

MR01

Particulars of a charge

Laserform

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

138821 / 13

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is n
instrument Use form MR08

TUESDAY



A4KVJ38Z

A17

24/11/2015

#159

COMPANIES HOUSE

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

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

1 Company details

Company number 01011674
Company name in full SUFFOLK LIFE ANNUITIES LIMITED

1456

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 20 11 2015

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

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

Name KERSTIN CECILIA GLIKSTEN

Name

Name

Name

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

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

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4

Brief description

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

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

Please limit the description to the available space

Brief description

The freehold property forming approximately 22 65 acres of land at Paddy's Field, Denham, Bury St Edmunds, Suffolk within land registry title number SK323162 as comprised in a transfer dated 20 November 2015 and made between (1) Kerstin Cecilia Gliksten and (2) Suffolk Life Annuities Limited

5

Other charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *M. Gliksten CGP* X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Matthew Hesketh

Company name Mills & Reeve LLP

Address Botanic House

100 Hills Road

Post town Cambridge

County/Region Cambridgeshire

Postcode C B 2 1 P H

Country United Kingdom

DX DX 122891 Cambridge 4

Telephone 01223 222362



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1011674

Charge code: 0101 1674 1456

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2015 and created by SUFFOLK LIFE ANNUITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th November 2015.

Given at Companies House, Cardiff on 27th November 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 2015

20 November 2015

KERSTIN CECILIA GLIKSTEN

(1)

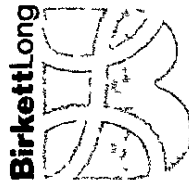
- and -

SUFFOLK LIFE ANNUITIES LIMITED

(2)

Legal Charge
relating to

Part of Paddy's Field, Denham, Suffolk



Essex House
42 Crouch Street
Colchester
Essex
CO3 3HH

We/I certify that this is a true and complete copy
of the original document

Mills & Reeve LLP

For Mills & Reeve LLP Solicitors

Ref *403333-007*

Date *23/11/2015*

Botanic House
100 Hills Road
Cambridge
CB2 1PH

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DATED: 20 November 2015

BETWEEN:

- (1) **KERSTIN CECILIA GLIKSTEN** of c/o The Estates Office, Denham Estate, Denham, Bury St Edmunds, Suffolk, IP29 5EQ (the "**Seller**")
- (2) **SUFFOLK LIFE ANNUITIES LIMITED** a company registered in England and Wales with company number 01011674 whose registered office is of 153 Princes Street, Ipswich, Suffolk IP1 1QJ (the "**Buyer**")

BACKGROUND:

- (A) By a transfer of even date (the "**Transfer**") the Seller has transferred the Property to the Buyer.
- (B) By an overage agreement of even date (the "**Overage Deed**") the Buyer has agreed to pay an Overage Payment to the Seller on each occasion during the Overage Period as required by the terms of the Overage Deed.
- (C) The Buyer has agreed to charge the Property to secure the payment of the Overage Payments and does so on the terms of this deed

OPERATIVE PROVISIONS:

1. Definitions

1 1 In this Legal Charge the following expressions have the following meanings.

1 2 '**1925 Act**' means the Law of Property Act 1925

1 3 '**Competent Authority**' means any local authority highway authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company or body

1 4 '**Costs**' means all costs, charges, expenses and liability properly and reasonably incurred by the Seller (including without limitation all legal and other professional costs, charges and expenses) in and incidental to and in contemplation of.

1.4.1 the protection, preservation, realisation and enforcement of this security;

1.4.2 the obligations owed to the Seller under this Deed,

1.4.3 the collection or recovery of any money owing under this Deed,

1.4 4 the taking of legal proceedings in respect of any of the above

1 5 '**Disposal**' means

1 5.1 the transfer of a freehold interest in the Property or any part thereof or the grant of a lease of the Property or any part thereof for a term equal to or exceeding 7 years; or

1 5 2 any Disposition

- 1.6 **'Disposition'** has the meaning given to the term by Section 205(ii) of the Law of Property Act 1925 (save that for the avoidance of doubt the term 'conveyance' given by Section 205(1) of the Law of Property Act 1925 shall include a transfer).
- 1.7 **'Event of Default'** means the Buyer will be in default if it has not remedied in all material respects
- 1.7.1 a breach of its obligation to pay Overage to the Seller pursuant to the Overage Agreement on the due date; or
 - 1.7.2 a substantial breach of its obligations in this Legal Charge after the expiry of written notice from the Seller specifying the breach and the steps required to remedy it and allowing a reasonable time in which to remedy such breach
- 1.8 **'Event of Insolvency'** means.
- 1.8.1 the Buyer being a company
 - (a) goes into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation of a solvent company forthwith carried into effect),
 - (b) is deemed unable to pay its debts as defined in Section 123 of the Insolvency Act 1986,
 - (c) has a receiver, manager or administrative receiver or provisional liquidator or administrator appointed,
 - (d) makes or suffers to be made a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or for a compromise or arrangement under Part 26 of the Companies Act 2006 in relation to it;
 - (e) presents or suffers to be presented an application for an administration order in relation to it, or
 - (f) is removed from the Register of Companies; or
 - 1.8.2 the Buyer being an individual or being more than one individual any one of them
 - (a) presents or has presented to the court a bankruptcy petition or is in circumstances such that a bankruptcy petition could be presented under Part IX of the Insolvency Act 1986, or
 - (b) makes or suffers to be made a proposal for a voluntary arrangement or an application for an interim order under the Insolvency Act 1986
- 1.9 **'Funder'** means the provider of any funding for the purchase of the Property and/ or the Development or which is served upon the Property or any part of it
- 1.10 **'Interest'** means interest which is due to be paid pursuant to the Overage Deed
- 1.11 **'Overage'** means the entitlement of the Seller to any overage arising under the Overage Deed

- 1.12 **'Overage Deed'** means the agreement dated [20 November] 2015 between the Seller and the Buyer and any related supplemental deeds
- 1.13 **'Subsequent Charge'** means any legal charge or mortgage made between (1) the Buyer and (2) the Funder and all money and interest thereby secured
- 1.14 **'Property'** means all that property comprised in the Transfer known as part of Paddy's Field, Denham, Bury St Edmunds, Suffolk and forming part of the land registered at HM Land Registry under Title Number SK323162
- 1.15 **'Receiver'** means the receiver appointed in accordance with clause 6 which expression where the context so admits includes the plural and any substituted receiver and manager or receivers and managers
- 1.16 **'Satisfactory Consent'** means a consent in accordance with the requirements of the restriction referred to in clause 4 1.3 and the requirements of HM Land Registry from time to time
- 1.17 **'Secured Amounts'** means all of the following:
- 1.17.1 the Overage
 - 1.17.2 all other money and liabilities now or at any time hereafter due or owing from the Buyer to the Seller pursuant to the Overage Deed and this Legal Charge (including without limitation all Costs) and the payment of Interest thereon
- 1.18 **'Working Day'** means any day other than Saturday, Sunday and any bank or public holiday

2. Interpretation

- 2.1 The expressions 'Buyer' and 'Seller' include their respective successors in title.
- 2.2 Unless the context otherwise requires references in this Legal Charge to clauses and schedules are to clauses and schedules in this Legal Charge and reference to a clause includes a sub-clause
- 2.3 The headings to clauses and other parts of this Legal Charge are for reference only and do not affect its construction
- 2.4 This Legal Charge and the Overage Deed contain the whole agreement between the parties relating to the matters herein mentioned and supersedes previous agreements between them (if any) relating thereto
- 2.5 This Legal Charge may only be varied in writing signed by or on behalf of the parties
- 2.6 Any obligation on a party to do any act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to allow that act or thing to be done by any person under its control
- 2.7 Obligations owed by or to more than one person are owed by or to them jointly and severally
- 2.8 A reference to a person includes an individual, a corporation, company, firm or partnership or government body or agency, whether or not legally capable of holding land.

2.9 Unless otherwise specified, a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation

2.10 Any obligation on a party to do an act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to permit or suffer that act to be done by any person under its control

2.11 Where the words 'includes', 'including' or 'in particular' are used in this deed they are deemed to have the words 'without limitation' following them

2.12 Unless separately defined in this Legal Charge defined terms used in this Legal Charge shall have the meanings assigned to them in the Overage Deed

3. Charge

3.1 The Buyer with full title guarantee charges the Property by way of legal mortgage as a continuing security for the payment or discharge of the Secured Amounts.

3.2 The Buyer agrees to postpone the priority of this charge to the Subsequent Charge

3.3 The priority to be given to the Subsequent Charge is to be limited to the Base Value as defined in the Overage Agreement of even date made between the parties or, in the event that Overage has been paid in respect of any part of the Property, to the highest Enhanced Value agreed or determined in respect of that Overage.

3.4 The Seller must within 10 Working Days of written request do all acts or things necessary to enter into such deeds of priorities as the Funder or the Buyer may reasonably require to give effect to subclause 3.2

3.5 The Seller must within 10 Working Days of written request do all acts or things necessary to release from the Legal Charge (but conditional upon all (if any) due payments of Overage having been paid):

3.5.1 any part of the Property which ceases to be subject to the Overage Deed, or

3.5.2 any part of the Property which is still subject to the Legal Charge when the Overage Deed is determined or expires and the Seller has no further claim against the Buyer in respect of the Overage Deed

3.6 Upon any Disposal of the Property or any part thereof and conditional upon

3.6.1 all (if any) due payments of Overage having been paid;

3.6.2 the Buyer complying with the terms of the Overage Agreement, and

- 3.6.3 in the case of a Disposal of a freehold interest in the Property other than pursuant to a compulsory purchase order or in circumstances where the disposition would be the subject of a compulsory purchase order if it were not made voluntarily the transferee or lessee executing and delivering to the Seller a legal charge over that part of the Property which is the subject of the Disposal in the form of this Deed with such modifications as the Seller reasonably requires to reflect the circumstances of the Disposal, and which affords equivalent security and priority to the Seller to that effected by this Deed (but proportionately where there is a disposal of part of the Property)

the Seller will, without prejudice to the Buyer's continuing liability for prior breaches by the Buyer, release.

- 3.6.4 that part of the Property which is the subject of the Disposal from this security, and

- 3.6.5 the Buyer from any liability under this Deed for any matter arising after the Disposal in respect of that part of the Property which is the subject of the Disposal

- 3.7 This Legal Charge shall remain in full force and effect as a continuing security unless and until the Seller discharges it and shall extend to cover the ultimate balance due from the Buyer to the Seller pursuant to the Overage Deed.

- 3.8 When the Buyer has paid all Secured Amounts the Seller will at the request and cost of the Buyer duly discharge this security.

- 3.9 The Buyer must pay all reasonable professional and other costs, charges, fees and expenses incurred by the Seller arising out of the operation of this clause 3

4. Buyer's Covenants

- 4.1 The Buyer covenants with the Seller.

Secured Amounts

- 4.1.1 To pay and discharge the Secured Amounts as and when they fall due

Registration

- 4.1.2 To apply for the registration of this charge against the Buyer's title to the Property at HM Land Registry simultaneously with the registration of the Transfer and at the latest within 10 working days of completion of the charge.

- 4.1.3 To apply for the entry of the following restriction against the Buyer's title to the Property at HM Land Registry simultaneously with the registration of the Transfer:

"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 [20 November 2015] in favour of Kerstin Cecilia Gliksten c/o The Estates Office, Denham Estate, Denham, Bury St Edmunds, IP29 5EQ or her conveyancer "

5. Default

- 5 1 Section 103 of the 1925 Act does not apply to this Deed and the statutory powers of sale and appointing a receiver under Sections 101 and 109 of the 1925 Act (as varied and extended under this Deed) will arise on the execution of this Deed
- 5 2 The Secured Amounts will become immediately payable upon
- 5 2 1 the happening of an Event of Default, or
 - 5 2.2 the happening of an Event of Insolvency; or
 - 5 2 3 the holder of the Subsequent Charge taking any steps to enforce the Subsequent Charge or to demand money secured by it and at any time thereafter the Seller may in addition to any other remedies available to him
 - 5.2.4 exercise all the statutory powers conferred on mortgagees by the Law of Property Act 1925 free from the restriction imposed by Section 103 of the 1925 Act, and
 - 5 2 5 appoint a Receiver (subject to the requirements of general law) to be receiver and manager of all or any part of the Property and for the Receiver to exercise the powers set out in clause 6
- 5 3 If the Seller takes possession of the Property or causes a Receiver to be appointed in exercise of such statutory powers the Seller or such Receiver (in addition to his statutory powers) may eject from the Property the Buyer or any tenants of the Buyer or other persons at or in possession of the Property
- 5 4 If the Seller enforces the security constituted by this Deed at a time when no amount in respect of the Secured Amounts is due and payable, or when the Secured Amounts are not ascertained, the Seller (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest-bearing account at a clearing bank. The Seller may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:
- 5 4 1 paying all Costs incurred and payments made by the Seller (or the Receiver) in the course of such enforcement;
 - 5 4.2 paying remuneration to the Receiver as and when the same becomes due and payable, and
 - 5 4 3 paying the Secured Amounts as and when the same become due and payable.

6. Receiver

- 6 1 At any time after this security becomes enforceable, or at the request of the Buyer, the Seller may by writing, under hand, appoint any person or persons to be a Receiver of all or any part of the Property
- 6 2 The Seller may at any time and from time to time in like manner remove any Receiver so appointed and appoint another in his place or appoint an additional person as Receiver
- 6 3 The Seller may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any Receiver so appointed

- 6.4 None of the restrictions imposed by the 1925 Act in relation to the appointment of Receivers or as to the giving of notice or otherwise will apply
- 6.5 Where more than one Receiver is appointed they will have the power to act severally
- 6.6 Any Receiver so appointed will be the agent of the Buyer for all purposes and the Buyer will be solely responsible for his acts or defaults and for his remuneration.
- 6.7 Any Receiver so appointed will have all the powers conferred on mortgagees or receivers by the 1925 Act (but without the restrictions contained in Section 103 of that Act) except to the extent to which those powers are expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict the terms of this Deed will prevail.
- 6.8 Any Receiver so appointed will have power, to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding death of the Buyer, to do or omit to do anything which the Buyer could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such Receiver will have the power:
- 6.8.1 to take possession of, collect and get in all or any part of the Property and for that purpose to bring any proceedings in the name of the Buyer or otherwise;
 - 6.8.2 to manage or carry on or concur in carrying on any business of the Buyer,
 - 6.8.3 to raise or borrow money (whether from the Seller or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property,
 - 6.8.4 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of Sections 99 and 100 of the 1925 Act) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Buyer or otherwise,
 - 6.8.5 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Property or in any way relating to this security,
 - 6.8.6 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 6.8.6,
 - 6.8.7 to disclaim, abandon or disregard all or any outstanding contracts of the Buyer and to allow time for payment of any debts either with or without security,
 - 6.8.8 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences,
 - 6.8.9 to acquire by purchase, lease or otherwise any further property assets or rights,
 - 6.8.10 to appoint, employ and dismiss managers, officers, contractors and agents;

6 8 11 to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 paragraph 2(1) on behalf of the Buyer in respect of the Property,

6 8.12 to do (whether in the name of the Buyer or otherwise) all such other acts and things as he may consider necessary or desirable for the protection, preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers

6 9 All money received by any Receiver must be applied by him

6.9 1 in payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts),

6 9.2 in payment to the Receiver of such remuneration as may be agreed between him and the Seller at, or at any time and from time to time after, his appointment;

6 9.3 in or towards satisfaction of the Secured Amounts

and the surplus (if any) must be paid to the Buyer or other persons entitled to it.

7. Protection of Third Parties

No person dealing with the Seller or any Receiver appointed by him is to be concerned, bound or entitled to enquire or be affected by notice as to any of the following matters

7.1 whether this security has become enforceable;

7 2 whether any power exercised or purported to be exercised under this Deed has arisen or become exercisable,

7 3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;

7 4 whether any money remains due under the security; or

7 5 the necessity or expediency of the stipulations and conditions subject to which any disposition is made

7 6 and the receipt of the Seller or any Receiver for any money will effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

8. Seller's covenants

8 1 The Buyer covenants with the Seller duly and punctually to pay all sums payable in respect of any Subsequent Charge The Seller covenants with the Buyer that the Seller, its successors in title or assignees shall

8.1.1 provide Satisfactory Consent for the registration of a Disposal at HM Land Registry immediately either on receipt of a Deed of Covenant properly executed by the person to whom the Disposal is being made or upon receipt of evidence from the Buyer that no Deed of Covenant is required provided that in each case there are then no outstanding sums due from the Buyer under the terms of the Overage Agreement including any Overage Payment which has not at the relevant time been agreed, and

8.1.2 apply for the withdrawal of the restriction entered against the title of the Property within 28 Working Days from and including the end of the Overage Period.

8.2 In the event of any proceedings or step being taken to exercise or enforce any powers or remedies conferred by the Subsequent Charge against the Property the Seller may redeem the Subsequent Charge or procure the transfer thereof and may settle and pass accounts of the chargee or chargees under the Subsequent Charge and any accounts so settled or passed will be conclusive and binding on the Buyer and all the principal money, interest, costs, charges and expenses of and incidental to such redemption or transfer must be paid by the Buyer to the Seller and until payment the Property will stand charged with the amount so to be paid with Interest.

9. VAT

All sums payable under this Deed are exclusive of VAT. Accordingly the Buyer will in addition pay any VAT properly chargeable or payable in respect of the Secured Amounts or otherwise pursuant to this Deed.

10. Miscellaneous

10.1 [The parties agree that notwithstanding any provisions to the contrary herein the liability of the Buyer (here meaning Suffolk Life Annuities Limited, SLA Property Company Limited and any associated companies referred to as "Suffolk Life" shall be limited to the net value of the assets held by Suffolk Life on behalf of plan number(s) 721749 (or any other plan or plans which may become entitled to the property subject to this clause) at the point in time any claim is made]

10.2 Section 93 of the 1925 Act (restricting the right of consolidation) does not apply to this Deed.

10.3 At any time, without the consent of the Buyer, the Seller may assign or transfer any or all of its rights and obligations under this deed.

10.4 The Seller may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Buyer, the Property and this deed that the Seller considers appropriate

10.5 The Buyer may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

10.6 The Seller may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Seller under this mortgage grant to the Buyer, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Buyer or any other person.

- 10.7 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **KERSTIN CECILIA GLIKSTEN** in the presence of.

SIGNATURE OF PARTY

SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS OF WITNESS

OCCUPATION OF WITNESS

Executed as a deed by **SUFFOLK LIFE ANNUITIES LIMITED** acting by a director in the presence of

REDACTED

SIGNATURE OF DIRECTOR

REDACTED

SIGNATURE OF WITNESS

NAME OF WITNESS **CRAIG CLARKE**

ADDRESS OF WITNESS **153 PRINCES STREET, IPSWICH**

OCCUPATION OF WITNESS **TECHNICAL MANAGER**