

MR01

Particulars of a charge

143999/23
Oyez



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

☒ **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 the
instrument. Use form MR08



FRIDAY

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 a court order extending the time for delivery.

A26 *A6BLF6DC* 28/07/2017 #169
COMPANIES HOUSE

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

1 Company details

Company number	S	C	5	2	4	2	4	3
Company name in full	EUX LTD							

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	d	2	m	0	y	2	y	0	y	1	y	7
----------------------	---	---	---	---	---	---	---	---	---	---	---	---

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	FAMILY BUILDING SOCIETY
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.

MR01

Particulars of a charge

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.

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.

Brief description

CORPORATE CROSS GUARANTEE AND INDEMNITY. FOR MORE DETAILS PLEASE SEE THE INSTRUMENT.

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 company?

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement

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

☐

This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X TWM Solicitors LLP X

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

**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

ANNE FOWLER

Company name

TWM Solicitors LLP

Address

123 High Street

Epsom

Surrey

Post town

County/Region

Postcode

K T 1 9 8 A U

Country

DX

DX 30710 EPSOM

Telephone

01372 729555

**Certificate**

We will send your certificate to the presenter's address if given above or to the company'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 company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ 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 £23 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 companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies 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 companies 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 524243

Charge code: SC52 4243 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th July 2017 and created by EUX LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th July 2017.

Given at Companies House, Edinburgh on 3rd August 2017



Companies House



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

Dated 20th July 2017

HELI PROPERTIES LLP

- and -

EUX LTD

- and -

OXG LTD

- and -

FAMILY BUILDING SOCIETY

Cross Guarantee and Indemnity

☒ We certify this to be a true copy
of the original



TWM Solicitors LLP

Solicitor

Index

1	Interpretation	3
2	Guarantee and indemnity	5
3	Lender protections	5
4	Interest	7
5	Costs	7
6	Representations and warranties	7
7	Accounts	8
8	Termination	9
9	Discharge conditional	9
10	Payments	10
11	Transfer	10
12	Lender's right of set-off	10
13	Evidence of amounts and certificates	11
14	Remedies, waivers, amendments and consents	11
15	Severance	11
16	Third party rights	11
17	Counterparts	11
18	Notices	12
19	Governing law and Jurisdiction	12
Schedule 1 - Obligors		14

This deed is made on the 20th day of July 2017
BETWEEN

1. The parties listed in the Schedule as guarantors and indemnifiers (**Obligors**).
2. **FAMILY BUILDING SOCIETY**, a trading name of National Counties Building Society, whose principal office is at Ebbisham House, 30 Church Street, Epsom, Surrey KT17 4NL (the **Lender**).

RECITALS

- (A) The Lender has agreed to provide new banking facilities to each of the Obligors.
- (B) Each Obligor has agreed to enter into this guarantee and indemnity for the purpose of providing credit support to the Lender for each Obligor's liabilities from time to time outstanding to the Lender.

AGREEMENT

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this guarantee.

1.1.1 **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

1.1.2 **Guaranteed Obligations:** all monies, debts and liabilities of any nature from time to time due, owing or incurred by an Obligor to the Lender on any current or other account under or in connection with any present or future banking or credit facilities provided by the Lender to an Obligor;

1.1.3 **Rights:** any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise;

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

1.1.5 **Tax:** all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction and any penalty, fine, surcharge, interest, charges or costs relating to them.

1.1.6 Clause and Schedule headings shall not affect the interpretation of this guarantee;

1.1.7 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons,

government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) [and that person's personal representatives, successors, permitted assigns and permitted transferees];

- 1.1.8 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.1.9 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.1.10 a reference to **Lender** shall include the Lender's successors, permitted assigns and permitted transferees;
- 1.1.11 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.1.12 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.1.13 a reference to **writing** or **written** includes fax but not e-mail;
- 1.1.14 a reference to **this guarantee** (or any provision of it) or to any other agreement or document referred to in this guarantee is a reference to this guarantee, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this guarantee) from time to time;
- 1.1.15 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this guarantee [and a reference to a paragraph is to a paragraph of the relevant Schedule];
- 1.1.16 any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.1.17 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- 1.1.18 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.1.19 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.1.20 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and

1.1.21 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

2 Guarantee and indemnity

2.1 In consideration of the Lender making or continuing loans to, giving credit or granting banking facilities, accommodation or time to any Obligor as the Lender in its absolute discretion sees fit, each Obligor jointly and severally guarantees to the Lender, whenever an Obligor does not pay any of the Guaranteed Obligations when due, to pay on demand the Guaranteed Obligations.

2.2 Each Obligor as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 2.1 agrees to indemnify and keep indemnified the Lender in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Lender arising out of, or in connection with, the Guaranteed Obligations not being recoverable for any reason or any failure of an Obligor to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.

3 Lender protections

3.1 This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to the Lender by each Obligor in respect of the Guaranteed Obligations.

3.2 The liability of each Obligor under this guarantee shall not be reduced, discharged or otherwise adversely affected by:

3.2.1 any intermediate payment, settlement of account or discharge in whole or in part of the Guaranteed Obligations;

3.2.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may now or after the date of this guarantee have from or against any of an Obligor and any other person in connection with the Guaranteed Obligations;

3.2.3 any act or omission by the Lender or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against an Obligor or any other person;

3.2.4 any termination, amendment, variation, novation, replacement or supplement of or to any of the Guaranteed Obligations including without limitation any change in the purpose of, any increase in or extension of the Guaranteed Obligations and any addition of new Guaranteed Obligations;

- 3.2.5 any grant of time, indulgence, waiver or concession to an Obligor or any other person;
- 3.2.6 any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of an Obligor or any other person;
- 3.2.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, an Obligor or any other person in connection with the Guaranteed Obligations;
- 3.2.8 any claim or enforcement of payment from an Obligor or any other person; or
- 3.2.9 any act or omission which would not have discharged or affected the liability of any Obligor had it been a principal debtor instead of a guarantor; or
- 3.2.10 any other act or omission except an express written release by deed of each relevant Obligor by the Lender.
- 3.3 The Lender shall not be obliged before taking steps to enforce any of its rights and remedies under this Guarantee:
 - 3.3.1 to take any action or obtain judgment in any court against an Obligor or any other person;
 - 3.3.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of an Obligor or any other person; or
 - 3.3.3 to make demand, enforce or seek to enforce any claim, right or remedy against an Obligor or any other person.
- 3.4 Each Obligor, as guarantor, warrants to the Lender that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against an Obligor, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, an Obligor under this guarantee but:
 - 3.4.1 if any of the Rights is taken, exercised or received by an Obligor as guarantor, those Rights and all monies at any time received or held in respect of those Rights shall be held by that Obligor on trust for the Lender for application in or towards the discharge of the Guaranteed Obligations under this guarantee; and
 - 3.4.2 on demand by the Lender, each Obligor shall promptly transfer, assign or pay to the Lender all other Rights and all monies from time to time held on trust by that Obligor under this clause 3.4.
- 3.5 This guarantee is in addition to and shall not affect nor be affected by or merge with any other judgment, Security, right or remedy obtained or held by

the Lender from time to time for the discharge and performance of an Obligor of the Guaranteed Obligations.

- 3.6 This deed is a Security Document for the purposes the three Facility Agreements of today's date made between each of the Obligors and the Lender

4 Interest

- 4.1 Each Obligor shall pay interest to the Lender after as well as before judgment at the annual rate which is two per cent 2% above the base rate of the Lender on all sums demanded under this guarantee from the date of demand by the Lender or, if earlier, the date on which the relevant damages, losses, costs or expenses arose in respect of which the demand has been made, until, but excluding, the date of actual payment.
- 4.2 Interest under clause 4.1 shall accrue on a day-to-day basis calculated by the Lender on such terms as the Lender may from time to time determine and shall be compounded on the last Business Day of each month.
- 4.3 The Lender shall not be entitled to recover any amount in respect of interest under both this guarantee and any arrangements entered into between an Obligor and the Lender in respect of any failure by an Obligor to make any payment in respect of the Guaranteed Obligations.

5 Costs

- 5.1 Each Obligor shall within five Business Days of demand, pay to, or reimburse, the Lender on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender in connection with:
- 5.1.1 the preparation, negotiation, execution and delivery of this guarantee;
 - 5.1.2 any actual or proposed amendment, variation, supplement, waiver or consent under or in connection with this guarantee;
 - 5.1.3 any discharge or release of this guarantee;
 - 5.1.4 the preservation, or exercise and enforcement, of any rights under or in connection with this guarantee or any attempt so to do; and
 - 5.1.5 any stamping or registration of this guarantee.

6 Representations and warranties

- 6.1 Each Obligor makes the representations and warranties set out in this clause 6 and clause 3.4 to the Lender on the date of this guarantee.
- 6.2 Each Obligor:

- 6.2.1 is a duly incorporated limited liability company or limited liability partnership validly existing under the law of its jurisdiction of incorporation; and
 - 6.2.2 has the power to own its assets and carry on its business as it is being conducted.
- 6.3 Each Obligor has the power to execute, deliver and perform its obligations under this guarantee and the transactions contemplated by them.
- 6.4 The execution, delivery and performance of the obligations in, and transactions contemplated by, this guarantee does not and will not contravene any of an Obligor's constitutional documents, any agreement or instrument binding on an Obligor or its assets, or any applicable law or regulation.
- 6.5 Each Obligor has taken all necessary action and obtained all required or desirable consents to enable it to execute, deliver and perform its obligations under this guarantee and to make this guarantee admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.
- 6.6 Each Obligor's obligations under this guarantee are, subject to any general principles of law limiting obligations, legal, valid, binding and enforceable.
- 6.7 No litigation, arbitration or administrative proceedings are taking place, pending or, to any Obligor's knowledge, threatened against it or any of its assets.
- 6.8 None of an Obligor's assets are entitled to immunity on any grounds from any legal action or proceeding (including, without limitation, suit, attachment prior to judgment, execution or other enforcement).
- 6.9 No event or circumstance is outstanding which constitutes a default under any deed or instrument which is binding on any Obligor, as guarantor, or to which its assets are subject, which might have a material adverse effect on an Obligor's ability to perform its obligations under this guarantee.
- 6.10 Each Obligor's payment obligations under this guarantee rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

7 Accounts

- 7.1 The Lender may place to the credit of a suspense account any monies received under or in connection with this guarantee in order to preserve the rights of the Lender to prove for the full amount of all its claims against an Obligor or any other person in respect of the Guaranteed Obligations.
- 7.2 The Lender may at any time and from time to time apply all or any monies held in any suspense account in or towards satisfaction of any of the monies,

obligations and liabilities the subject of this guarantee as the Lender, in its absolute discretion, may conclusively determine.

- 7.3 If this guarantee ceases for any reason whatsoever to be continuing, the Lender may open a new account or accounts in the name of an Obligor.
- 7.4 If the Lender does not open a new account or accounts pursuant to clause 7.3, it shall nevertheless be treated as if it had done so at the time that this guarantee ceased to be continuing whether by termination, calling in or otherwise, in relation to an Obligor.
- 7.5 As from the time of opening or deemed opening of a new account or accounts, all payments made to the Lender by or on behalf of an Obligor shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this guarantee is available at that time nor shall the liability of any Obligor as guarantor under this guarantee in any manner be reduced or affected by any subsequent transactions, receipts or payments.

8 Termination

- 8.1 The Obligors may together terminate this guarantee at any time by notice to the Lender with effect from the date (**Termination Date**) specified in that notice to be not less than three calendar months after the notice is actually received by the Lender.
- 8.2 Notwithstanding any notice of termination given under clause 8.1, the liability of each Obligor as guarantor under this guarantee shall continue in full force and effect in relation to all Guaranteed Obligations which:
 - 8.2.1 have become due on or before the Termination Date; and
 - 8.2.2 may become due, owing or incurred by an Obligor to the Lender pursuant to any transaction, dealing commitment or other engagement entered into or effected either:
 - 8.2.2.1 prior to the Termination Date; or
 - 8.2.2.2 on or after the Termination Date pursuant to any commitment, expressed or implied, assumed or undertaken by the Lender to the Obligor prior to the Termination Date.

9 Discharge conditional

- 9.1 Any release, discharge or settlement between an Obligor as guarantor and the Lender in relation to this guarantee shall be conditional on no right, Security, disposition or payment to the Lender by an Obligor or any other person in respect of the Guaranteed Obligations being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency or for any other reason.

- 9.2 If any right, Security, disposition or payment referred to in clause 9.1 is avoided, set aside or ordered to be refunded, the Lender shall be entitled subsequently to enforce this guarantee against any Obligor as if such release, discharge or settlement had not occurred and any such right, Security, disposition or payment had not been given or made.

10 Payments

- 10.1 All sums payable by an Obligor under this guarantee shall be paid in full to the Lender in the currency in which the Guaranteed Obligations are payable:
- 10.1.1 without any set-off, condition or counterclaim whatsoever; and
- 10.1.2 free and clear of any deductions or withholdings whatsoever except as may be required by law or regulation which is binding on an Obligor.
- 10.2 If any deduction or withholding is required by any law or regulation to be made by an Obligor, the amount of the payment due from each Obligor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.
- 10.3 Each Obligor shall promptly deliver or procure delivery to the Lender of all receipts issued to it evidencing each deduction or withholding which it has made.
- 10.4 No Obligor shall or may direct the application by the Lender of any sums received by the Lender from any Obligor under, or pursuant to, any of the terms of this guarantee.

11 Transfer

- 11.1 This guarantee is freely assignable or transferable by the Lender.
- 11.2 No Obligor may assign any of its rights or transfer any of its obligations under this guarantee or enter into any transaction which would result in any of those rights or obligations passing to another person.

12 Lender's right of set-off

- 12.1 The Lender may at any time set off any liability of an Obligor to the Lender against any liability of the Lender to an Obligor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this guarantee. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 12.1 shall not limit or affect any other rights or remedies available to it under this guarantee or otherwise.
- 12.2 The Lender is not obliged to exercise its rights under clause 12.1. If, however, it does exercise those rights it must promptly notify the Obligor of the set-off that has been made.

13 Evidence of amounts and certificates

- 13.1 Any certificate, determination or notification by the Lender as to a rate or any amount payable under this guarantee is (in the absence of manifest error) conclusive evidence of the matter to which it relates and shall contain reasonable details of the basis of determination.

14 Remedies, waivers, amendments and consents

- 14.1 No amendment of this guarantee shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 14.2 A waiver of any right or remedy under this guarantee or by law, or any consent given under this guarantee, is only effective if given in writing and signed 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.
- 14.3 A failure or delay by a party to exercise any right or remedy provided under this guarantee 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 guarantee. No single or partial exercise of any right or remedy provided under this guarantee or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this guarantee by the Lender shall be effective unless it is in writing and signed.
- 14.4 The rights and remedies provided under this guarantee are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

15 Severance

- 15.1 If any provision (or part of a provision) of this guarantee is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this guarantee.

16 Third party rights

- 16.1 A person who is not a party to this guarantee shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this guarantee. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

17 Counterparts

17.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

17.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

18 Notices

18.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address or to the fax number given in this agreement or as otherwise notified in writing to each other party.

18.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of delivery.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Fax.	At the time of transmission.

18.3 For the purpose of clause 18.2 and calculating deemed receipt:

18.3.1 all references to time are to local time in the place of deemed receipt;
and

18.3.2 if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

18.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.5 A notice given under this agreement is not valid if sent by email.

19 Governing law and Jurisdiction

19.1 This guarantee and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

- 19.2 Each of the Obligors irrevocably consents to any process in any proceedings under clause 19.3 being served on it in accordance with the provisions of this guarantee relating to service of notices. Nothing contained in this guarantee shall affect the right to serve process in any other manner permitted by law.
- 19.3 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this guarantee or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against an Obligor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

Executed as a deed by the parties on the date appearing at the top of this agreement

Schedule 1 - Obligors

Name of Obligor	Registration number	Address of registered office	Attention
HELI PROPERTIES LLP	OC414313	51 Castle Street, High Wycombe, United Kingdom, HP13 6RN	[]
EUX LTD	SC524243	The Steading, Easter Terryvale, Lyne Of Skene, Aberdeenshire, Great Britain, AB32 7BS	[]
OXG LTD	10153429	170 Holland Park Avenue Holland Park Avenue, London, United Kingdom, W11 4UH	[]

Executed as a deed by HELI
PROPERTIES LLP acting by

..... KEITH D. MACRAE Member
member, in the presence of:

Witness:
.....

Name: EDWARD TALLON

Address: STITT & CO
11 GOUGH SQUARE
LONDON
EC4A 3DE
020 7832 0840
DX 1052 London Chancery Lane

Occupation: Solicitor

Executed as a deed by EUX LTD
acting by

KEITH V. MAZURE Director
director, in the presence of:

Witness: E. Hill

Name: EDWARD MALLIN

Address:

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Occupation: Director DX 1052 London Chancery Lane

Executed as a deed by OXG LTD

acting by

KRITHI D. MAZUKA Director

director, in the presence of:

Witness:

E. G. Hall

Name: EDWARD HALLAM

Address:

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11 GOUGH SQUARE
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Occupation: Solicitor DX 1052 London Chancery Lane