

**Co-operative and Community Benefit Societies Act 2014**

*Recording a Charge*

Society: Optivo

Registration number: 7561

The attached charge between the above society and:  
Prudential Trustee Company Limited

was delivered to the FCA on 6 September 2019.

Instrument date: 3 September 2019

Application Date: 6 September 2019

Date: **06 September 2019**



dated 3 September 2019

WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY OF THE ORIGINAL

ADDLESHAW GODDARD LLP

**Optivo**  
(as Chargor)

DATE 03/09/2019

and

ADDLESHAW GODDARD LLP

**Prudential Trustee Company Limited**  
(as Security Trustee)

## Fixed Charge Over Land

(To: The Chief Land Registrar. Note: This Charge contains (in clause 4.1) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee to enter a restriction in the Proprietorship Register and (in clause 4.3.3) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee to enter a notice on the Charges Register.)

## Contents

	<b>Clause</b>	<b>Page</b>
1	Definitions and interpretation.....	1
2	Payment of secured liabilities.....	5
3	Security.....	5
4	The Land Registry and further advances.....	7
5	Further assurance.....	8
6	Negative pledge and disposal restrictions.....	9
7	Representations and warranties.....	9
8	General undertakings.....	10
9	Power to remedy.....	14
10	Enforcement of Security.....	14
11	Extension and variation of the Law of Property Act 1925.....	15
12	Appointment of Receiver.....	16
13	Protection of purchasers.....	19
14	Power of attorney.....	19
15	Effectiveness of Security.....	20
16	Release of Security.....	21
17	Subsequent Security Interests.....	21
18	Confidentiality.....	21
19	Expenses, stamp taxes and indemnity.....	22
20	Payments free of deduction.....	22
21	Discretion and delegation.....	22
22	Perpetuity period.....	23
23	Counterparts.....	23
24	Communication.....	23
25	Exempt Charity.....	24
26	Governing law.....	24
Schedule 1		
	Details of Real Property.....	1
Schedule 2		
	Notice of Assignment.....	1

## Deed

dated 3 September 2019

## Parties

- (1) **Prudential Trustee Company Limited** in its capacity as security trustee for the Beneficiaries (the **Security Trustee**); and
- (2) **Optivo** a charitable Registered Provider registered with the Regulator with registration number 4851 and as a charitable community benefit society under the Co-operative and Community Benefit Societies Act 2014 with registered number 7561 whose registered office is at Grosvenor House, 125 High Street, Croydon, CRO 9XP (the **Chargor**).

## Introduction

- (A) The Chargor and the Security Trustee, amongst others, have entered into a security trust deed dated 23 February 2012 (the Security Trust Deed) pursuant to which the Chargor may grant security in favour of the Security Trustee pursuant to this Deed which can be specifically allocated to certain Beneficiaries.
- (B) It is intended by the parties to this document that it will take effect as a deed despite the fact that a party may only execute this document under hand.

## Agreed terms

### 1 Definitions and interpretation

#### 1.1 Definitions

In this deed unless the context otherwise requires:

**Approved Tenancy Agreement** has the meaning given to it in clause 8.2.12;

**Beneficiaries** has the meaning given to it in the Security Trust Deed and **Beneficiary** shall be construed accordingly;

**Charged Assets** means all the assets, rights, property and undertaking of the Chargor from time to time mortgaged, charged, assigned or agreed to be assigned to, the Security Trustee by the Chargor under this deed;

**Collateral Rights** means all rights, powers and remedies of the Security Trustee provided by or pursuant to this deed or by law;

**Competent Authority** means any legal person and/or any court of law or tribunal in each case having authority under applicable Environmental Law;

**Dangerous Substances** means any natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to a risk of causing harm to man or any other living organism or causing damage to the Environment or public health and includes, but is not limited to, any controlled, special, hazardous, toxic, radioactive or dangerous waste or substance;

**Environmental Audit** means a full risk assessment of the Charged Assets to ascertain the nature and extent of any harm or detriment caused, or the risk of any possible harm or detriment which may be caused to the environment by any activity, including soil, air or water testing of the Charged Assets and any other property;

**Environmental Law** means all present and future rules of common or statutory law, acts, regulations, standards or codes having the force of law, any code of practice, circular, guidance note and the like (if not having the force of law being of a kind that is customary for the relevant person (or persons of its status or type carrying on a similar business) to comply with), applicable rights or obligations under European Community Law, and any notices, directions, impositions or requirements issued, imposed or directed by any Competent Authority relating to the protection of human health and safety, the protection of property and proprietary rights, or the protection of the environment or the generation, transportation, storage, use, treatment or disposal of Dangerous Substances;

**Environmental Licence** means a licence, permit, certificate of registration, consent, or approval, including any conditions which attach thereto, which relate to or affect the Charged Assets and which is required by an Environmental Law;

**Fixtures** includes all buildings, erections and structures at any time on or in the course of construction on the Real Property and includes all fixtures, fittings, plant, materials, machinery, equipment, installations and apparatus (including trade fixtures and fittings) now and from time to time in or on the Real Property;

**Insurances** means all contracts and policies of insurance of whatever nature which are from time to time taken out by, or with the authority and on behalf of the Chargor in relation to the Charged Assets;

**Insured Risks** means fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, landslip, subsidence, burst pipes, environmental pollution, terrorist acts and such other risks as is usual for prudent Registered Providers carrying on activities of the type and scale which are carried on by the Chargor ;

**Letting Document** means any valid and binding lease, tenancy or licence to occupy or any valid and binding agreement for any part of the Real Property (from time to time) and any licence, consent or approval given thereunder;

**Notice of Assignment** means a notice substantially in the form set out in Schedule 2 (Notice of Assignment);

**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 any orders, regulations or permissions (which are legally binding upon the Chargor or its assets) made, issued or granted under or by virtue of those Acts or any of them to the extent that they are applicable to the Chargor;

**Real Property** means:

- (a) all the freehold and leasehold property in England and Wales specified in Schedule 1 (Details of Real Property);

- (b) any Fixtures from time to time situated on or forming part of such freehold or leasehold property; and
- (c) all Related Rights;

**Receiver** means a receiver, receiver and manager administrative receiver, administrator or attorney or other person to carry out the duties of such person who is a qualified person under the terms of the Insolvency Act 1986 of the whole or any part of the Charged Assets;

**Registered Provider** means a "registered provider of social housing" as such term is defined in the Housing and Regeneration Act

**Related Rights** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, covenants, easements, benefits, claims, contracts, warranties, remedies, security, indemnities and covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset;

**Relevant Currency** means, in relation to each of the Chargor's Liabilities, the currency in which it is from time to time, denominated;

**Retail Price Index or RPI** means the General Index of Retail Prices in the UK (January 1987 = 100) (for all items) published by the Office for National Statistics (or any other Government department or other body upon which the duties in connection with such index have devolved) or in the event that such index ceases to be published, such other comparable substituted index as reasonably determined by the relevant Beneficiary;

**Secured Liabilities** means all the money, liabilities and obligations now or hereafter due, owing or incurred to the Security Trustee or any Beneficiary under the terms of the any Relevant Document (including, without limitation, under any amendments, supplements or restatements of any of such Relevant Documents) in any manner whatsoever, all indemnification and reimbursement obligations in any currency or currencies (whether present or future, actual or contingent) and whether owed by the Chargor as principal or surety or incurred solely or jointly with another, together with all interest accruing thereon and all costs charges and expenses incurred by the Security Trustee, any nominee, delegate or agent thereof or any receiver under any of the reimbursement obligations or any of the Relevant Documents in connection therewith and **Secured Liability** means any one of these obligations;

**Security** means the security constituted by or pursuant to this deed;

**Security Interest** means any mortgage, pledge, lien, charge, security assignment, right of set off, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security (including, for the avoidance of doubt, a floating charge) or any other type of preferential arrangement having a similar effect;

**Value or Valuation** of the Real Property is a reference to the most up to date value or, as the case may be, valuation of such property; and

**Tax** includes any form of taxation, levy, duty, charge, contribution deductions, withholdings or impost of whatever nature (including any applicable fine, penalty, surcharge or interest) imposed by any government authority, body or official (whether central, local, state or federal) anywhere in the world competent to impose any of them.

## 1.2 Interpretation

In this deed references to:

- 1.2.1 the **Chargor**, the **Security Trustee**, the **Beneficiaries** or any of them where the context admits include a reference to their respective successors, assigns and/or transferees;
- 1.2.2 persons include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality;
- 1.2.3 words importing one gender will be treated as importing any gender, words importing individuals will be treated as importing corporations and vice versa, words importing the singular will be treated as importing the plural and vice versa and words importing the whole will be treated as including a reference to any part, except where the context specifically requires otherwise;
- 1.2.4 this deed or to a provision of this deed, or any other document (including Relevant Document) are references to it as amended, restated, supplemented or novated from time to time;
- 1.2.5 the words include or including (or any similar term) are not to be construed as implying any limitation and general words introduced by the word other (or any similar term) will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things; and
- 1.2.6 statutory provisions, enactments or EC Directives will include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EC Directive, whether before or after the date of this deed.

## 1.3 Security Trust Deed

- 1.3.1 Words and expressions defined in the Security Trust Deed will have the same meanings when used in this deed, unless the context otherwise requires. In the case of inconsistency definitions set out in the Security Trust Deed will prevail.
- 1.3.2 Clause 1.9 of the Security Trust Deed shall apply, mutatis mutandis, to this Deed.

## 1.4 Headings

The clause, paragraph and Schedule headings and the table of contents are inserted for ease of reference only and will not affect construction.

## 1.5 Third party rights

- 1.5.1 A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.
- 1.5.2 The terms of the documents under which the Secured Obligations arise and of any side letters between the parties hereto in relation thereto are incorporated herein to the

extent required for any purported disposition of the Real Property contained herein to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## **2 Payment of secured liabilities**

### **2.1 Covenant to pay**

The Chargor covenants with the Security Trustee as Security Trustee and trustee for the Beneficiaries that it will, on demand, discharge all of the obligations which it may at any time have to the Security Trustee (whether for its own account or as Security Trustee and trustee for the Beneficiaries) or any of the Beneficiaries in respect of the Secured Liabilities under the terms of the Relevant Documents.

### **2.2 Interest on demand**

If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor will pay interest on such sum (before and after any judgement) from the date of demand until the date of payment calculated on the basis set out in the Relevant Document in relation to late payments. If the Relevant Document is silent in relation to interest accrual on late payments, interest will accrue on a daily basis at 2% per annum over the highest interest rate referred to in the Relevant Documents and compounded (if unpaid) at such intervals as the Security Trustee may determine until the date such amount is unconditionally and irrevocably paid and discharged in full. Such interest will be calculated on the basis of a 365 day year.

## **3 Security**

### **3.1 Fixed charges**

The Chargor hereby charges in favour of the Security Trustee as Security Trustee and trustee for the Beneficiaries with full title guarantee for the payment and discharge of the Secured Liabilities by way of first fixed charge (which so far as it relates to land in England and Wales the legal title to which is vested in the Chargor at the date of this deed will be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets:

- 3.1.1 the Real Property;
- 3.1.2 all rents receivable from any lease granted out of any Real Property and the benefit of all guarantees, indemnities, rent deposits, agreements, undertakings and warranties relating to the same;
- 3.1.3 all furniture, furnishings, tools, vehicles, computers, computer software and hardware and office and other equipment and other chattels belonging to the Chargor and the benefit of all contracts, licences and warranties relating to the same;
- 3.1.4 the benefit of all licences, consents and authorisations (statutory or otherwise) held or utilised by the Chargor in connection with the Charged Assets or the use of any of the Charged Assets; and
- 3.1.5 all its rights and interests in and claims under the Insurances issued in relation to the Charged Assets.

- 3.1.6 if and in so far as the fixed charges set forth in clause 3.1.1 above or the assignments set out in clause 3.2 below shall for any reason be ineffective as fixed charges or assignments, the assets referred to in those clauses.

## 3.2 Assignments

The Chargor hereby assigns and agrees to assign by way of security to the Security Trustee as Security Trustee and trustee for the relevant Beneficiaries with full title guarantee (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)) for the payment and discharge of the Secured Liabilities, all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets:

- 3.2.1 the personal agreements and covenants (still subsisting and capable of being enforced) by the tenants, lessees, licensees or other parties under the Letting Documents and by all guarantors and all security held by the Chargor from time to time whether present or future in respect of the obligations of the tenants, lessees, licensees or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all monies due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith and any rent arrears or service charges due at any time from any tenants, lessees, licensees or other parties under the Letting Documents regardless of whether such amounts became due before or after the date of this Deed);
- 3.2.2 all agreements now or from time to time entered into or to be entered into to enable the charging of the Charged Assets and for the sale, letting or other disposal or realisation of the whole or any part of the Charged Assets (including, without limiting the generality of the foregoing, all monies due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith);
- 3.2.3 all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Chargor to perfect its rights under this Deed or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other documents) now or hereafter entered into by or given to the Chargor in respect of the Real Property charged pursuant to his Deed and all claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the such Real Property;
- 3.2.4 all licences held now or in the future in connection with the relevant Real Property and also the right to recover and receive all compensation which may at any time become payable to the Chargor in relation to the relevant Real Property;
- 3.2.5 all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the relevant Mortgaged Property;
- 3.2.6 all guarantees, warranties, bonds and representations given or made now or hereafter by, and any rights or remedies against, all or any of the designers, builders, contractors, surveyors, valuers, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures in respect of the relevant Real Property; and

3.2.7 all rental income and disposal proceeds in each case relating to the relevant Mortgaged Property which has not been assigned pursuant to clauses 3.2.1, 3.2.2 or 3.2.3 and the right to make demand for and receive the same.

3.3 Following the occurrence of an Enforcement Event which is continuing unremedied or unwaived, the Chargor shall deliver to the Security Trustee (or procure delivery of) a Notice of Assignment duly executed by, or on behalf of, the Chargor in respect of any asset which is the subject of an assignment pursuant to clause 3.2 (Assignments) promptly upon the request of the Security Trustee from time to time and in each case shall use all reasonable endeavours to procure that each such Notice of Assignment is acknowledged by the obligor or debtor specified by the Security Trustee (substantially in the form attached to such Notice of Assignment).

#### **4 The Land Registry and further advances**

##### **4.1 Land registration**

The Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of the Security Trustee to enter the following restriction (in form P of Schedule 4 to the Land Registration Rules 2003) in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Real Property:

*'No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [the date of this deed] in favour of Prudential Trustee Company Limited (as Security Trustee) referred to in the Charges Register or their conveyancer'.*

##### **4.2 Implied covenants**

For the purposes of Rule 68(1) of the Land Registration Rules 2003, the covenants set out in Sections 2 to 5 (inclusive) of the Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this deed.

##### **4.3 Further advances**

4.3.1 Subject to the terms of the Relevant Documents, the relevant Beneficiary which is a lender under a loan facility agreement or other debt instrument may be under an obligation to make further advances to the Chargor.

4.3.2 For the purposes of sub-section 94(1)(c) of the Law of Property Act 1925, subsection 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the relevant Beneficiaries to make further advances will be deemed to be incorporated in this deed as if the same were set out in this deed.

4.3.3 For the purposes of the Land Registration Rules 2003 and sub-section 49(3) of the Land Registration Act 2002, the Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of the Security Trustee for the entry of a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Real Property.

## **5 Further assurance**

### **5.1 Further assurance: general**

The Chargor will, at its own expense, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may specify (and in such form as the Security Trustee may require in favour of the Security Trustee or its nominee(s)):

- 5.1.1 to perfect or protect the security created or intended to be created in respect of the Charged Assets or any part thereof (which may include the execution by the Chargor of a mortgage, fixed charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of the Collateral Rights; and/or
- 5.1.2 to facilitate the realisation of the Charged Assets; and/or
- 5.1.3 to obtain all necessary consents to procure the registration of this deed at the Land Registry or on the Land Charges Register as appropriate.

### **5.2 Consents**

The Chargor will use all reasonable endeavours to obtain (in form and content satisfactory to the Security Trustee) as soon as possible any consents necessary to enable the relevant assets of the Chargor purported to be so charged or assigned to be the subject of an effective fixed charge or assignment pursuant to clauses 3.1 and 3.2 and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Chargor shall promptly deliver a copy of each consent to the Security Trustee.

### **5.3 Preservation of rights**

Neither the obligations of the Chargor contained in this deed nor the rights, powers and remedies conferred in respect of the Chargor upon the Security Trustee by the Relevant Documents or any of them or by law shall be discharged, impaired or otherwise affected by:

- 5.3.1 the winding-up, dissolution, administration or reorganisation of the Chargor or any other person or any change in its status, function, control or ownership;
- 5.3.2 any of the obligations of the Chargor or any other person under the Relevant Documents or under any other security relating to the Relevant Documents being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- 5.3.3 time or other indulgence being granted or agreed to be granted to the Chargor or any other person in respect of any of their obligations under the Relevant Documents or under any such other security;
- 5.3.4 any amendment to, or any variation, waiver or release of any obligation of the Chargor or any other person under the Relevant Documents or under any such other security;
- 5.3.5 any failure to take, or fully to take, any security contemplated by the Relevant Documents or otherwise agreed to be taken in respect of the Chargor's or any other person's obligations under the Relevant Documents;

- 5.3.6 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken or agreed to be taken in respect of the Chargor's, or any other person's obligations under the Relevant Documents; or
- 5.3.7 any other act, event or omission which, but for this clause 5.3, might operate to discharge, impair or otherwise affect any of the obligations of the Chargor or any other person or any of the rights, powers or remedies conferred upon the Security Trustee or any or the Beneficiaries by the Relevant Documents or by law.

## **6 Negative pledge and disposal restrictions**

### **6.1 Negative pledge**

The Chargor will not create, or permit to arise, or continue (in favour of any person other than the Security Trustee) any Security Interest over the Charged Assets now or in the future, or agree or attempt to do so, or increase or extend any liability of the Chargor secured on any of the Charged Assets, except as permitted under the Relevant Document(s).

### **6.2 Disposal of fixed charge assets**

Except as permitted by the Relevant Documents, the Chargor will not (whether by a single transaction or number of related or unrelated transactions, and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of the Charged Assets charged or assigned by clauses 3.1 and 3.2 or any interests therein.

## **7 Representations and warranties**

### **7.1 Duration and to whom made**

The representations and warranties made by the Chargor in this clause 7 will remain in force for (and will be deemed repeated on each day falling during) the period for which the Secured Liabilities are outstanding and are given to the Security Trustee and each of the Beneficiaries.

### **7.2 Matters represented**

Except as disclosed in writing to the Security Trustee in any certificate of title addressed to the Security Trustee on or prior to the date of this deed or on or prior to the date the Real Property becomes subject to a fixed charge hereunder:

- 7.2.1 the Chargor is the legal and beneficial owner of the Real Property;
- 7.2.2 planning permission has been obtained or is deemed to have been granted in accordance with statute for the purposes of the Planning Acts and has been complied with in respect to any development and the existing use of the Real Property and the Planning Acts and all relevant building regulations or previously relevant building bye-laws have been complied with in respect of all developments, alterations and improvements to the Real Property and they have also been complied with in respect of the use of the Real Property;
- 7.2.3 there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Real Property which materially adversely affect or are likely to materially adversely affect the Value of the Real Property or the ability of the Chargor to perform its obligations owed to the Security Trustee and the Beneficiaries;

- 7.2.4 nothing has arisen or has been created or is subsisting which would be an overriding interest over the Real Property which materially adversely affects or is likely to materially adversely affect the Value of the Real Property or the ability of the Chargor to perform its obligations owed to the Security Trustee;
- 7.2.5 no facilities necessary for the enjoyment and use of the Real Property are enjoyed by the Real Property on terms entitling any person to terminate or curtail its or their use which materially adversely affects or is likely to materially adversely affect the Value of the Real Property or the ability of the Chargor to perform its obligations owed to the Security Trustee and the Beneficiaries;
- 7.2.6 the Chargor has received no notice of any adverse claims by any person in respect of the ownership of the Real Property or any interest therein, nor has any acknowledgement been given to any person in respect thereof;
- 7.2.7 the Real Property will be free from any tenancies or licences other than those tenancies or licences permitted under the Relevant Documents;
- 7.2.8 the Chargor has disclosed to the Security Trustee and the Relevant Beneficiaries full details of all inspections, investigations, studies, Environmental Audits and other analyses commissioned by it in relation to environment matters in respect of the Real Property and any adjoining land;
- 7.2.9 the Chargor is, and has at all times been, in compliance with Environmental Law and has not caused or permitted any liability to arise under them and no circumstances exist which are known to it which may be expected to prevent or interfere with it being in compliance with any Environmental Laws; and
- 7.2.10 the Chargor has obtained and is, and has at all times been, in compliance with Environmental Licences and no circumstances exist which might reasonably be expected to prevent or interfere with such compliance in the future.

### 7.3 **Security created**

Subject to registration at the Land Registry or at the Land Charges Registry as appropriate and the Financial Services Authority (where appropriate), this deed creates those security interests it purports to create ranking as set out above and is not liable to be avoided or otherwise set aside on the liquidation, receivership or administration of the Chargor or otherwise.

## 8 **General undertakings**

### 8.1 **Not to jeopardise the Security**

The Chargor will not do or allow to be done anything which could reasonably be expected materially to decrease the Value of the Security (other than fair wear and tear arising from the use of the Charged Assets in the ordinary course of business).

### 8.2 **Undertakings**

The Chargor will:

- 8.2.1 Repair: keep the Real Property in good and tenantable repair and condition and adequately and properly painted and decorated (or, as applicable, procure the same) and keep the Fixtures and all plant, machinery, implements and other effects for the

time being owned by it and which are in or upon the Real Property or elsewhere in a good state of repair and in good working order and condition (save for fair wear and tear) except where the Real Property are subject to a development, construction, refurbishment, major repair or improvement scheme until the same is completed;

- 8.2.2 Insurance: maintain insurance cover in relation to its activities and assets relating to the Real Property against such risks and in such amounts as is usual for prudent Registered Providers carrying on activities of the type and scale which are carried on by the Chargor and promptly, on request from the Security Trustee, provide the Security Trustee, on request, with copies of all policies and contracts of insurance which relate to the Real Property or income deriving therefrom together with evidence that those policies and contracts are in full force and effect and comply with the requirements of the Security Documents;
- 8.2.3 Noting of interest: procure that a note of the Security Trustee's interest (in a manner satisfactory to the Security Trustee) is endorsed upon all policies of insurance relating to the Real Property (except where the relevant policy or policies are effected in the joint names of the Chargor and the relevant Beneficiary (and, as appropriate, any third party) or the relevant policy or policies provide for the automatic noting of a mortgagee's interest and the Chargor has provided evidence of this satisfactory to the Security Trustee) which shall at any time during the subsistence of this security be effected, maintained or held by the Chargor, and use its reasonable endeavours to procure that the relevant policy or policies contain provisions that such policy or policies will not be terminated or otherwise allowed to lapse unless 14 days' prior notice is given to the Security Trustee;
- 8.2.4 Maintenance of Insurances: not do or knowingly permit anything to be done in or upon or relating to the Real Property or any part thereof which may make void or voidable any Insurance in connection therewith;
- 8.2.5 Premiums: promptly pay all premiums and do all other things necessary to keep all of the Insurances in force and, promptly on reasonable demand by the Security Trustee, produce to the Security Trustee on request the policy, certificate or cover note relating to each Insurance (as requested by the Security Trustee) and of the receipt for the payment of each such premium;
- 8.2.6 Compliance with leases: pay (if it is the lessee) the rents reserved by and (in any event) perform and observe all the covenants, agreements and stipulations on the part of the Chargor contained in any lease or leases comprised within the Real Property and not to do or knowingly suffer to be done any act or thing whereby such lease or leases may become liable to forfeiture or otherwise be determined, provided that if a notice pursuant to section 146 of the Law of Property Act 1925 is served on the Chargor, the Chargor shall promptly inform the Security Trustee;
- 8.2.7 Taxes and outgoings: (save to the extent that payment of the same is being contested in good faith) pay as and when the same shall become payable all Taxes, rates, duties, charges, assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which shall be assessed, charged or imposed upon or payable in respect of the Real Property or any part thereof (but not in respect of the occupier thereof where the Chargor is not the occupier);
- 8.2.8 User: use the Real Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the

Planning Acts and not without the prior written consent of the Security Trustee, make any application for planning permission which could reasonably be expected to have an adverse effect on the value of the Real Property or implement any planning permission so obtained;

- 8.2.9 Notices: within 7 days after the receipt by the Chargor of any application, requirement, order or notice served or given by any public or local or any other authority in relation to the Real Property or any part thereof where the cost of compliance with that application, requirement, order or notice when aggregated with others outstanding at that time is in excess of £100,000 (as increased by RPI from the date of this Deed), give written notice thereof to the Security Trustee and also (within 7 days after demand) produce the same or a copy thereof to the Security Trustee and inform it of the steps taken or proposed to be taken to comply with any such requirement thereby made or implicit therein;
- 8.2.10 Statutes: duly and punctually perform and observe all its obligations in connection with the Charged Assets under any present or future statute or any regulation, order or notice made or given thereunder;
- 8.2.11 Development: other than in compliance with clause 8.2.1, not carry out, or permit to be carried out, on any part of the Real Property except with the previous consent in writing of the Security Trustee any material development (within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required) other than any development approved or contemplated under the Relevant Document (if any);
- 8.2.12 Leases:
- (a) not without the previous consent in writing of the Security Trustee grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Real Property or any part thereof or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Real Property other than as permitted under the Relevant Document(s) or pursuant to residential tenancies at a rent and without a fine or premium and which complies with the provisions of the applicable guidance issued by the Tenant Services Authority and/or (where applicable) the Homes and Communities Agency under the Housing and Regeneration Act 2008 (**Approved Tenancy Agreement**) (or on terms which confer no fewer rights on the Chargor as the lessor or licensor and impose no obligations on the Chargor additional to those set out in an Approved Tenancy Agreement) and provided, on request by the Security Trustee following the occurrence of an Enforcement Event which is continuing, it notifies the Security Trustee of all leases, tenancies, licences or rights to occupy granted or surrendered by it and if so reasonably requested by the Security Trustee provided it sends a copy thereof to the Security Trustee forthwith upon request;
  - (b) (in accordance with its enforcement and arrears policies as a Registered Provider (which shall be in a form that is in compliance with the applicable guidance of the Tenant Services Authority)) enforce and not waive or release the covenants, conditions, agreements and obligations contained in or imposed by any Letting Documents or any guarantee in respect of the obligations of the tenants, lessees, licensees or other parties thereunder which materially

adversely affects or is reasonably likely to materially adversely affect the value of the Real Property;

- (c) not without the prior written consent of the Security Trustee accept or agree to accept the surrender or alteration of any of the Letting Documents which materially adversely affects or is reasonably likely to materially adversely affect the value of the Real Property and observe and perform all the covenants, conditions, agreements and obligations on its part in all respects (to the extent non-compliance materially adversely affects or is likely to materially adversely affect the value of the Real Property or the ability of the Chargor to perform its obligations under the Relevant Document); and
- (d) at any time after an Enforcement Event has occurred and is continuing after the expiry of any applicable grace period during which the Enforcement Event has not been remedied and upon the request of the Security Trustee, issue irrevocable instructions to the other parties to any Letting Document to pay rents and sums due under any Letting Documents to the Security Trustee or into such accounts as the Security Trustee may require.

8.2.13 Deposit of title deeds: subject to the Relevant Documents, deposit with the Security Trustee all deeds and documents of title relating to the Charged Assets (and it is hereby agreed that the Security Trustee shall be entitled to hold the same during the Security Period) except to the extent that any such Charged Assets are released by the Security Trustee pursuant to the terms of the Relevant Documents;

8.2.14 Access: duly and punctually perform and observe all material covenants and stipulations (restrictive or otherwise) affecting all or any part of the Real Property and indemnify the Security Trustee and each Beneficiary in respect of any breach thereof, provide the Security Trustee with such information as it may reasonably require regarding the Chargor's compliance with this Deed, and permit (so far as it is lawful and subject to the relevant tenant's rights) the Security Trustee and any person nominated by it at all reasonable times (provided that reasonable notice has been given by the Security Trustee to the Chargor) to enter upon the Real Property and view the state of the same;

8.2.15 Investigation of title: after the occurrence of an Enforcement Event which is continuing and which is not remedied within any applicable grace period or an event which the Security Trustee reasonably believes (having first made full and proper enquiries with the Chargor) is a Potential Enforcement Event which is continuing, grant the Security Trustee or its lawyers on request all such facilities within the power of the Chargor to enable such lawyers to carry out investigations of title to the Real Property and other property which is or may be subject to this security and enquiries into matters in connection therewith as may be carried out by a prudent mortgagee. Such investigations and enquiries shall be at the expense of the Chargor;

8.2.16 Report on title: after the occurrence of an Enforcement Event which is continuing and which is not remedied within any applicable grace period or an event which the Security Trustee reasonably believes (having first made full and proper enquiries with the Chargor) is a Potential Enforcement Event which is continuing and only to the extent that no investigation of title has been conducted pursuant to paragraph 8.2.15 above, forthwith on demand by the Security Trustee provide the Security Trustee with a solicitor's report in a form acceptable to the Security Trustee as to the title of the Chargor to the Real Property and other property which is or may be subject to this security and

related matters concerning the items which a prudent mortgagee would properly require in a solicitor's report of this nature; and

8.2.17 Authorisations: if so requested by the Security Trustee, obtain any material authorisation or material licence required in order to enable the Security Trustee pursuant to the powers of enforcement conferred on it by the Security Documents to sell vacant Real Property and comply with any local land charges, covenants (leasehold or otherwise) or restrictive covenants relating to such Real Property which are binding on it,

provided that nothing in this clause 8.2 shall require or oblige the Chargor to do or procure to be done anything which is inconsistent with, or contrary to, the terms of any lease or leases under which the Chargor holds any part or parts of the Real Property.

## **9 Power to remedy**

In the case of default by the Chargor in repairing or keeping in repair or insuring the Charged Assets or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, the Chargor will permit the Security Trustee or its agents and contractors to enter on the Charged Assets and to comply with or object to any notice served on the Chargor in respect of the Charged Assets and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Security Trustee may consider are necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. The Chargor will indemnify and keep the Security Trustee indemnified against all losses, costs, charges and expenses reasonably incurred in connection with the exercise of the powers contained in this clause 12.

## **10 Enforcement of Security**

### **10.1 When security becomes enforceable**

The security hereby conferred shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 as varied or amended by this Deed shall be immediately exercisable upon and after an Enforcement Event has occurred and is continuing. After the security constituted hereby has become enforceable, the Security Trustee may enforce all or any part of such 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 such security subject to the terms of the Relevant Documents.

### **10.2 Enforcement of security**

For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date hereof and section 93 of the Law of Property Act 1925 (restricting the right of consolidation) and section 103 of the Law of Property Act 1925 (restricting the power of sale) shall not apply to this security. The statutory powers of leasing conferred on the Security Trustee shall be extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 of that Act.

### **10.3 Possession**

If the Security Trustee, any Receiver or 'any delegate of any such person will take possession of the Charged Assets, it or he may at any time relinquish such possession.

#### 10.4 **No liability as mortgagee in possession**

The Security Trustee will not be liable to account as a mortgagee in possession in respect of all or any part of the Charged Assets or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Assets to which a mortgagee in possession might otherwise be liable.

#### 10.5 **Power of sale**

The power of sale under this deed may be exercised notwithstanding that the Security Trustee or the Receiver may have previously waived or refrained from exercising that power; and no demand or notice of sale made or given under this deed will be waived by the acceptance of any payment on account of the Secured Liabilities, or by any negotiations between the Security Trustee and the Chargor or any other party who is acting as agent for the Chargor or on behalf of it.

#### 10.6 **Receiver's liability**

All the provisions of clause 14 will apply, mutatis mutandis, in respect of the liability of any Receiver and delegate of the Receiver or the Security Trustee or any officer, employee or agent of the Security Trustee, any Receiver or any delegate.

### 11 **Extension and variation of the Law of Property Act 1925**

#### 11.1 **Extension of powers**

The power of sale or other disposal conferred on the Security Trustee and on any Receiver by this deed will operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power will arise (and the Secured Liabilities will be deemed due and payable for that purpose) on execution of this deed.

#### 11.2 **Restrictions**

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 will not apply to this deed or to the exercise by the Security Trustee of its right to consolidate all or any of the security created by or pursuant to this deed with any other security in existence at any time or to its power of sale, which powers may be exercised by the Security Trustee without notice to the Chargor.

#### 11.3 **Power of leasing**

The statutory powers of leasing may be exercised by the Security Trustee at any time and the Security Trustee and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it will think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

#### 11.4 **Non-application**

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to clause 3 being:

11.4.1 the words **other than any charges, encumbrances or rights which that person does not and would not reasonably be expected to know about** in Section 3(1);

11.4.2 the words **except to the extent that** and all words thereafter in Section 3(2); and

11.4.3 Section 6(2).

## 11.5 **Application**

Section 109(8) of the Law of Property Act 1925 will not apply, and all monies received by the Security Trustee or any Receiver in the exercise of any powers conferred by this deed will be applied in accordance with clause 8 of the Security Trust Deed.

11.6 The Chargor will have no rights in respect of the application by the Security Trustee of any sums received, recovered or realised by the Security Trustee under this deed.

## 12 **Appointment of Receiver**

### 12.1 **Appointment of a Receiver**

12.1.1 At any time after this security becomes enforceable or if the Chargor so requests the Security Trustee in writing at any time, the Security Trustee may without further notice appoint under seal or in writing under its hand any one or more qualified persons to be a Receiver of all or any part of the Charged Assets in like manner in every respect as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred.

12.1.2 In this clause 12, qualified person means a person who, under the Insolvency Act 1986, is qualified to act as a Receiver of the property of any company with respect to which he is appointed.

### 12.2 **Powers of a Receiver**

Every Receiver appointed in accordance with clause 12.1 shall have and be entitled to exercise all of the powers set out below. The powers referred to above are (in each case to the extent permitted by law):

12.2.1 Take possession: to take immediate possession of, get in and collect the Charged Assets or any part thereof;

12.2.2 Protection of assets: to make and effect all repairs and Insurances and do all other acts which the Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Assets and to commence and/or complete any building operations on the Real Property and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as he may in his absolute discretion think fit;

12.2.3 Borrow money: for the purpose of exercising any of the powers, authorities and discretions conferred on him by or pursuant to this Deed and/or of defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise thereof or for any other purpose, to raise and borrow money either unsecured or on the security of the Charged Assets or any part thereof either in priority to the security constituted by this Deed or otherwise and generally on such terms and conditions as he may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;

12.2.4 Sell assets: to sell, exchange, convert into money and realise all or any part of the Charged Assets by public auction or private contract and generally in such manner and

on such terms as he shall think proper. Without prejudice to the generality of the foregoing he may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may think fit. Fixtures, other than landlords fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor;

- 12.2.5 Leases: to let all or any part of the Security Assets for such term and at such rent (with or without a premium) as he may think proper and to accept a surrender of any lease or tenancy thereof on such terms as he may think fit (including the payment of money to a lessee or tenant on a surrender);
- 12.2.6 Compromise: to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor in relation to the Charged Assets or any part thereof;
- 12.2.7 Legal actions: to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Charged Assets or any part thereof as may seem to him to be expedient;
- 12.2.8 Receipts: to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising the Charged Assets;
- 12.2.9 Insolvency Act 1986 and Law of Property Act 1925:
- (a) all the powers (as varied and extended by the provisions of this Deed) conferred by the Insolvency Act 1986 on mortgagees in possession, Administrators, Receivers and Administrative Receivers (each as defined therein); and
  - (b) to do all such other acts and things as any Receiver may consider desirable or necessary for realising the Charged Assets or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed and to exercise in relation to the Charged Assets or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and to use the name of the Chargor for all or any of such purposes;
- 12.2.10 Building work: to demolish, alter, improve, develop, complete, construct, modify or refurbish the whole or any part of the Real Property and the Fixtures thereon and to complete or undertake or concur in the completion or undertaking of any approved development (with or without modification) and any other project in which the Chargor was concerned or interested in prior to his appointment being a project for the demolition, alteration, improvement, development, completion, construction, modification, rebuilding or reinstatement, refurbishment or repair of the Real Property (or any part thereof) and the Fixtures and in particular (without prejudice to the generality of the foregoing) to carry out and complete such approved development;
- 12.2.11 Repairs: to undertake, effect or complete any work of repair, maintenance, modification, redecoration, improvement, fitting out and furnishing of the Real Property or any part thereof;
- 12.2.12 Planning and environment: to apply for and obtain any planning permissions, building regulation approvals, environmental permits and any other permissions, consents or licences in relation to the Charged Assets or any part thereof;

12.2.13 Services: power to provide all services (including, without limitation, heating, lighting and cleansing) which may be deemed expedient in relation to the occupation or management of the Mortgaged Property;

12.2.14 Contracts: to enter into, perform, repudiate, rescind, vary, modify, assign, sub-let or novate any contract or agreement, option agreement, agreement for lease, building contract or professional appointment or otherwise for or which relates in any way to the Charged Assets and to appoint, hire and employ and remunerate such contractors, advisers, professionals, agents, servants, attendants, managers, officers, workmen and others upon such terms and at such salaries, fees or remuneration and generally in such manner as he shall think fit and to discharge such persons;

12.2.15 Acquire additional property: to acquire any interest in any real or personal property which he may consider necessary or desirable to acquire in order to maintain or enhance the value of the Charged Assets or any part thereof and to grant or surrender, easements, covenants and licences and to make exchanges and to enter into any agreements for the revision of boundaries; and

12.2.16 General powers: to do all such other acts and things as he may consider necessary or desirable for realising the Charged Assets or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed, to exercise in relation to the Charged Assets or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and to use the name of the Chargor for all or any of such purposes.

### 12.3 **Removal and remuneration**

The Security Trustee may from time to time by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it may deem it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it. The Security Trustee will consider any request from the Chargor to remove a Receiver provided the Chargor can show, to the reasonable satisfaction of the Security Trustee, that failure to remove such Receiver would be prejudicial to the proper realisation or disposal of the Chargor's assets or that the specific Receiver in carrying out his appointment hereunder (and not, for the avoidance of doubt, the actual appointment of any Receiver), is prejudicing the Chargor's registration with the Tenant Services Authority.

### 12.4 **Security Trustee may exercise**

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Deed (either expressly or impliedly) upon a Receiver of the Charged Assets may be exercised after the security hereby created becomes enforceable by the Security Trustee in relation to the whole of such Charged Assets or any part thereof without first appointing a Receiver of such property or any part thereof or notwithstanding the appointment of a Receiver of such property or any part thereof.

## **13 Protection of purchasers**

### **13.1 Consideration**

The receipt of the Security Trustee or any Receiver will be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Trustee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

### **13.2 Protection of purchaser**

No purchaser, mortgagee or other person dealing with the Security Trustee or any Receiver will be bound to inquire whether the right of the Security Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Trustee or such Receiver in such dealings.

## **14 Power of attorney**

### **14.1.1 Appointment**

The Chargor hereby by way of security and in order more fully to secure the performance of its obligations hereunder irrevocably appoints the Security Trustee and every Receiver of the Charged Assets or any part thereof appointed hereunder and every such delegate or sub-delegate as aforesaid to be its attorney acting severally, and on its behalf and in its name or otherwise (at any time after the occurrence of an Enforcement Event which is continuing) to execute and do all such assurances, acts and things which the Chargor ought to do under the covenants and provisions contained in this Deed (including, without limitation, to make any demand upon or to give any notice or receipt to any person owing monies to the Chargor and to execute and deliver any charges, legal mortgages, assignments or other security and any transfers of securities) and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by statute on the Security Trustee or any such Receiver, delegate or sub delegate and (without prejudice to the generality of the foregoing) to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may reasonably deem proper in or for the purpose of exercising any of such powers, authorities and discretions.

### **14.1.2 Ratification**

The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in clause 14.1.1 shall do or purport to do in good faith in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such.

### **14.2 Ratification**

The Chargor will ratify and confirm all things lawfully done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

## **15 Effectiveness of Security**

### **15.1 Continuing security**

The security created by or pursuant to this deed will remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged by the Security Trustee.

### **15.2 Cumulative rights**

The security created by or pursuant to this deed and the Collateral Rights will be cumulative, in addition to and independent of every other security which the Security Trustee (whether in its capacity as Security Trustee and trustee or otherwise) or any of the Beneficiaries may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Security Trustee (whether in its capacity as Security Trustee and trustee or otherwise) or any of the Beneficiaries over the whole or any part of the Charged Assets will merge into the security constituted by this deed.

### **15.3 No prejudice**

Neither the Security or the Collateral Rights will be prejudiced by any time or indulgence granted to the Chargor or any other person or by any other thing which might otherwise prejudice the Security or any Collateral Right.

### **15.4 Remedies and waivers**

No failure on the part of the Security Trustee to exercise, or any delay on its part in exercising, any Collateral Right will operate as a waiver thereof, nor will any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

### **15.5 No liability**

None of the Security Trustee, its nominee(s) or any Receiver will be liable by reason of:

15.5.1 taking any action permitted by this deed; or

15.5.2 any neglect or default in connection with the Charged Assets; or

15.5.3 taking possession of or realising all or any part of the Charged Assets, except in the case of negligence or wilful default or fraud upon its part.

### **15.6 Partial invalidity**

If, at any time, any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this deed nor of such provision under the laws of any other jurisdiction will in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this deed is invalid, unenforceable or ineffective for any reason, that will not affect or impair any other part of the Security.

### **15.7 Other security**

The Security Trustee will not be obliged to resort to any guarantees, indemnities, Security Interests or other means of payment now or hereafter held by or available to it before enforcing this deed and no action taken or omitted by the Security Trustee or any of the Beneficiaries in connection with any such guarantees, indemnities, Security Interest or other means of payment

will discharge, reduce, prejudice or affect the liability of the Chargor or the Secured Liabilities nor will the Security Trustee be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Security Interests or other means of payment.

#### **15.8 Variation**

No variation of the terms of this deed will be valid unless it is in writing signed by the Chargor and confirmed in writing by the Security Trustee.

### **16 Release of Security**

#### **16.1 Redemption of security**

Upon the Secured Liabilities being discharged in full and the none of the Relevant Beneficiaries being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, the Security Trustee will, at the request and cost of the Chargor, release and cancel the security constituted by this deed and procure the reassignment to the Chargor of the property and assets assigned to the Security Trustee pursuant to this deed, in each case subject to clause 20 and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

#### **16.2 Avoidance of payments**

If the Security Trustee or any Relevant Beneficiary considers that any amount paid or credited to it or any of the Relevant Beneficiaries is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under this deed and the security constituted hereby will continue and such amount shall not be considered to have been irrevocably paid.

#### **16.3 Retention of security**

Where the Security Trustee has reasonable cause to be concerned that the Chargor is or may become insolvent, the Security Trustee may retain this deed, the Security and all documents of title, certificates and other documents relating to or evidencing ownership of all or any part of the Charged Assets.

### **17 Subsequent Security Interests**

If the Security Trustee or any of the Beneficiaries at any time receives or is deemed to have received notice of any subsequent Security Interest affecting all or any part of the Charged Assets or any assignment or transfer of the Charged Assets which is prohibited by the terms of this deed, all payments thereafter by or on behalf of the Chargor to the Security Trustee or any of the Beneficiaries will be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities as at the time when the Security Trustee or the relevant Beneficiaries received such notice.

### **18 Confidentiality**

The Security Trustee may give such information relating to the Chargor and the Chargor's Liabilities as it thinks fit to any person proposing to take an assignment and/or transfer from the Security Trustee and/or to enter into contractual relations with the Security Trustee with respect to this deed.

## **19 Expenses, stamp taxes and indemnity**

### **19.1 Expenses**

The Chargor will, from time to time on demand of the Security Trustee, reimburse the Security Trustee on a full indemnity basis for all the costs and expenses (including legal fees) together with any VAT thereon properly incurred by it or by any Receiver in connection with:

19.1.1 the negotiation, preparation and execution of this deed and the completion of the transactions and perfection of the security contemplated in this deed; or

19.1.2 the exercise, preservation and/or enforcement of any of the Collateral Rights or the security contemplated by this deed or any proceedings instituted by or against the Security Trustee or any Receiver as a consequence of taking or holding the security or of enforcing the Collateral Rights,

and such expenses will carry interest until so reimbursed at the rate referred to in clause 2.2.

### **19.2 Stamp taxes**

The Chargor will pay all stamp, stamp duty land tax, registration and other taxes to which this deed, the security contemplated in this deed or any judgement given in connection with it is or at any time may be subject and will, from time to time, indemnify the Security Trustee on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

### **19.3 Indemnity**

The Chargor will, notwithstanding any release or discharge of all or any part of the Security, indemnify the Security Trustee, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this deed, the exercise or purported exercise of any of the rights and powers conferred on them by this deed or otherwise relating to the Charged Assets.

## **20 Payments free of deduction**

All payments to be made under this deed will be made free and clear of and without deduction or withholding whatsoever for or on account of any taxes except to the extent that the Chargor is required by law to make such payment subject to the deduction or withholding of any taxes. If any tax or amount in respect of tax is required to be deducted from any amounts payable or paid by the Chargor, the Chargor will pay such additional amounts as may be necessary to ensure that after the making of the deduction or withholding which is required the relevant recipient receives and retains (free from any liability in respect of any such deduction or withholding) a net amount equal to the full amount which it would have received and retained had no such deduction or withholding been made.

## **21 Discretion and delegation**

### **21.1 Discretion**

Any liberty or power which may be exercised or any determination which may be made hereunder by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

## 21.2 Delegation

Each of the Security Trustee and any Receiver will have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this deed (including the power of attorney) on such terms and conditions as it sees fit which delegation may include power to sub-delegate and will not preclude either the subsequent exercise of such power, authority or discretion by the Security Trustee or the Receiver itself or any subsequent delegation or revocation thereof.

## 22 Perpetuity period

The perpetuity period under the rule against perpetuities, if applicable to this deed, will be the period of 125 years from the date of this deed.

## 23 Counterparts

This deed may be executed in counterparts, all of which when taken together will constitute a single deed.

### 23.1 Certificates

A certificate signed by an official of the Security Trustee as to the amount due or owing from the Chargor will be conclusive evidence against the Chargor except in the case of manifest error or any question of law.

## 24 Communication

### 24.1 Written

Any communication to be given in connection with this deed will be in writing.

### 24.2 Addresses

The address and facsimile number of the Chargor and the Security Trustee for all notices under, or in connection with, this Deed are:

#### 24.2.1 in the case of the Chargor:

Optivo  
Grosvenor House  
125 High Street  
Croydon  
Surrey CR0 9P

FAO: Chief Financial Officer  
Fax: +44 (0)20 8771 6961

#### 24.2.2 in the case of the Security Trustee:

Prudential Trustee Company Limited  
Laurence Pountney Hill  
London  
EC4R 0HH

FAO: Corporate Trust Manager  
Fax: 020 7548 3883

or, in each case, such other details as one may notify the other in writing.

### **24.3 Delivery**

A communication sent by the Security Trustee under clause 24 will be deemed to have been received:

24.3.1 if delivered by hand, at the time of delivery;

24.3.2 if sent by first class pre-paid post, on the next day after posting; or

24.3.3 if sent by fax, when the Security Trustee's fax machine records a complete transmission.

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A communication by the Chargor will be deemed made only when actually received by the Security Trustee.

### **25 Exempt Charity**

The Real Property is held by (or on trust for) the Chargor, an exempt charity.

### **26 Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it will be governed by and is to be construed in accordance with, the laws of England and Wales.

**This Deed** has been executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this deed.

## Schedule 1

### Details of Real Property

All the land and buildings contained in and (save where expressly stated otherwise) comprising the whole of the title number set out in the table below and including all of the dwellings specified in such table.

UPRN	Address 1	Address 2	Address 3	Address 4	Postcode	Scheme	Title Number(s)	Land Registry Description (If different)	Freehold / Leasehold
50074	11 Station Approach Road	Coulsdon	Surrey		CR5 2BT	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50075	13 Station Approach Road	Coulsdon	Surrey		CR5 2BT	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50089	FLAT 1	2 Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50090	FLAT 2	2 Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50091	FLAT 3	2 Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50092	FLAT 4	2 Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50093	FLAT 5	2 Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50094	FLAT 6	2 Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50095	FLAT 7	2 Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50096	FLAT 8	2 Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50097	FLAT 9	2 Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50098	FLAT 10	2 Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50099	FLAT 11	2 Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold

50100	FLAT 12	2	Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50101	FLAT 13	2	Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50102	FLAT 14	2	Leaden Hill	Coulsdon	Surrey	CR5 2BU	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50105	FLAT 1	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50106	FLAT 2	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50107	FLAT 3	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50108	FLAT 4	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50110	FLAT 5	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50111	FLAT 6	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50112	FLAT 7	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50113	FLAT 8	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50115	FLAT 9	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50116	FLAT 10	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50117	FLAT 11	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50118	FLAT 12	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50119	FLAT 13	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50120	FLAT 14	4	Leaden Hill	Coulsdon	Surrey	CR5 2BW	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold

50123	FLAT 1	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50124	FLAT 2	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50125	FLAT 3	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50126	FLAT 4	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50127	FLAT 5	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50128	FLAT 6	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50129	FLAT 7	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50130	FLAT 8	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50131	FLAT 9	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50132	FLAT 10	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50133	FLAT 11	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50134	FLAT 12	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50135	FLAT 13	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50136	FLAT 14	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50137	FLAT 15	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50138	FLAT 16	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50139	FLAT 17	6 Hill	Leaden	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold

50140	FLAT 18	6 Leaden Hill	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50141	FLAT 19	6 Leaden Hill	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50142	FLAT 20	6 Leaden Hill	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50143	FLAT 21	6 Leaden Hill	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50144	FLAT 22	6 Leaden Hill	Coulsdon	Surrey	CR5 2BY	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50147	FLAT 1	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50148	FLAT 2	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50149	FLAT 3	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50150	FLAT 4	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50151	FLAT 5	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50152	FLAT 6	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50153	FLAT 7	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50154	FLAT 8	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50155	FLAT 9	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50156	FLAT 10	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50157	FLAT 11	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50158	FLAT 12	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold

50159	FLAT 13	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50160	FLAT 14	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50161	FLAT 15	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50162	FLAT 16	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50163	FLAT 17	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50164	FLAT 18	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50165	FLAT 19	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50166	FLAT 20	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50167	FLAT 21	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50168	FLAT 22	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50169	FLAT 23	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50170	FLAT 24	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50171	FLAT 25	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50172	FLAT 26	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50173	FLAT 27	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50174	FLAT 28	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50175	FLAT 29	8 Hill	Leaden	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold

50176	FLAT 30	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
50177	FLAT 31	8 Leaden Hill	Coulsdon	Surrey	CR5 2BZ	Brighton Rd	SGL736076	127 Brighton Road, Coulsdon CR5 2NJ	Freehold
47088	21 Chalfont Road	South Norwood	London		SE25 4AA	Chalfont Road	SGL721787	21 - 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 - 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47089	23 Chalfont Road	South Norwood	London		SE25 4AA	Chalfont Road	SGL721787	21 - 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 - 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47090	25 Chalfont Road	South Norwood	London		SE25 4AA	Chalfont Road	SGL721787	21 - 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 - 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47091	27 Chalfont Road	South Norwood	London		SE25 4AA	Chalfont Road	SGL721787	21 - 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 - 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47617	29 Chalfont Road	South Norwood	London		SE25 4AA	Chalfont Road	SGL721787	21 - 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 - 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold

47618	31 Chalfont Road	South Norwood	London		SE25 4AA	Chalfont Road	SGL721787	21 – 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 – 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47619	33 Chalfont Road	South Norwood	London		SE25 4AA	Chalfont Road	SGL721787	21 – 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 – 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47625	37 Chalfont Road	South Norwood	London		SE25 4AA	Chalfont Road	SGL721787	21 – 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 – 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47626	35 Chalfont Road	South Norwood	London		SE25 4AA	Chalfont Road	SGL721787	21 – 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 – 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47628	39 Chalfont Road	South Norwood	London		SE25 4AA	Chalfont Road	SGL721787	21 – 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 – 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold

47629	41 Chalfont Road	South Norwood	London		SE25 4AA	Chalfont Road	SGL721787	21 – 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 – 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47630	43 Chalfont Road	South Norwood	London		SE25 4AA	Chalfont Road	SGL721787	21 – 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 – 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47672	FLAT 2 William Court 1-6	Chalfont Road	South Norwood	London	SE25 4FG	Chalfont Road	SGL721787	21 – 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 – 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47673	FLAT 1 William Court 1-6	Chalfont Road	South Norwood	London	SE25 4FG	Chalfont Road	SGL721787	21 – 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 – 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47674	FLAT 4 William Court 1-6	Chalfont Road	South Norwood	London	SE25 4FG	Chalfont Road	SGL721787	21 – 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 – 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold

47675	FLAT 3 William Court 1-6	Chalfont Road	South Norwood	London	SE25 4FG	Chalfont Road	SGL721787	21 - 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 - 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47676	FLAT 6 William Court 1-6	Chalfont Road	South Norwood	London	SE25 4FG	Chalfont Road	SGL721787	21 - 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 - 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
47677	FLAT 5 William Court 1-6	Chalfont Road	South Norwood	London	SE25 4FG	Chalfont Road	SGL721787	21 - 43 (odd) Chalfont Road, South Norwood, London, SE25 4AA and Flats 1 - 6 William Court, 38 Chalfont Road, South Norwood, London	Freehold
28693	FLAT 1 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28694	FLAT 2 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28695	FLAT 3 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28696	FLAT 4 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28697	FLAT 5 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28698	FLAT 6 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold

28699	FLAT 7 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28700	FLAT 8 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28701	FLAT 9 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28702	FLAT 10 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28703	FLAT 11 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28704	FLAT 12 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28705	FLAT 13 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28706	FLAT 14 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28707	FLAT 15 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28708	FLAT 16 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28709	FLAT 17 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28710	FLAT 18 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold
28711	FLAT 19 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 - 20 St George's Residences, Railton Road, Brixton	Freehold

28712	FLAT 20 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 – 20 St George's Residences, Railton Road, Brixton	Freehold
28713	FLAT 21 St Georges Residences	Railton Road	Brixton	London	SE24 0LG	Effra Schemes	LN1758	1 – 20 St George's Residences, Railton Road, Brixton	Freehold
28685	91A Effra Parade	Brixton	London		SW2 1PU	Effra Schemes	TGL94208	91 and 93 Effra Parade	Freehold
28686	91B Effra Parade	Brixton	London		SW2 1PU	Effra Schemes	TGL94208	91 and 93 Effra Parade	Freehold
28687	93A Effra Parade	Brixton	London		SW2 1PU	Effra Schemes	TGL94208	91 and 93 Effra Parade	Freehold
28688	93B Effra Parade	Brixton	London		SW2 1PU	Effra Schemes	TGL94208	91 and 93 Effra Parade	Freehold
28689	95A Effra Parade	Brixton	London		SW2 1PU	Effra Schemes	TGL94208	91 and 93 Effra Parade	Freehold
28690	95B Effra Parade	Brixton	London		SW2 1PU	Effra Schemes	TGL94208	91 and 93 Effra Parade	Freehold
28691	97A Effra Parade	Brixton	London		SW2 1PU	Effra Schemes	TGL94208	91 and 93 Effra Parade	Freehold
28692	97B Effra Parade	Brixton	London		SW2 1PU	Effra Schemes	TGL94208	91 and 93 Effra Parade	Freehold
39930	1 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
39931	2 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
39932	3 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
39933	4 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
39934	5 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
39935	6 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
39936	7 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
39937	8 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
39938	9 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
39939	10 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold

40008	38 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40009	39 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40010	40 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40011	41 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40012	42 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40013	43 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40014	44 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40015	45 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40016	46 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40017	47 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40018	48 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40019	49 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40020	50 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40021	51 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40023	11 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40024	12 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40025	13 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold

40026	14 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40027	15 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40028	16 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40029	17 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40030	18 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40031	19 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40033	20 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40034	21 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40035	22 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40036	23 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40037	24 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40038	25 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40039	26 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40040	27 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40041	28 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40042	29 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40043	30 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold

40044	31 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40045	32 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40046	33 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40047	34 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40048	35 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40049	36 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
40050	37 Flint Court	160 Thornton Road	Croydon	Surrey	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
48076	Play Area - Flint Court	Flint Court	Thornton Road	Croydon	CR7 6BB	Flint Court	SY48947	160 Thornton Road, Thornton Heath	Freehold
66662	169 Churchfields Road	Beckenham	Kent		BR3 4QY	London & Surrey Small Titles	K35622		Freehold
66654	167 Churchfields Road	Beckenham	Kent		BR3 4QY	London & Surrey Small Titles	K44468		Freehold
13228	25 Childeric Road	New Cross	London		SE14 6DG	London & Surrey Small Titles	LN100416	25 and 25A Childeric Road, New Cross, (SE14 6DG)	Freehold
28872	107 Melbourne Grove	Dulwich	London		SE22 8RR	London & Surrey Small Titles	LN123316		Freehold
28792	40 Hunsdon Road	New Cross	London		SE14 5RE	London & Surrey Small Titles	LN192194		Freehold
13617	248 Court Farm Road	Mottingham	London		SE9 4LA	London & Surrey Small Titles	SGL123430		Freehold
12865	39 Apsley Road	South Norwood	London		SE25 4XT	London & Surrey Small Titles	SGL127672		Freehold
13059	37 Apsley Road	South Norwood	London		SE25 4XT	London & Surrey Small Titles	SGL127672		Freehold
13081	196 Collingwood Road	Sutton	Surrey		SM1 2NX	London & Surrey Small Titles	SGL129941		Freehold

19292	57 Hackford Road	Kennington	London		SW9 0RE	London & Surrey Small Titles	SGL130901		Freehold
66352	104 Churchfields Road	Beckenham	Kent		BR3 4QZ	London & Surrey Small Titles	SGL152573		Freehold
12782	22 Gowland Place	Beckenham	Kent		BR3 4HS	London & Surrey Small Titles	SGL176231		Freehold
62640	6 Afghan Road	Battersea	London		SW11 2QD	London & Surrey Small Titles	SGL237524		Freehold
65210	40 Kimberley Road	Beckenham	Kent		BR3 4QT	London & Surrey Small Titles	SGL253435	40 & 44 Kimberley Road, Beckenham (BR3 4QU)	Freehold
65348	44 Kimberley Road	Beckenham	Kent		BR3 4QT	London & Surrey Small Titles	SGL253435	40 & 44 Kimberley Road, Beckenham (BR3 4QU)	Freehold
13588	48 Batchwood Green	Orpington	Kent		BR5 2NF	London & Surrey Small Titles	SGL301180		Freehold
13568	71 Chorleywood Crescent	Orpington	Kent		BR5 2SQ	London & Surrey Small Titles	SGL313940		Freehold
21849	8 Edmund Road	Mitcham	Surrey		CR4 3AR	London & Surrey Small Titles	SGL335684		Freehold
13714	203 High Street	St Mary's Cray	Kent		BR5 4AX	London & Surrey Small Titles	SGL342848		Freehold
64346	FLAT 22	Brightwell Crescent	Tooting	London	SW17 9AE	London & Surrey Small Titles	SGL354903	The Ground Floor Flat At, 22 Brightwell Crescent, London (SW17 9AE)	Leasehold
65337	44 Lucas Road	Penge	London		SE20 7EE	London & Surrey Small Titles	SGL377851		Freehold
65452	48 Lucas Road	Penge	London		SE20 7EE	London & Surrey Small Titles	SGL377851		Freehold
28869	222 Commercial Way	Peckham	London		SE15 1PT	London & Surrey Small Titles	SGL438924		Freehold
19384	113 Leeson's Hill	Orpington	Kent		BR5 2NG	London & Surrey Small Titles	SGL469300		Freehold
13782	53 Gillett Road	Thornton Heath	Surrey		CR7 8RL	London & Surrey Small Titles	SGL600416		Freehold

13616	57 Beckford Road	Croydon	Surrey		CR0 6HY	London & Surrey Small Titles	SGL601983		Freehold
63794	15 Croydon Road	Penge	London		SE20 7TJ	London & Surrey Small Titles	SGL76363		Freehold
13446	41 Nicholson Road	Croydon	Surrey		CR0 6QT	London & Surrey Small Titles	SY121923		Freehold
63213	10 Flock Mill Place	Wandsworth	London		SW18 4QJ	London & Surrey Small Titles	TGL173276		Freehold
63331	11 Flock Mill Place	Wandsworth	London		SW18 4QJ	London & Surrey Small Titles	TGL173276		Freehold
37824	17 Grasmere Road	Streatham	London		SW16 2DA	London & Surrey Small Titles	TGL82657		Freehold
37825	19 Grasmere Road	Streatham	London		SW16 2DA	London & Surrey Small Titles	TGL82657		Freehold
41517	63 Camplin Street	New Cross	London		SE14 5QY	London & Surrey Small Titles	TGL94980	63 Camplin Street, SE14 5QX	Freehold
11440	FLAT 1 Oakham Court	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11441	FLAT 2 Oakham Court	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11442	FLAT 3 Oakham Court	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11443	FLAT 4 Oakham Court	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11444	FLAT 5 Oakham Court	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11445	FLAT 6 Oakham Court	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11446	FLAT 7 Oakham Court	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11447	FLAT 8 Oakham Court	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11448	FLAT 9 Oakham Court	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold

11449	FLAT Oakham Court	10	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11450	FLAT Oakham Court	11	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11451	FLAT Oakham Court	12	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11452	FLAT Oakham Court	13	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11453	FLAT Oakham Court	14	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11454	FLAT Oakham Court	15	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11455	FLAT Oakham Court	16	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11456	FLAT Oakham Court	17	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11457	FLAT Oakham Court	18	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11458	FLAT Oakham Court	19	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11459	FLAT Oakham Court	20	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11460	FLAT Oakham Court	21	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
11461	FLAT Oakham Court	22	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
43176	FLAT Oakham Court	1A	Laurel Grove	Penge	London	SE20 8QJ	Oakham Court	SGL395721	11, 13, 15 and 17 Laurel Grove, London (SE20 8QJ)	Freehold
19561	1 Saints Mews		Mitcham	Surrey		CR4 3SR	Saints Mews	SGL622142	Land on the east side of Church Path, Mitcham	Freehold
19574	2 Saints Mews		Mitcham	Surrey		CR4 3SR	Saints Mews	SGL622142	Land on the east side of Church Path, Mitcham	Freehold
19575	3 Saints Mews		Mitcham	Surrey		CR4 3SR	Saints Mews	SGL622142	Land on the east side of Church Path, Mitcham	Freehold

19576	4	Saints Mews	Mitcham	Surrey		CR4 3SR	Saints Mews	SGL622142	Land on the east side of Church Path, Mitcham	Freehold
19577	6	Saints Mews	Mitcham	Surrey		CR4 3SR	Saints Mews	SGL622142	Land on the east side of Church Path, Mitcham	Freehold
19578	7	Saints Mews	Mitcham	Surrey		CR4 3SR	Saints Mews	SGL622142	Land on the east side of Church Path, Mitcham	Freehold
19579	8	Saints Mews	Mitcham	Surrey		CR4 3SR	Saints Mews	SGL622142	Land on the east side of Church Path, Mitcham	Freehold
19580	9	Saints Mews	Mitcham	Surrey		CR4 3SR	Saints Mews	SGL622142	Land on the east side of Church Path, Mitcham	Freehold
19883	FLAT 5		5-6 Saints Mews	Mitcham	Surrey	CR4 3SR	Saints Mews	SGL622142	Land on the east side of Church Path, Mitcham	Freehold
49115	FLAT Darwin House	1	Auckland Close	Bexhill on Sea	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49133	FLAT Darwin House	2	Auckland Close	Bexhill on Sea	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49134	FLAT Darwin House	3	Auckland Close	Bexhill on Sea	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49135	FLAT Darwin House	4	Auckland Close	Bexhill on Sea	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold

49136	FLAT Darwin House	5	Auckland Close	Bexhill on Sea	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49137	FLAT Darwin House	6	Auckland Close	Bexhill on Sea	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49138	1 Auckland Close		Bexhill on Sea	East Sussex		TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49139	2 Auckland Close		Bexhill on Sea	East Sussex		TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49140	3 Auckland Close		Bexhill on Sea	East Sussex		TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49141	4 Auckland Close		Bexhill on Sea	East Sussex		TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold

49142	5 Auckland Close	Bexhill on Sea	East Sussex		TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49143	6 Auckland Close	Bexhill on Sea	East Sussex		TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49144	7 Auckland Close	Bexhill on Sea	East Sussex		TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49146	FLAT 1 Wellington House	Auckland Close	Bexhill on Sea	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49147	FLAT 2 Wellington House	Auckland Close	Bexhill on Sea	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49148	FLAT 3 Wellington House	Auckland Close	Bexhill on Sea	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold

49149	FLAT Wellington House	4	Auckland Close	Bexhill Sea	on	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49150	FLAT Wellington House	5	Auckland Close	Bexhill Sea	on	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49151	FLAT Wellington House	6	Auckland Close	Bexhill Sea	on	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49152	FLAT Wellington House	7	Auckland Close	Bexhill Sea	on	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49153	FLAT Wellington House	8	Auckland Close	Bexhill Sea	on	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49154	FLAT Wellington House	9	Auckland Close	Bexhill Sea	on	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold

49155	FLAT 10 Wellington House	Auckland Close	Bexhill on Sea	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49156	FLAT 11 Wellington House	Auckland Close	Bexhill on Sea	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
49157	FLAT 12 Wellington House	Auckland Close	Bexhill on Sea	East Sussex	TN40 2FH	Auckland House	ESX226983	1-7 Auckland Close, Wellington House, 8 Auckland Close, Darwin House and 9 Auckland Close, Bexhill-On-Sea	Freehold
17152	106 Ashford Road	Eastbourne	East Sussex		BN21 3TP	Counties Small Titles	EB13570		Freehold
17165	155 Ashford Road	Eastbourne	East Sussex		BN21 3UA	Counties Small Titles	EB16514		Freehold
26401	Burnside	Alexandra Park	Hastings	East Sussex	TN34 2EL	Counties Small Titles	ESX212289		Leasehold
26404	Queens Lodge	Bethune Way	Hastings	East Sussex	TN34 2LL	Counties Small Titles	ESX212291		Leasehold
13736	34 Abergavenny Road	Lewes	East Sussex		BN7 1SN	Counties Small Titles	ESX224721		Freehold
18361	13 Bevendean Crescent	Brighton	East Sussex		BN2 4RB	Counties Small Titles	ESX236160		Freehold
19010	6 Thompson Road	Hollingdean	East Sussex		BN1 7BH	Counties Small Titles	ESX239470		Freehold
18563	FLAT 65	Edward Street	Brighton	East Sussex	BN2 0JR	Counties Small Titles	ESX242992	Doctors Surgery, Trent Place, Mount Pleasant, Brighton (BN2 2JX)	Leasehold
18395	19 Broadfields	Brighton	East Sussex		BN2 4QF	Counties Small Titles	ESX41601		Freehold
18770	115 Auckland Drive	Brighton	East Sussex		BN2 4JG	Counties Small Titles	ESX71012		Freehold
26351	20 Brookland Close	Hastings	East Sussex		TN34 2DF	Counties Small Titles	HT25204		Freehold

18876	112 Wolseley Road	Coldean	East Sussex		BN1 9ET	Counties Small Titles	SX41159		Freehold
52921	25 Buckingham Road	Worthing	West Sussex		BN11 1TH	Counties Small Titles	WSX198752		Freehold
53109	45 Becket Road	Worthing	West Sussex		BN14 7EY	Counties Small Titles	WSX214088		Freehold
22046	Marsden	Ancton Lane	Bognor Regis	West Sussex	PO22 6NN	Counties Small Titles	WSX53697		Freehold
52370	4 Abingdon Walk	Worthing	West Sussex		BN13 2QL	Counties Small Titles	WSX67693		Freehold
53231	110 Becket Road	Worthing	West Sussex		BN14 7ET	Counties Small Titles	WSX81315		Freehold
<del>23537</del>	<del>1 Garden Cottages</del>	<del>Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>East Sussex</del>	<del>TN39 5ER</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX287073</del>		<del>Freehold</del>
<del>23538</del>	<del>2 Garden Cottages</del>	<del>Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>East Sussex</del>	<del>TN39 5ER</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX287073</del>		<del>Freehold</del>
<del>23539</del>	<del>3 Garden Cottages</del>	<del>Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>East Sussex</del>	<del>TN39 5ER</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX287073</del>		<del>Freehold</del>
<del>8218</del>	<del>20 Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>East Sussex</del>		<del>TN39 5EP</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX6289</del>	<del>Land at Elderwood Close, Bexhill on Sea</del>	<del>Freehold</del>
<del>8219</del>	<del>19 Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>East Sussex</del>		<del>TN39 5EP</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX6289</del>	<del>Land at Elderwood Close, Bexhill on Sea</del>	<del>Freehold</del>
<del>8220</del>	<del>18 Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>East Sussex</del>		<del>TN39 5EP</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX6289</del>	<del>Land at Elderwood Close, Bexhill on Sea</del>	<del>Freehold</del>
<del>8221</del>	<del>17 Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>East Sussex</del>		<del>TN39 5EP</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX6289</del>	<del>Land at Elderwood Close, Bexhill on Sea</del>	<del>Freehold</del>
<del>8222</del>	<del>16 Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>East Sussex</del>		<del>TN39 5EP</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX6289</del>	<del>Land at Elderwood Close, Bexhill on Sea</del>	<del>Freehold</del>
<del>8223</del>	<del>15 Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>East Sussex</del>		<del>TN39 5EP</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX6289</del>	<del>Land at Elderwood Close, Bexhill on Sea</del>	<del>Freehold</del>
<del>8224</del>	<del>14 Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>East Sussex</del>		<del>TN39 5EP</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX6289</del>	<del>Land at Elderwood Close, Bexhill on Sea</del>	<del>Freehold</del>
<del>8225</del>	<del>12 Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>East Sussex</del>		<del>TN39 5EP</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX6289</del>	<del>Land at Elderwood Close, Bexhill on Sea</del>	<del>Freehold</del>
<del>8226</del>	<del>11 Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>East Sussex</del>		<del>TN39 5EP</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX6289</del>	<del>Land at Elderwood Close, Bexhill on Sea</del>	<del>Freehold</del>

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<del>8227</del>	<del>10 Elderwood Close</del>	<del>Bexhill on Sea</del>	<del>on</del>	<del>East Sussex</del>		<del>TN39 5EP</del>	<del>Elderwood Close &amp; Garden Cottages</del>	<del>ESX6289</del>	<del>Land at Elderwood Close, Bexhill on Sea</del>	<del>Freehold</del>
8228	9 Elderwood Close	Bexhill on Sea	on	East Sussex		TN39 5EP	Elderwood Close & Garden Cottages	ESX6289	Land at Elderwood Close, Bexhill on Sea	Freehold
8229	8 Elderwood Close	Bexhill on Sea	on	East Sussex		TN39 5EP	Elderwood Close & Garden Cottages	ESX6289	Land at Elderwood Close, Bexhill on Sea	Freehold
8230	7 Elderwood Close	Bexhill on Sea	on	East Sussex		TN39 5EP	Elderwood Close & Garden Cottages	ESX6289	Land at Elderwood Close, Bexhill on Sea	Freehold
8231	6 Elderwood Close	Bexhill on Sea	on	East Sussex		TN39 5EP	Elderwood Close & Garden Cottages	ESX6289	Land at Elderwood Close, Bexhill on Sea	Freehold
8232	5 Elderwood Close	Bexhill on Sea	on	East Sussex		TN39 5EP	Elderwood Close & Garden Cottages	ESX6289	Land at Elderwood Close, Bexhill on Sea	Freehold
8233	4 Elderwood Close	Bexhill on Sea	on	East Sussex		TN39 5EP	Elderwood Close & Garden Cottages	ESX6289	Land at Elderwood Close, Bexhill on Sea	Freehold
8234	3 Elderwood Close	Bexhill on Sea	on	East Sussex		TN39 5EP	Elderwood Close & Garden Cottages	ESX6289	Land at Elderwood Close, Bexhill on Sea	Freehold
8235	2 Elderwood Close	Bexhill on Sea	on	East Sussex		TN39 5EP	Elderwood Close & Garden Cottages	ESX6289	Land at Elderwood Close, Bexhill on Sea	Freehold
8236	1 Elderwood Close	Bexhill on Sea	on	East Sussex		TN39 5EP	Elderwood Close & Garden Cottages	ESX6289	Land at Elderwood Close, Bexhill on Sea	Freehold
8633	21 Elderwood Close	Bexhill on Sea	on	East Sussex		TN39 5EP	Elderwood Close & Garden Cottages	ESX6289	Land at Elderwood Close, Bexhill on Sea	Freehold
20415	1 Emmott House	72 Ladysmith Road		Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20416	4 Emmott House	72 Ladysmith Road		Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20417	2 Emmott House	72 Ladysmith Road		Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20418	3 Emmott House	72 Ladysmith Road		Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold

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20419	1 Huntingdon House	66 Ladysmith Road	Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20420	4 Huntingdon House	66 Ladysmith Road	Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20421	2 Huntingdon House	66 Ladysmith Road	Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20422	3 Huntingdon House	66 Ladysmith Road	Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20423	1 St Helier House	70 Ladysmith Road	Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20424	4 St Helier House	70 Ladysmith Road	Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20425	2 St Helier House	70 Ladysmith Road	Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20426	3 St Helier House	70 Ladysmith Road	Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20427	3 Bronte House	68 Ladysmith Road	Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20428	2 Bronte House	68 Ladysmith Road	Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20446	1 Bronte House	68 Ladysmith Road	Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
20447	4 Bronte House	68 Ladysmith Road	Brighton	East Sussex	BN2 4EG	Ladysmith Road	ESX284284	66-72 Ladysmith Road, Brighton (BN2 4EG)	Freehold
49930	FLAT 1 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
50025	FLAT 2 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold

50026	FLAT 3 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
50027	FLAT 4 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
50028	FLAT 5 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
50029	FLAT 6 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
50030	FLAT 7 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
50031	FLAT 8 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
50032	FLAT 9 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
50033	FLAT 10 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
50034	FLAT 11 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
50035	FLAT 12 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
50036	FLAT 13 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
50037	FLAT 14 Plough Court	Fairview Road	Sittingbourne	Kent	ME10 4TF	Plough Court	K283213	The Plough Public House, East Street, Sittingbourne	Freehold
7905	25 Bodle Crescent	Bexhill on Sea	East Sussex		TN39 4BG	Sidley Wood	ESX125407 & ESX86569		Freehold
7951	29 Bodle Crescent	Bexhill on Sea	East Sussex		TN39 4BG	Sidley Wood	ESX137893 & ESX86569		Freehold
7869	13 Birch View	Bexhill on Sea	East Sussex		TN39 4BB	Sidley Wood	ESX141267 & ESX227361		Freehold
7853	20 Birch View	Bexhill on Sea	East Sussex		TN39 4BB	Sidley Wood	ESX170765 & ESX86569		Freehold
7854	19 Birch View	Bexhill on Sea	East Sussex		TN39 4BB	Sidley Wood	ESX170765 & ESX86569		Freehold
7838	21 Birch View	Bexhill on Sea	East Sussex		TN39 4BB	Sidley Wood	ESX227360 & ESX86569		Freehold
4981	GARAGE 14 Calgary Road Garages 10 - 14	Calgary Road Garages 5 - 14	Calgary Road	Bexhill on Sea	TN39 4BJ	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold

4982	GARAGE 13 Calgary Road Garages 10 - 14	Calgary Road Garages 5 - 14	Calgary Road	Bexhill on Sea	TN39 4BJ	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
4983	GARAGE 12 Calgary Road Garages 10 - 14	Calgary Road Garages 5 - 14	Calgary Road	Bexhill on Sea	TN39 4BJ	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
4984	GARAGE 11 Calgary Road Garages 10 - 14	Calgary Road Garages 5 - 14	Calgary Road	Bexhill on Sea	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
4985	GARAGE 10 Calgary Road Garages 10 - 14	Calgary Road Garages 5 - 14	Calgary Road	Bexhill on Sea	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
4986	GARAGE 9 Calgary Road Garages 5 - 9	Calgary Road Garages 5 - 14	Calgary Road	Bexhill on Sea	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
4987	GARAGE 8 Calgary Road Garages 5 - 9	Calgary Road Garages 5 - 14	Calgary Road	Bexhill on Sea	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
4988	GARAGE 7 Calgary Road Garages 5 - 9	Calgary Road Garages 5 - 14	Calgary Road	Bexhill on Sea	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
4989	GARAGE 6 Calgary Road Garages 5 - 9	Calgary Road Garages 5 - 14	Calgary Road	Bexhill on Sea	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
4990	GARAGE 5 Calgary Road Garages 5 - 9	Calgary Road Garages 5 - 14	Calgary Road	Bexhill on Sea	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
4994	GARAGE 1 Calgary Road Garages 1 - 4	Calgary Road Garages 1 - 4	Calgary Road	Bexhill on Sea	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5940	6 St Lawrence Road	Bexhill on Sea	East Sussex		TN39 4BP	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5941	1 St Lawrence Road	Bexhill on Sea	East Sussex		TN39 4BP	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5942	20 Canada Way	Bexhill on Sea	East Sussex		TN39 4BL	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5943	10 Canada Way	Bexhill on Sea	East Sussex		TN39 4BL	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5944	8 Canada Way	Bexhill on Sea	East Sussex		TN39 4BL	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5945	4 Canada Way	Bexhill on Sea	East Sussex		TN39 4BL	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5946	49 Edmonton Road	Bexhill on Sea	East Sussex		TN39 4BJ	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5947	47 Edmonton Road	Bexhill on Sea	East Sussex		TN39 4BJ	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5948	39 Edmonton Road	Bexhill on Sea	East Sussex		TN39 4BJ	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5949	37 Edmonton Road	Bexhill on Sea	East Sussex		TN39 4BJ	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5950	35 Edmonton Road	Bexhill on Sea	East Sussex		TN39 4BJ	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5951	33 Edmonton Road	Bexhill on Sea	East Sussex		TN39 4BJ	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5952	31 Edmonton Road	Bexhill on Sea	East Sussex		TN39 4BJ	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold



5981	FLAT 44	22-44 Calgary Road	Bexhill on Sea	East Sussex	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5982	FLAT 42	22-44 Calgary Road	Bexhill on Sea	East Sussex	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5983	FLAT 40	22-44 Calgary Road	Bexhill on Sea	East Sussex	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5984	FLAT 38	22-44 Calgary Road	Bexhill on Sea	East Sussex	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5985	FLAT 36	22-44 Calgary Road	Bexhill on Sea	East Sussex	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5986	FLAT 34	22-44 Calgary Road	Bexhill on Sea	East Sussex	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5987	FLAT 32	22-44 Calgary Road	Bexhill on Sea	East Sussex	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5988	FLAT 30	22-44 Calgary Road	Bexhill on Sea	East Sussex	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5989	FLAT 28	22-44 Calgary Road	Bexhill on Sea	East Sussex	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5990	FLAT 26	22-44 Calgary Road	Bexhill on Sea	East Sussex	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5991	FLAT 24	22-44 Calgary Road	Bexhill on Sea	East Sussex	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5992	FLAT 22	22-44 Calgary Road	Bexhill on Sea	East Sussex	TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5993	20 Calgary Road	Bexhill on Sea	East Sussex		TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5994	19 Calgary Road	Bexhill on Sea	East Sussex		TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5995	17 Calgary Road	Bexhill on Sea	East Sussex		TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5996	16 Calgary Road	Bexhill on Sea	East Sussex		TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5997	15 Calgary Road	Bexhill on Sea	East Sussex		TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5998	14 Calgary Road	Bexhill on Sea	East Sussex		TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
5999	13 Calgary Road	Bexhill on Sea	East Sussex		TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
6000	12 Calgary Road	Bexhill on Sea	East Sussex		TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
6001	9 Calgary Road	Bexhill on Sea	East Sussex		TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
6002	7 Calgary Road	Bexhill on Sea	East Sussex		TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
6003	4 Calgary Road	Bexhill on Sea	East Sussex		TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
6004	3 Calgary Road	Bexhill on Sea	East Sussex		TN39 4BH	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
6006	107 Grange Court Drive	Bexhill on Sea	East Sussex		TN39 4AZ	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
6007	70 Grange Court Drive	Bexhill on Sea	East Sussex		TN39 4AZ	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
6009	FLAT 7	1-8 Brook House	Buxton Drive	Bexhill on Sea	TN39 4AT	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold



7847	5 Birch View	Bexhill on Sea	on	East Sussex		TN39 4BB	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
7848	4 Birch View	Bexhill on Sea	on	East Sussex		TN39 4BB	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
7849	7 Buxton Drive	Bexhill on Sea	on	East Sussex		TN39 4BD	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
7852	5 Buxton Drive	Bexhill on Sea	on	East Sussex		TN39 4BD	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
7863	18 Birch View	Bexhill on Sea	on	East Sussex		TN39 4BB	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
7864	17 Birch View	Bexhill on Sea	on	East Sussex		TN39 4BB	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
7865	16 Birch View	Bexhill on Sea	on	East Sussex		TN39 4BB	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
7866	15 Birch View	Bexhill on Sea	on	East Sussex		TN39 4BB	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
7948	14 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
7967	31 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
8005	9 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
8007	28 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
8008	27 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
8009	13 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
8010	12 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
8012	24 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
8014	8 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
8019	5 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
8020	33 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
8022	2 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
43756	1 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569	Land at Sidley, Bexhill on Sea	Freehold
7906	35 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569 & ESX117718		Freehold
7907	37 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569 & ESX117718 & ESX205307		Freehold
7908	36 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569 & ESX117718 & ESX205307		Freehold
7904	26 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569 & ESX125407		Freehold
7954	30 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569 & ESX137893		Freehold
7942	7 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569 & ESX207033		Freehold
7943	6 Bodle Crescent	Bexhill on Sea	on	East Sussex		TN39 4BG	Sidley Wood	ESX86569 & ESX207033		Freehold
7872	14 Birch View	Bexhill on Sea	on	East Sussex		TN39 4BB	Sidley Wood	ESX86569 & ESX227361		Freehold

7867	12 Birch View	Bexhill on Sea	East Sussex		TN39 4BB	Sidley Wood	ESX86569 & ESX228255 & ESX119179 & ESX141267		Freehold
7868	11 Birch View	Bexhill on Sea	East Sussex		TN39 4BB	Sidley Wood	ESX86569 & ESX228255 & ESX119179 & ESX141267		Freehold
7870	10A Birch View	Bexhill on Sea	East Sussex		TN39 4BB	Sidley Wood	ESX86569 & ESX228255 & ESX119179 & ESX141267		Freehold
7871	10 Birch View	Bexhill on Sea	East Sussex		TN39 4BB	Sidley Wood	ESX86569 & ESX228255 & ESX119179 & ESX141267		Freehold
7934	11 Bodle Crescent	Bexhill on Sea	East Sussex		TN39 4BG	Sidley Wood	ESX96633 & ESX86569		Freehold
7935	10 Bodle Crescent	Bexhill on Sea	East Sussex		TN39 4BG	Sidley Wood	ESX96633 & ESX86569		Freehold
5716	FLAT 23 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5717	FLAT 22 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5718	FLAT 21 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5719	FLAT 20 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5720	FLAT 19 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5721	FLAT 18 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5722	FLAT 17 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5723	FLAT 16 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5724	FLAT 15 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5725	FLAT 14 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5726	FLAT 13 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5728	FLAT 11 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5729	FLAT 10 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5730	FLAT 9 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5731	FLAT 8 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5732	FLAT 7 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5733	FLAT 6 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5734	FLAT 5 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5735	FLAT 4 Thornwood	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold

5736	FLAT Thornwood	3	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5737	FLAT Thornwood	2	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold
5738	FLAT Thornwood	1	Turkey Road	Bexhill on Sea	East Sussex	TN39 5HZ	Turkey Road	SX33433 & ESX67267		Freehold & Leasehold

**Schedule 2**

**Notice of Assignment**

To:

Dated:

**Notice of assignment**

We hereby give notice that by a legal mortgage dated [●] made between Optivo (**Chargor**) (1) and Prudential Trustee Company Limited as security trustee (**Security Trustee**) (2) (**Charge**), the Chargor assigned to the Security Trustee as Security Trustee for and on behalf itself and the Beneficiaries (as defined in the Charge) from time to time all its rights, title and interest in *[describe assigned assets]* (**Assigned Assets**) as security for the payment of all Secured Obligations (as defined in the Charge).

By signing and returning to the Security Trustee the additional copy of this notice, please acknowledge notice of the Charge and confirm and agree that:

- 1 you have not received notice of any previous assignment, charge, lien or other security interest of or affecting the Assigned Assets;
- 2 all monies due or to become due from you to the Chargor under the Assigned Assets shall be paid to the Chargor's account with *[Bank]* (*[account number]*; *[sort code]*) or to such other account as the Security Trustee may notify you in writing and without set-off or counterclaim save as provided in the Assigned Assets; and
- 3 you will not without prior written consent of the Security Trustee determine or amend the Assigned Assets.

Until the Security Trustee shall serve written notice to the contrary, the Chargor shall be entitled, subject to the provisions of this notice, to exercise its rights under the Assigned Assets.

Yours faithfully

.....  
Authorised Signatory  
for and on behalf of  
**Optivo**  
as Chargor

To: **Prudential Trustee Company Limited**  
(in its capacity as Security Trustee for the Beneficiaries);

and

To: [•]

**Acknowledgement**

We hereby confirm and agree to the terms set out above.

.....  
Duly authorised signatory  
for and on behalf of  
**Optivo**

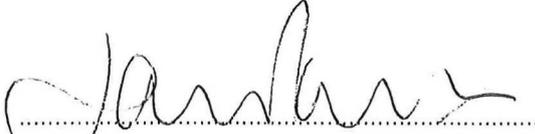
Dated:

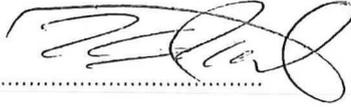
Signatories

Chargor

The common seal of **Optivo** was affixed to )  
this deed in the presence of )  
)

2949

  
.....  
Authorised Signatory

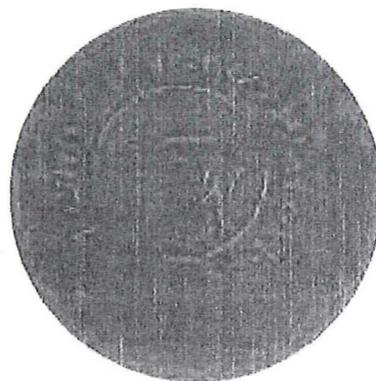
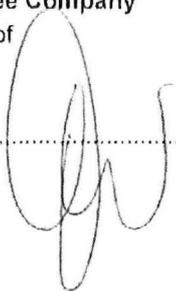
  
.....

Authorised Signatory

**Security Trustee**

Executed as a deed by affixing the common )  
seal of Prudential Trustee Company )  
Limited in the presence of )

.....  
Sealing Officer



U. Avan-Nominyo

# Recording a charge

## Section 1 – About this form

Use this form to record a charge under the Co-operative and Community Benefit Societies Act 2014 (including credit unions); or Co-operative and Community Benefit Societies Act (Northern Ireland) 1969 (excluding credit unions).

Part 5 of the Co-operative and Community Benefit Societies Act 2014 enables charges over the assets of a society to be recorded with us. For English and Welsh societies, fixed or floating charges can be recorded. For Scottish societies, only floating charges can be registered. Section 29 of the Co-operative and Community Benefit Societies Act (Northern Ireland) 1969 enables charges (fixed or floating) over the assets of a society to be recorded with us.

Use this form to record a charge. If you complete the form correctly and send it to us in time with a copy of the charge, we will record the charge as appropriate and send you a formal notification.

Send this application form and the instrument to us within 21 days (including the date of signing) of the date the charge document was signed.

We have the discretion to extend the 21 day deadline where it has been missed by reason of inadvertence or other sufficient cause. Further information is provided in this form.

For information about our approach to charges under the Co-operative and Community Benefit Societies Act 2014 please see our guidance at <http://www.fca.org.uk/static/documents/fg15-12.pdf>

Please note that this form, including any details provided on the form, will be made available to the public through the Mutuels Public Register: <https://mutuals.fca.org.uk>.

## Section 2 – About this application

### 2.1 What is the name and register number of your society?

<b>Society name</b>	Optivo
<b>Register number</b>	7561

## 2.2 Who can we contact about this application?

<b>Name</b>	Hannah McAulay
<b>Role</b>	Paralegal
<b>Email address</b>	Hannah.mcaulay@clarkewillmott.com
<b>Phone number</b>	0345 209 1705

## Section 3 – About the charge

### 3.1 Which of the following are you asking us to do?

Record a charge (not available for societies in Scotland)

Register a floating charge (Scottish societies only)

### 3.2 Who are the parties to the charge?

<b>Name</b>	Optivo
<b>Name</b>	Prudential Trustee Company Limited
<b>Name</b>	
<b>Name</b>	

### 3.3 What date was the charge executed?

0	3	0	9	2	0	1	9
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### 3.4 Please confirm you have attached a certified copy of the charge:

Certified copy of the charge attached

### 3.5 Has the application been submitted within the 21 day limit?

Yes

No  Please provide reasons below

To decide if we can extend the registration period we need to know the reasons for the late application. Your answer should explain why the application was submitted late. Please ensure you provide sufficient information for us to

determine whether the application is late by reason of inadvertence or some other sufficient cause.

--

### Section 4 – Declaration

Please ensure this form is signed by one of the following:

- The secretary of the society or credit union; or
- A solicitor acting on behalf of the society or credit union; or
- A person interested in the charge on behalf of the society or credit union.

<b>Name</b>	James Young
My signature below confirms that the information in this form is accurate to the best of my knowledge	
<b>Signature</b>	
<b>Position</b>	Associate
<b>Date</b>	6/9/19

### Section 5 – Submitting this form

Please submit a signed, scanned version of your application by email to: [mutual.societies@fca.org.uk](mailto:mutual.societies@fca.org.uk)

Or please submit by post to:

Mutual Societies  
Financial Conduct Authority  
12 Endeavour Square  
London  
E20 1JN

This form is available on the **Mutuals Society Portal:**

<https://societyportal.fca.org.uk>