

In accordance with
Sections 859A and
859J of the Companies
Act 2006 as applied by
The Limited Liability
Partnerships (Application
of Companies Act 2006)
Regulations 2009

LL MR01

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



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

☒ **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

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

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

THURSDAY



A06 02/01/2014 #245
COMPANIES HOUSE

1

LLP details

LLP number

O C 3 8 7 1 4 9

LLP name in full

1 AND 1A LANCASTER GARDENS LLP

For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date

d1 d2 m1 m2 y2 y0 y1 y3

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

Simon Rockall

Name

Anne-Marie Rockall

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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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

✓ The freehold property known as 1 & 1a Lancaster Gardens, London SW19 5DG registered at the Land Registry under title numbers SY303053 and SGL650379.

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

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

☐

① 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

Henk Bors

X

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

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



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the LLP's Registered Office address.

Contact name Miles Gabriel

LLP name

Address Hempsons

Hempsons House

40 Villiers Street

Post town London

County/Region London

Postcode W C 2 N 6 N J

Country United Kingdom

DX 138411 Charing Cross 1

Telephone 020 7484 7574



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number. OC387149

Charge code: OC38 7149 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th December 2013 and created by 1 AND 1A LANCASTER GARDENS 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 2nd January 2014.

Given at Companies House, Cardiff on 8th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

Hempsons

Hempsons Solicitors
Hempsons House
40 Villiers Street
London WC2N 6NJ

DATED 17 December 2013

Dated

12 December

2013

(1) SIMON ROCKALL AND ANNEMARIE ROCKALL

as the Lender

(2) 1 & 1A LANCASTER GARDENS LLP

as the Borrower

LEGAL CHARGE

1 & 1A LANCASTER GARDENS LONDON SW19 5NG

THIS LEGAL CHARGE is made the

12th

day of

December

2013

BETWEEN:-

- (1) **SIMON ROCKALL & ANNE-MARIE ROCKALL** both private individuals with a principal address of 21 Crossway, Petts Wood, Kent BR5 1PF (the **Lender**), and
- (2) **1 & 1A LANCASTER GARDENS LLP** incorporated and registered in England and Wales with company number OC387149 whose registered office is at 10 John Street, London, England WC1N 2EB (the **Borrower**)

WHEREAS:-

- (A) the Lender has agreed under a term loan agreement between the Borrower and the Lender dated on or around the date of this Deed (the **Loan Agreement**) to make available to the Borrower loan facilities
- (B) This Legal Charge is given by the Borrower in favour of the Lender as a continuing security for all monies, obligations and liabilities of the Borrower to the Lender howsoever arising

NOW THIS DEED WITNESSES as follows -

1. Definitions

- 1.1 Words and expressions defined in the Loan Agreement or any further facility letter or loan agreement between the parties shall, unless otherwise defined in this Deed, bear the same meaning in this Deed and in addition the following words and expressions shall have the following meanings -

"Charged Assets" The assets charged by Clauses 2.1.2 to Clause 2.1.4,

"Borrower's Obligations" All the Borrower's liabilities to the Lender whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Lender's charges and commission Interest and Expenses,

"Deed" This legal charge as amended or supplemented from time to time,

"Expenses" All costs, expenses and damages (on a full indemnity basis in each case) incurred or sustained by the Lender or any Receiver at any time in connection with the Property the Charged Assets, the Goodwill or the Borrower's Obligations or in taking or perfecting this Deed or in preserving defending or enforcing the security created by this Deed or in exercising any power under this Deed or otherwise with Interest from the date they are incurred,

"Goodwill" The present and future goodwill of any business carried on at the Property or the Charged Assets by or on behalf of the Borrower,

"Insurance Policy" Each contract or policy of insurance effected or maintained from time to time in respect of the Property or Charged Assets,

"Interest" Interest at the rate(s) charged to the Borrower by the Lender from time to time in any facility letter in favour of the Borrower from the Lender,

"Loan Repayment Date" 31 March 2014,

"Permitted Charge". a charge granted by the Borrower to the Permitted Chargees in respect of the Property,

"Permitted Chargee": Terry Dwyer of 14A Bird in Hand Lane, Bickley, Kent BR1 2NB,

"Property" the property known as **1 & 1a Lancaster Gardens, London SW19 5DG** registered at the land registry under title numbers SY303053 and SGL650379

"Receiver": a receiver or receiver and manager of the whole or any part or parts of the Charged Assets, and

2. Charge

2 1 The Borrower covenants to discharge on demand following the Loan Repayment Date the Borrower's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Lender -

2 1 1 By way of second legal mortgage of all legal interests and otherwise by way of second fixed charge the Property (to the full extent of the Borrower's interest in the Property or its proceeds of sale),

2 1 2 By way of second fixed charge all the plant machinery and fixtures and fittings of the Borrower now and in the future at the Property

2 1 3 By way of second fixed charge the rights in or proceeds of any Insurance Policy including any claims in respect of the same, returns of premiums in respect of the same to the extent not effectively assigned under clause 2 2 from time to time affecting the Property or the Charged Assets, and

2 1 4 By way of second fixed charge the benefit of all contracts appointments warranties and other documents to which the Borrower is a party or of which the Borrower has the benefit relating to any development, sale, purchase, use or the operation of the Property and all rights and claims under or associated with the same (including, but without limitation, the right to demand and receive all monies whatever payable to it for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them)

3. Repair, Alteration, Insurance and Rent

3 1 Subject to carrying out any development agreed with the Lender the Borrower will keep the Property and the Charged Assets in good condition and comprehensively insured to the Lender's reasonable satisfaction for their full reinstatement cost and in default the Lender (without becoming liable to account as mortgagee in possession) may enter and repair or insure

the Property and the Charged Assets The Borrower will deposit with the Lender a copy of the insurance policy

- 3 2 The Borrower will procure that each policy of insurance is endorsed with a note of the Lender's interest and contains provisions requiring the insurer not to cancel the policy without giving the Lender 28 days prior written notice
- 3 3 Subject to carrying out any development agreed with the Lender the Borrower will not without the prior written consent of the Lender make or permit any alteration to the Property which would require planning permission or approval under any building regulations

4. Restrictions and Covenants

- 4 1 The Borrower will not without the Lender's prior written consent -
 - 4 1 1 Create or permit to arise any mortgage charge lien or other security interest on or in relation to the Property the Charged Assets or the Goodwill save for the Permitted Charge,
 - 4 1 2 Sell, assign, transfer, part with possession or otherwise dispose of in any manner (or purport to do so) all or any part of or any interest in the Property the Charged Assets or the Goodwill,
 - 4 1 3 Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Property or the Charged Assets or the Goodwill or grant any interest in respect of the same in favour of a third party, or
 - 4 1 4 Consent to any assignment or sub-lease by any lessee or sub-lessee of the Property
- 4 2 The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of the Property, the Charged Assets or the Goodwill or the effectiveness of the security created by this Deed
- 4 3 The Borrower shall not, without the Lender's prior written consent, use or permit the Property, the Charged Assets or the Goodwill to be used in any way contrary to law
- 4 4 The Borrower shall
 - 4 4 1 comply with the requirements of any law and regulation relating to or affecting the Charged Assets, the Property or the Goodwill or the use of it or any part of it,
 - 4 4 2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Assets, the Property or the Goodwill or its use or that are necessary to preserve, maintain or renew any Charged Assets, the Property or the Goodwill, and
 - 4 4 3 promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Assets, the Property or the Goodwill that are required to be made by it under any law or regulation

- 4 5 The Borrower shall (if required by the Lender) following due registration of the same in favour of the Borrower and the Lender and the Permitted Chargee (as the case may be), deposit with the Lender and the Lender shall, for the duration of this deed, be entitled to hold all deeds and documents of title relating to the Charged Assets, the Property and the Goodwill (with the exception of the Permitted Charge) that are in the possession or control of the Borrower (if these are not within the possession and/or control of the Borrower, the Borrower undertakes to obtain possession of all such deeds and documents of title)

5. Applications to Chief Land Registrar

- 5 1 The Borrower requests the Chief Land Registrar to enter a restriction or note on the Register of any registered land -

5 1 1 that except under an order of the Registrar no disposition by the proprietor(s) of the land is to be registered without the consent of the registered proprietor for the time being of the Charge dated *12-12-2013* in favour of Simon Rockall and Ann Marie Rockall referred to in the charges register,

5 1 2 that this Deed secures further advances and the Lender as herein provided is under an obligation to make further advances

- 5 2 The Lender covenants with the Borrower that provided it so agrees with the Borrower subject to and upon the terms of any such agreement(s), it will make advances and further advances to the Borrower

6. Powers of the Lender

- 6 1 The Lender shall be entitled to remedy at any time a breach by the Borrower of any of its obligations contained in this Deed or the Loan Agreement

- 6 2 The Lender may without restriction grant or accept surrenders of leases of the Property and the Charged Assets

- 6 3 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed

- 6 4 The Lender may under the hand of any official or manager or by Deed appoint or remove a Receiver or Receivers of the Property the Charged Assets and the Goodwill and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for the Receiver's acts defaults and remuneration

- 6 5 All or any of the powers conferred on a Receiver by Clause 7 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment

- 6 6 The Lender will not be liable to account to the Borrower as mortgagee in possession for any money not actually received by the Lender

- 6 7 Section 93(1) of the Law of Property Act 1925 shall not apply to this Deed

6 8 In addition to any lien or right to which the Lender may be entitled by law the Lender may from time to time without notice and both before and after demand set off the whole or any part of the Borrower's Obligations against any sums due by the Lender to the Borrower

7. Receivers

7 1 Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint Receivers may be exercised jointly or severally -

7 1 1 To take possession of and generally manage the Property and the Charged Assets and the Goodwill and any business carried on at the Property,

7 1 2 To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment,

7 1 3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land,

7 1 4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property the Charged Assets and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property,

7 1 5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Borrower,

7 1 6 To take continue or defend any proceedings and enter into any arrangement or compromise,

7 1 7 To insure the Property and the Charged Assets and the Goodwill and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen,

7 1 8 To employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies,

7 1 9 To exercise or revoke any VAT option to tax as he thinks fit,

7 1 10 A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower carried out at the Property

7 1 11 A Receiver may grant options and licences over all or any part of the Charged Assets, the Property or the Goodwill, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Charged Assets, the Property or the Goodwill in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions

that he thinks fit A Receiver may promote, or concur in promoting, a company to purchase the Charged Assets, the Property or the Goodwill to be disposed of by him

7 1 12 To borrow any money and secure the payment of any money in priority to the Borrower's Obligations for the purpose of the exercise of any of his powers,

7 1 13 To delegate his powers in accordance with this Deed,

7 1 14 To do any other acts which the Receiver may consider to be desirable, necessary, incidental or conducive to any of his powers or to the realisation of the Property the Charged Assets and the Goodwill,

7 2 If the Borrower is not a company the Borrower grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Borrower at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property The Receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Lender to the Borrower

7 3 A Receiver shall apply all money received first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards satisfaction of the Borrower's Obligations in such order as the Lender decides

8. Power of Attorney

8 1 The Borrower by way of security irrevocably appoints the Lender and any Receiver severally to be the Attorney of the Borrower (with full power of substitution and delegation) in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this Deed or the exercise of any of their powers

9 Appropriation and Application of Proceeds

9 1 All monies received by the Lender or a Receiver under this deed after the security constituted by this Deed has become enforceable (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority

9 1 1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it) under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,

9 1 2 in or towards payment of or provision for the Borrower's Obligations in any order and manner that the Lender determines, and

in payment of the surplus (if any) to the Borrower or other person entitled to it

- 9 2 The Lender may appropriate all payments received for the account of the Borrower in reduction of any part of the Borrower's Obligations as the Lender decides

10 Preservation of other Security and Rights and Further Assurance

- 10 1 This Deed is in addition to any other security present or future held by the Lender for the Borrower's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender

- 10 2 Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply to this Deed

- 10 3 The Borrower will at its own cost at the Lender's request execute any Deed or document and take any action required by the Lender to perfect this security or further to secure the Borrower's Obligations on the Property the Charged Assets and the Goodwill

11. Warranty

The Borrower warrants and represents to the Lender that

- 11 1 it is the legal and beneficial owner of the Property, the Charged Assets and the Goodwill and has good and marketable title to the same,
- 11 2 this Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Property, the Charged Assets and the Goodwill in accordance with its terms,
- 11 3 the Borrower has the capacity and authority to own the Property, the Charged Assets and the Goodwill and to grant the security created by this Deed

12. Enforcement of Security

- 12 1 The security constituted by this Deed shall be immediately enforceable if an Event of Default occurs (as such term is used and defined in the Loan Agreement)
- 12 2 After the security constituted by this Deed has become enforceable, the Lender may, in his absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Assets, the Property and the Goodwill
- 12 3 (a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 12 1
- (b) Section 103 of the LPA 1925 does not apply to the security constituted by this deed
- 12 4 The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any

Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Borrower, to

12 4 1 grant a lease or agreement for lease,

12 4 2 accept surrenders of leases, or

12 4 3 grant any option of the whole or any part of the Property, the Charged Assets or Goodwill with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925

12 5 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any security having priority to this deed shall have become exercisable, the Lender may

12 5 1 redeem that or any other prior security,

12 5 2 procure the transfer of that security to itself, and

12 5 3 settle any account of the holder of any prior security

The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Borrower. All monies paid by the Lender to an encumbrancer in settlement of such an account shall be, as from its payment by the Lender, due from the Borrower to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities

12 6 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned to enquire

12 6 1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged,

12 6 2 whether any power the Lender or a Receiver is purporting to exercise has become exercisable or is properly exercisable, or

12 6 3 how any money paid to the Lender or any Receiver is to be applied

12 7 Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers

12 8 Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets, the Property or the Goodwill, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Assets, the Property or the Goodwill for which a mortgagee in possession might be liable as such

12 9 If the Lender or any Receiver enters into or takes possession of the Charged Assets, the Property or the Goodwill, he may at any time relinquish possession

- 12 10 The receipt of the Lender or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Assets, the Property or the Goodwill or in making any acquisition in the exercise of their respective powers, the Lender and every Receiver may do so for any consideration, in any manner and on any terms that it or he thinks fit

12. Notices

- 12 1 Any notice or demand by the Lender may be sent by post or fax or delivered to the Borrower at the Borrower's address or fax number last known to the Lender or may be served personally on either member of the Borrower
- 12 2 A notice or demand by the Lender by post shall be deemed served on the day after posting
- 12 3 A notice or demand by the Lender by fax shall be deemed served at the time of sending

13. Governing Law

- 13 1 This Deed shall be governed by and construed in accordance with English law

14. Interpretation and Miscellaneous

- 14 1 The expressions "Borrower" and "Lender" where the context admits include their respective successors in title and assigns
- 14 2 If two or more persons are included in the expression "Company" then the use in this Deed of the word "Company" shall be deemed to refer to such persons both together and separately and the Borrower's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Lender of the other or others of them
- 14 3 References to the "Property" and the "Charged Assets" and the "Goodwill" include any part of it or them and any interest therein and the "Property" includes all covenants and rights affecting or concerning the same The "Property" also includes any share from time to time held by the Borrower in any landlord or management company of the Property
- 14 4 References to an Act of Parliament include any statutory re-enactment or replacement of it
- 14 5 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select
- 14 6 Each of the provisions of this Deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected
- 14 7 (a) At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of his rights and obligations under this Deed

- (b) The Lender may disclose to any actual or proposed assignee or transferee any information in his possession that relates to the Borrower, the Charged Assets, the Property and the Goodwill and this Deed that the Lender considers appropriate
- 14 8 The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this Deed
- 14 9 No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative)
- 14 10 (a) A waiver of any right or remedy under this deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision
- (b) A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing
- 14 11 The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law
- 14 12 This Deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Borrower's Obligations at any time. No prior security held by the Lender over the whole or any part of the Charged Assets, the Property or the Goodwill shall merge in the security created by this Deed
- 14 13 This Deed shall remain in full force and effect as a continuing security for the Borrower's Obligations, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing
- 14 14 Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Borrower's Obligations being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement
- 14 14 1 the Lender or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Assets, the Property or the Goodwill, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and
- 14 14 2 the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred

14 15 The Lender undertakes to sign and make available for filing against a suitable undertaking a form LL DS01 and otherwise to take whatever action is necessary to release the Property, the Charged Assets and the Goodwill from the security constituted by this Deed immediately following receipt by the Lender of payment in full of all of the Borrower's Obligations

14 16 References to any agreement or document shall be construed as referring to such agreement or document as the same may have been, or may from time to time be varied, amended, supplemented, substituted, novated or assigned whether by virtue of any increase or decrease in any facility made available pursuant thereto, the provision of any additional, further or substituted facility(ies) or otherwise howsoever

14 17 Nothing in this Deed is intended to confer on any person any right to enforce any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999

15 Counterparts

15 1 This Deed may be executed in any number of counterparts each of which shall be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument

IN WITNESS of which this Deed has been duly executed as a deed by the Borrower and by the Lender and delivered on the date first before written

Executed as a deed by 1 & 1A
LANCASTER GARDENS LLP acting
by JEREMY SCOTT, a Member duly
authorised *in the presence of*

Chambers
Solicitor
Kenzie



)
)
)
) Member

Executed as a deed by SIMON ROCKALL

)
) Simon Rockall

in the presence of
Witness Signature

Witness Name
(block capitals)
Witness Address

Executed as a deed by ANN MARIE ROCKALL)

) Ann Marie Rockall

in the presence of
Witness Signature

Witness Name
(block capitals)
Witness Address