14 8 Application of proceeds**

Sections 105, 107(2), 109(6) and 109(8) of the LPA will not apply to the Chargee nor to a Receiver appointed under this deed

**15 Other miscellaneous provisions**

**15 1 Powers, rights and remedies cumulative**

The powers, rights and remedies provided in this deed are in addition to (and not instead of) powers, rights and remedies under law

**15 2 Exercise of powers, rights and remedies**

If an Enforcement Party fails to exercise any power, right or remedy under this deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power,

right or remedy once, this does not mean that it cannot exercise such power right or remedy again, fully or in part

**15 3 Discretion**

15 3 1 Subject to the terms of any other applicable provision of this deed, the Chargee may decide

- (a) whether and, if so, when, how and to what extent (i) to exercise its rights under this deed and (ii) to exercise any other right it might have in respect of the Chargor (or otherwise), and
- (b) when and how to apply any payments and distributions received for its own account under this deed,

and the Chargor has no right to control or restrict the Chargee's exercise of this discretion

15 3 2 No provision of this deed will interfere with the Chargee's right to arrange its affairs as it may in its absolute discretion decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated

**15 4 Set-off and combination of accounts**

No right of set-off or counterclaim may be exercised by the Chargor in respect of any payment due to the Chargee under this deed

**15 5 Information**

The Chargor authorises the holder of any prior or subsequent security to provide to the Chargee, and the Chargee to receive from such holder, details of the state of account between such holder and the Chargor

**15 6 No assignment by Chargor**

The Chargor must not assign, novate or otherwise deal with its rights or obligations under or interests in this deed, except with the prior written consent of the Chargee

**15 7 Transfer by Chargee**

15 7 1 Save as otherwise provided in the Funding Agreement, the Chargee may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this deed

15 7 2 The Chargee may disclose any information about the Chargor, the Secured Assets and/or this deed to any person to whom it proposes to assign, novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this deed, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests subject to any restrictions as to confidentiality set out in the Funding Agreement which shall be extended to apply to this deed

15 7 3 Any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this deed in the same way as if it had been a Party instead of the Chargee

15 7 4 If the Chargee transfers part only of its rights in respect of the Secured Obligations to any person, then this deed shall thereupon be deemed to have been entered into by the Chargee as trustee for itself and such other person

#### **15 8 Avoidance of settlements and other matters**

15 8 1 Any payment made by the Chargor, or settlement or discharge between the Chargor and the Chargee, is conditional upon no security or payment to the Chargee by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force and accordingly (but without limiting the Chargee's other rights under this deed) the Chargee shall be entitled to recover from the Chargor the value which the Chargee has placed upon such security or the amount of any such payment as if such payment, settlement or discharge had not occurred

15 8 2 If the Chargee, acting reasonably, considers that any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in clause 15 9(a), then for the purposes of this deed such amount shall not be considered to have been irrevocably paid

#### **15 9 Further advances**

The Chargee confirms that it must perform its obligations to the extent arising under the Funding Agreement to make further advances The security constituted by this deed has been made for securing such further advances

#### **15 10 Waiver of immunity**

To the extent that the Chargor may be entitled in any jurisdiction to claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process of any kind wherever it might originate or to the extent that in any such jurisdiction there may be attributed to the Chargor or its assets such immunity (whether or not claimed), it hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction

#### **15 11 Perpetuity Period**

The perpetuity period applicable to the trusts created by this deed is 125 years

#### **15 12 Release of security**

On the Discharge Date (but subject to clause 15 8 (Avoidance of settlements and other matters)) the Chargee shall at the request and reasonable cost of the Chargor execute and do all deeds, acts and things as may be necessary to release the Secured Assets from the security constituted hereby or pursuant hereto

**15 13      Currency provisions**

No payment to the Chargee (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made unless and until the Chargee shall have received payment in full in the currency in which the obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Chargee shall have a further separate cause of action against the Chargor and shall be entitled to enforce the security constituted by this deed to recover the amount of the shortfall

**16            Communications**

**16 1**      Each notice, consent and other communication in respect of this deed will be effective only if made by letter or fax, delivered to the relevant address or fax number specified on the execution page(s) of this deed (or to any substitute address or fax number notified in writing by the relevant Party for this purpose) and marked for the attention of the specified department/individual, if applicable. Each communication by letter will be effective only if delivered by hand, sent by first class post (if sent from and to an address in the UK) or sent by airmail (if sent from or to an address elsewhere)

**16 2**      Each communication will become effective as follows (references to times are to times in the place of delivery of the communication)

**16 2 1**      a hand-delivered letter will be effective as soon as it is delivered (or, if it is delivered after 5pm or on a day that is not a Business Day, it will be effective at 9am on the next Business Day),

**16 2 2**      a letter sent by post from and to an address in the UK will be effective at 9am on the second Business Day after it is posted and a letter sent by airmail from or to an address elsewhere will be effective at 9am on the tenth Business Day after it is posted,

**16 2 3**      a fax will be effective one hour after the sending fax machine (or other system) generates a confirmation that the communication has been sent in full (or, if this occurs after 5pm or on a day that is not a Business Day, it will be effective at 9am on the next Business Day), and

**16 2 4**      each communication to the Chargee will become effective only when actually received by the Chargee

**17            Governing law**

**17 1        Governing law**

This deed and all non-contractual obligations arising under it are governed by English law

**17 2        Jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "Dispute"). Each Party agrees that the courts of England are

the most appropriate and convenient courts to settle any Dispute and accordingly neither Party will argue to the contrary. This clause 17.2 is for the benefit of the Enforcement Parties only. As a result, no Enforcement Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, each Enforcement Party may take concurrent proceedings in any number of jurisdictions.

**18 This deed**

**18.1 Consideration**

The Chargor has entered into this deed in consideration of the Chargee agreeing to provide (or to continue to provide) finance facilities to the Chargor on the terms agreed in the Funding Agreement.

**18.2 Execution of this deed - counterparts**

If the Parties execute this deed in separate counterparts, this deed will take effect as if they had all executed a single copy.

**18.3 Execution of this deed - formalities**

This deed is intended to be a deed even if any Party's execution is not in accordance with the formalities required for the execution of deeds.

**18.4 Partial invalidity**

18.4.1 If, at any time, any provision of this deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.

18.4.2 If any Party is not bound by this deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this deed (or under the relevant part).

**18.5 Other security**

This deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Chargee may now or at any time after the date of this deed hold for or in respect of the Secured Obligations.

**18.6 Ownership of this deed**

This deed and every counterpart is the property of the Chargee.

This deed is made and delivered as a deed on the date given on page 1.

**Schedule 1**

**Details of Property**

<b>Property description</b>	<b>Title number(s)</b>	<b>Land Registry Administrative Area</b>
The freehold land known as 19 and 21 Western Road	MX116032 (whole)	London Borough of Ealing

### Schedule 3

#### Insurances

	<b>Policy number</b>	<b>Name address and of insurer</b>	<b>Name address and of broker</b>	<b>Brief description of assets insured</b>	<b>Date of expiry of policy*</b>
1	Intentionally blank				

## Schedule 4

### Notices

#### Notice by way of assignment

(For attachment by way of endorsement to the Insurances)

To [name and address of insurer]

**Re: The policies of insurance referred to in the Schedule below (the "Policies")**

We, [LLP name] (the **Chargor**), hereby give you notice that, by a legal mortgage [date] (the **Mortgage**) and made by the Chargor in favour of The Greater London Authority (the **Chargee**), the Chargor has assigned to the Chargee, as first priority assignee all of the respective Policies taken out by the Chargor or on its behalf with you as are assignable or as are capable of being assigned by law, and all its right, title and interest under and in respect of the Policies ((including, but not limited to, the benefit of all sums assured by the Policies and all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of the Policies and all interest on any of the foregoing)) as security for certain obligations now or hereafter owed by the Chargor to the Chargee

We hereby irrevocably and unconditionally authorise you

- 1 to note the interest of the Chargee on the Policies, and
- 2 to issue an acknowledgement, in the form attached, to the Chargee and to act on the instructions of the Chargee in the manner provided in that letter without any further reference to or authorisation from us

Please sign and return the enclosed copy of this notice to the Chargee (with a copy to the Chargor) by way of acknowledgement of this notice and confirmation that you agree

- (a) to the terms set out in this notice and to act in accordance with its provisions, and
- (b) to disclose to us without any reference to or further authority from the Chargor such information relating to the Policies as we may at any time reasonably request,
- (c) not to cancel or decline renewal of any of the Policies without giving us 30 days prior written notice, and
- (d) not to cancel the Policies, nor allow the Policies to lapse, at the request of the Chargor, without first obtaining our consent

For and on behalf of

[LLP name]

By

## The Schedule

### The Policies\*

\*To be completed by the Chargor and approved by the Chargee and to include all relevant policies with the named Insurer

	Policy number	Name address insurer	and of	Name address broker	and of	Brief description of assets insured	Date of expiry of policy*
1	[number]						
2	[number]						
3	[number]						
4	[number]						
5	[number]						

\*Not required if policies are annually renewable

Dated [date]

[to be endorsed on copy notice]

To [the Bank] (as referred to in a Mortgage dated [date] granted to you by the Chargor)

cc [I.L.P name]

We hereby acknowledge receipt of the above notice and confirm our agreement to the matters set out in paragraphs A to D (inclusive) above

Signed

for and on behalf of [name of insurer]

Dated [date]

## **Schedule 5**

### **Receiver's specific powers**

The Receiver will have full power and authority

**1 Possession**

- 1 1 to enter upon, take possession of the Secured Assets,
- 1 2 to collect and get in all rents, fees, charges or other income of the Secured Assets,

**2 Carry on business**

generally to manage the Secured Assets and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business of the Chargor or any part of it as he may think fit,

**3 Sale and disposal**

- 3 1 without restriction, to sell, charge, grant, vary the terms or accept surrenders of, leases or tenancies of, licences to occupy, or options or franchises over or otherwise deal with and dispose of the Secured Assets or any property acquired in exercise of its powers under this deed,
- 3 2 any sale, exchange, realisation, disposal, lease or tenancy may be for cash, debentures or other obligations, shares, stock or other valuable consideration,
- 3 3 to sever fixed plant, machinery or other Fixtures and store, sell or otherwise deal with them separately from the Property to which they may be annexed,

**4 Acquisition**

- 4 1 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land,
- 4 2 to take a lease or tenancy of any property required or convenient for the business of the Chargor or the exercise of the Receiver's powers under this deed,

**5 Leases**

- 5 1 to exercise on behalf of the Chargor and without the consent of or notice to the Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to leasehold property, landlord and tenant, rents, housing or agriculture in respect of the Property,
- 5 2 to sell, lease surrender or accept surrenders of leases charge or otherwise deal or dispose of,
- 5 3 exercise the Chargor's rights under any rent review clause contained in any lease of the Property and grant or apply for any new or extended lease,

**6        Borrowing**

for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this deed and/or for defraying any losses or Expenses which may be incurred by him in their exercise or for any other purpose, to raise or borrow moneys from the Chargee or others or incur any other liability on such terms, whether secured or unsecured, as he may think fit, and whether to rank in priority to this security or not,

**7        Employment etc.**

to appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this deed or to guard or protect the Secured Assets upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by the Chargor prior to his appointment,

**8        Legal actions and compromises**

8 1        in the name of the Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to the Chargor, the business of the Chargor or the Secured Assets as in any case he shall think fit (including but not limited to proceedings for the collection of rent in arrears pre-dating the date of the Receiver's appointment) ,

8 2        to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Chargor or relating in any way to the Secured Assets,

**9        Receipts**

to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Secured Assets,

**10       Works and maintenance**

to obtain Authorisations for and to carry out on the Property any new works or complete any unfinished works of development, building, reconstruction, maintenance, repair, renewal, improvement, furnishing or equipment,

**11       Contracts**

to enter into, vary, cancel or waive any of the provisions of any contracts which he shall in any case think expedient in the interests of the Chargor or the Chargee,

**12       Supplies**

to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit,

**13 Insurances and bonds**

to insure the Secured Assets, any assets acquired by the Receiver in exercise of his powers, and any business or works, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as the Receiver shall think fit, and obtain bonds and give indemnities and security to any bondsmen,

**14 Chattels**

to remove, store, sell or otherwise deal with any chattels located at the Property

**15 Form company**

15 1 to promote or establish any company or to acquire shares in any company (whether as a subsidiary of the Chargor or otherwise) to facilitate the exercise of his powers under this deed,

15 2 to transfer to any such company all or any of the Secured Assets or other assets acquired by the Receiver in exercise of his powers,

15 3 to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company,

**16 Voting rights**

to exercise all voting and other rights attaching to the Investments and all other stocks, shares and securities owned by the Chargor and comprised in the Secured Assets in such manner as he may think fit,

**17 Calls**

to make, or require the directors of the Chargor to make, calls conditionally or unconditionally on the members or other party of the Chargor in respect of uncalled capital, and take action to enforce payment of unpaid calls,

**18 Transaction**

to carry into effect and complete any transaction including by executing deeds or documents in the name of or on behalf of the Chargor

**19 Redeem security**

to redeem any prior security (or procure the transfer of such security to an Enforcement Party) and settle and pass the accounts of the person entitled to the prior security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver,

**20 General**

either in the name of the Chargor or in the name of the Receiver to execute documents and do all other acts or things which the Receiver may consider to be incidental or

conducive to any of the Receiver's powers or to the realisation or use of the Secured Assets

**Execution**

signed as a deed by )

**POCKET LIVING (2013) LLP** )

acting by )

Member

a director of **POCKET LIVING LIMITED** )

in the presence of )

witness signature

name

address

occupation

The common seal of )

**THE GREATER LONDON AUTHORITY** )

Is hereunto affixed )

in the presence of )

Authorised Signatory

