



Registration of a Charge

LLP name: **CITYSTYLE FAIRVIEW VQ LLP**

LLP number: **OC426488**



X9XXG2RK

Received for Electronic Filing: **08/02/2021**

Details of Charge

Date of creation: **27/01/2021**

Charge code: **OC42 6488 0001**

Persons entitled: **CITYSTYLE LIVING (VICTORIA QUARTER) LIMITED (COMPANY NUMBER 09872122) WHOSE REGISTERED OFFICE IS AT ATELIER HOUSE, 64 PRATT STREET, LONDON, ENGLAND, NW1 0DL**

Brief description: **THE CHARGOR CHARGES BY WAY OF FIRST FIXED LEGAL MORTGAGE THE MORTGAGED PROPERTY, BEING THE FREEHOLD LAND AND BUILDINGS WHICH ARE REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBERS AGL153010, NGL144493, NGL129210, AGL163617, NGL438605, NGL566817, NGL69439, NGL349718, AGL423378, AGL388366, AGL388364, AGL400468, NGL467159, NGL104510, NGL702570, NGL682432, NGL222985, NGL677598 AND AGL497193**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TROWERS & HAMLINS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC426488

Charge code: OC42 6488 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th January 2021 and created by CITYSTYLE FAIRVIEW VQ LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 8th February 2021 .

Given at Companies House, Cardiff on 9th February 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

dated 27 January 2021

Victoria Quarter LLP

(as Chargor)

and

Citystyle Living (Victoria Quarter) Limited

(as Citystyle)

Fixed Charge Over Land

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I hereby certify that
this is a true copy
of the original which
has been seen by me

LARA EVANS
SOLICITOR

28/1/2021

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Deed

dated 27 January 2021

Parties

- (1) **Citystyle Fairview VQ LLP** a limited liability partnership registered in England and Wales under registered number OC426488 whose registered office is at 50 Lancaster Road, Enfield, Middlesex EN2 0BY (the **Chargor**); and
- (2) **Citystyle Living (Victoria Quarter) Limited** a company incorporated in England and Wales with registration number 09872122 whose registered office is at Ateller House, 64 Pratt Street, London, NW1 0DL (**Citystyle**).

Recitals

- (A) The Chargor has agreed to provide security to Citystyle in respect of the Secured Liabilities on the terms described below.
- (B) It is intended by the parties to this document that it will take effect as a deed.
- (C) Terms capitalised in these recitals are defined below.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this Deed, the following terms have the following meanings unless inconsistent with the context:

Affordable Housing Development Agreement means the affordable housing development agreement relating to the Mortgaged Property between (1) the Chargor and (2) One Housing Group Limited dated 1 August 2019;

Balancing Payment means the sum payable pursuant to clause 6.2 of the Project Agreement;

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


~~**Cautioned Land** means the land over which the caution against first registration is registered at HM Land Registry under title number AGL423378~~ T911

Collateral Rights means all rights, powers and remedies of Citystyle provided by or pursuant to this Deed or by law;

Dangerous Substances means any substance or waste (as defined in the Environmental Protection Act 1990) which is capable of causing harm to man or any living organism supported by the Environment or damaging the Environment or public health or welfare;

Default Rate means 4% (four percent);

Enforcement Event means:

- (a) a breach of the Chargor's obligation to pay the Balancing Payment on the due date to Citystyle in accordance with the Project Agreement; or
- (b) the Chargor:
 - i is unable or admits inability to pay its debts as they fall due;
 - ii if it is proved to the satisfaction of the court that the Chargor is unable to pay its debts as they fall due;
 - iii suspends or threatens to suspend making payments on any of its debts;  by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding Citystyle in its capacity as such) with a view to rescheduling any of its indebtedness; or
- (c) the value of the assets of the Chargor is less than its liabilities (taking into account contingent and prospective liabilities) (the **Balance Sheet Test**) provided that the Chargor's inability to meet the Balance Sheet Test is not caused by the failure of either One Housing Group or Citystyle to advance funds necessary to enable the Chargor to pass the Balance Sheet Test;

Environment means the environment as defined in section 1(2) Environmental Protection Act 1990;

Environmental Audit means a full risk assessment of the Security Assets to ascertain the nature and extent of any harm or detriment caused to, 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 Security Assets and any other property;

Environmental Law means any applicable common or statutory law, regulation, standard or code having the force of law, any code of practice, circular, guidance note, judgment or decision of any court or tribunal relating to the protection of human health and safety, the workplace or the Environment;

Environmental Licence means a licence, permit, certificate of registration, consent, or approval, including any conditions which attach thereto, which relates to or affects the Security 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 Mortgaged Property and includes all fixtures, fittings, plant, materials, machinery, equipment, installations and apparatus now and from time to time in or on the Mortgaged 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 or on behalf of the Chargor in relation to the Mortgaged Property or any part of them;

Letting Document means any past, present or future tenancy or licence to occupy or any past, present or future agreement for any of the same from time to time granted or entered

into by the Chargor in respect of the Mortgaged Property and any licence, consent or approval given thereunder;

Mortgaged Property means ~~the~~ the freehold land and buildings which are registered at HM Land Registry under title numbers AGL153010, NGL144493, NGL129210, AGL163617, NGL438605, NGL566817, NGL69439, NGL349718, AGL423378, AGL388366, AGL388364, AGL400468, NGL467159, NGL104510, NGL702570, NGL682432, NGL222985 ~~and~~ NGL677598, ~~and (b) such title and interest as Citystyle may have in the Cautioned Land~~ shown edged red on the plan at Schedule 1; and

One Housing Group means One Housing Group Limited (a community benefit society with registration number IP20453R) whose registered office is at Atelier House, 64 Pratt Street, London, NW1 0DL;

Planning Acts means the consolidating Acts as defined in the Planning (Consequential Provisions) Act 1990 together with the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 and the Localism Act 2011 and all applicable laws, orders, regulations, instruments, by laws, instructions and standards, whether national, regional or local, including any subordinate legislation relating to town and country planning and to the use and/or occupation of a Mortgaged Property;

Project Agreement means the project agreement relating to the Mortgaged Property between (1) One Housing Group Limited, (2) Citystyle and (3) the Chargor dated 1 August 2019;

Project Management Services Agreement means the project management services agreement relating to the Mortgaged Property between (1) the Chargor and (2) Fairview Estates (Housing) Limited dated 1 August 2019;

Receiver means any receiver appointed under this Deed or pursuant to any applicable law, whether alone or jointly, and included a receiver and/or manager;

Rent means all amounts payable to or for the benefit of the Chargor by way of rent or licence fees, service charge, dilapidations, ground rent and rent charge in respect of any part of the Mortgaged Property and all other monies payable to or for the benefit of the Chargor in respect of the occupation or use of any part of the Mortgaged Property;

Secured Liabilities means the Balancing Payment together with all interest accruing thereon and all costs, charges and expenses incurred by Citystyle in connection therewith;

Security means the security constituted by or pursuant to this Deed;

Security 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 Citystyle by the Chargor under this Deed including, without limitation, the Mortgaged Property;

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 (including, without limitation, title transfer or retention of title) having a similar effect;

Security Period means the period beginning on the date hereof and ending on the date upon which Citystyle is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid in full and no further Secured Liabilities are capable of being outstanding;

Target Planning Permission has the meaning defined in the Project Agreement; and

Tax includes any form of taxation, levy, duty, charge, contribution 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, unless the context otherwise requires, a reference to:

assets includes present and future properties, undertakings, revenues, rights and benefits of every description;

an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing or registration;

the **Chargor** or **Citystyle** includes a reference to its respective successors, permitted assigns and permitted transferees;

a **person** includes a permitted body corporate, unincorporated association and partnership, in each case, whether or not having a separate legal personality;

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

one gender shall include a reference to other genders; an individual will be treated as including corporations and vice versa; words importing the singular will be treated as including the plural and vice versa and words importing the whole will be treated as including a reference to any part, in each case except where the context specifically requires otherwise;

this Deed or to any provision of this Deed or any other document referred to in this Deed is a reference to it as amended, restated, supplemented, varied or novated from time to time;

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

a statute, a statutory provision, enactment or subordinate legislation is a reference to any amendment, modification, extension, consolidation, replacement or re-enactment of any such statute, statutory provision, enactment, whether before or after the date of this Deed.

1.3 Project Agreement

Terms defined in the Project Agreement will have the same meanings when used in this Deed unless otherwise defined. In the event of inconsistency between this Deed and the Project Agreement, definitions set out in the Project Agreement will prevail.

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 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of rule 68 Land Registration Rules 2003 (as amended) the covenant set out in section 4(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this Deed.

1.6 Nature of Security over Mortgaged Property

A reference in this Deed to a **charge or mortgage of or over the Mortgaged Property** includes:

- 1.6.1 all buildings and Fixtures and fittings (including trade and tenant's Fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Mortgaged Property at any time but only insofar as the same are owned by or within the control of the Chargor;
- 1.6.2 the proceeds of sale of any part of the Mortgaged Property and any other monies paid or payable in respect of the Mortgaged Property;
- 1.6.3 the benefit of all rights, covenants, easements, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Mortgaged Property, and any monies payable thereof, and
- 1.6.4 all rights under any licence agreement for sale or agreement for leases or lease in respect of the Mortgaged Property.

1.7 Third party rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy, any term of this Deed.

1.8 Avoidance of payments

If Citystyle considers (acting reasonably) that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the insolvency, liquidation or administration of the Chargor or otherwise set aside, that amount shall not have been irrevocably and unconditionally paid for the purposes of this Deed.

2 Payment of Secured Liabilities

2.1 Covenant to pay

The Chargor covenants with Citystyle that it will pay and discharge the Secured Liabilities when they become due in the manner provided in the Project Agreement.

2.2 Interest on demand

If the Chargor fails to pay any sum on the due date the Chargor will pay interest on such sum (before and after any judgment) from the due date until the date of payment at the Default Rate.

3 Security

3.1 Fixed charge

The Chargor hereby charges in favour of Citystyle with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities:

3.1.1 by way of a first fixed legal mortgage the Mortgaged Property;

3.1.2 by way of first fixed charge:

- (a) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held or utilised by the Chargor in connection with the Security Assets or the use of any of the Security Assets and all rights in connection with them;
- (b) the Fixtures
- (c) all its rights and interests in and claims under the Insurances; and
- (d) insofar as the legal mortgage referred to in clause 3.1.1 or any of the assignments referred to in clause 3.2 shall for any reason be ineffective as a legal mortgage or an assignment, the assets referred to in those clauses.

3.2 Assignments

The Chargor hereby assigns and agrees to assign by way of security to Citystyle 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 of the Secured Liabilities, all the Chargor's right, title and interest in, to and under each of the following present and future assets:

3.2.1 the benefit of any Letting Document and the benefit of any guarantee or security for the performance of any Letting Document;

3.2.2 all of its rights and interests in the Rent and the benefit of any guarantee or security in respect of the Rent;

3.2.3 all its rights and interests in and claims under the Insurances; and

3.2.4 all rights and claims in relation to any Mortgaged Property including, without limitation, all rights and claims against any lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Mortgaged Property from time to time and all guarantors and sureties for the obligations of such persons provided that, in each case, to the extent (if any) that the benefits, rights, titles, claims and interests assigned under this clause 3.2 are not assignable, such assignment will operate as an assignment of all proceeds received by the Chargor in connection with such benefits, rights, titles, claims and interests.

4 HM Land Registry

4.1 Land registration

The Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of Citystyle to enter the following restriction (in form P of schedule 4 Land Registration Rules 2003) in the Proprietorship Register of the Mortgaged 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 _____ in favour of Citystyle (Victoria Quarter) Limited referred to in the Charges Register or their conveyancer or an individual identified as an authorised signatory of Citystyle (Victoria Quarter) Limited".

4.2 Implied covenants

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

5 Further assurance

5.1 The Chargor shall, at its own expense, promptly do all such acts or execute all such documents as Citystyle or any Receiver may reasonably require:

5.1.1 to perfect or protect the security created or intended to be created by this Deed; and/or

5.1.2 to facilitate the realisation of the Security Assets, and/or

5.1.3 to obtain all necessary consents to procure the registration of this Deed with the registrar of companies and, in respect of the Mortgaged Property, at HM 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 Citystyle) as soon as possible any consents necessary to enable the relevant Security Assets 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 relevant Security Asset shall become subject to such Security and the Chargor shall promptly deliver a copy of each such consent to Citystyle.

6 Preservation of rights

The obligations of the Chargor contained in this Deed shall not be discharged, prejudiced or otherwise affected by:

- 6.1 the winding-up, dissolution, administration or reorganisation of the Chargor or any other person or any change in its status, function, control or ownership;
- 6.2 any of the obligations of the Chargor or any other person under the Project Agreement or under any other security relating to the Project Agreement being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- 6.3 any time or other indulgence being granted or agreed to be granted to the Chargor or any other person in respect of its obligations under the Project Agreement;
- 6.4 any amendment to, or any variation, waiver or release of any obligation of the Chargor or any other person under the Project Agreement;
- 6.5 any failure to take, or fully to take, any security contemplated by the Project Agreement or otherwise agreed to be taken in respect of the Chargor's or any other person's obligations under the Project Agreement;
- 6.6 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 Project Agreement; or
- 6.7 any other act, event or omission which, but for this clause, might operate to discharge, impair or otherwise affect any of the obligations of the Chargor under this Deed or by law.

7 Negative pledge and disposal restrictions

7.1 Negative pledge

Save as permitted by the Project Agreement, the Chargor will not, without the prior written consent of Citystyle, create, purport to create, or permit to subsist (in favour of any person other than Citystyle) any Security Interest over any of the Security 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 Security Assets.

7.2 Disposal of the Mortgaged Property

Save as permitted by the Project Agreement, the Chargor will not, without the prior written consent of Citystyle (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 any of the Security Assets or any interests therein or the right to receive or to be paid the proceeds arising from their disposal or agree or attempt to do so.

8 Representations and warranties

8.1 Duration and to whom made

The representations and warranties made by the Chargor in this clause 8 will remain in force for (and will be deemed repeated on each day falling during) during the Security Period and are given to Citystyle.

8.2 Matters represented

Except as disclosed in writing to Citystyle on or prior to the date of this Deed:

8.2.1 the Chargor is the legal and beneficial owner of the Mortgaged Property;

8.2.2 all relevant building regulations or previously relevant building bye-laws have been complied with in respect of all developments, alterations and improvements to the Mortgaged Property and they have also been complied with in respect of the use of the Mortgaged Property;

8.2.3 if the Chargor carries out any development on the Mortgaged Property during the Security Period, it will comply with all applicable planning permissions for the purposes of the Planning Acts in respect to the development of the Mortgaged Property, and all relevant building regulations;

8.2.4 there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Mortgaged Property which materially adversely affect or are likely to materially adversely affect the value of the Mortgaged Property or the ability of the Chargor to perform its obligations owed to Citystyle other than any referred to in, or disclosed by, the Project Agreement;

8.2.5 nothing has arisen or has been created or is subsisting which would be an overriding interest over the Mortgaged Property which materially adversely affects or is likely to materially adversely affect the value of the Mortgaged Property or the ability of the Chargor to perform its obligations owed to Citystyle;

8.2.6 no facilities necessary for the enjoyment and use of the Mortgaged Property are enjoyed by the Mortgaged 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 Mortgaged Property or the ability of the Chargor to perform its obligations owed to Citystyle;

8.2.7 has received no notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest therein, nor has any acknowledgement been given to any person in respect thereof which has not been disclosed to Citystyle;

8.2.8 nothing has arisen, nor has been created, which would be an overriding interest in any Mortgaged Property;

- 8.2.9 the Mortgaged Property will be free from any tenancies or licences, other than those tenancies or licences permitted under or by virtue of the Project Agreement and the Affordable Housing Development Agreement;
- 8.2.10 the Chargor has disclosed to Citystyle full details of all inspections, investigations, studies, Environmental Audits and other analyses commissioned by it in relation to environment matters in respect of the Mortgaged Property and any adjoining land;
- 8.2.11 the Chargor is, and has at all times been, in compliance with all applicable Environmental Law; and
- 8.2.12 the Chargor has obtained and is, and has at all times been, in compliance with all Environmental Licences.

8.3 Security created

Subject to registration with the registrar of companies, at HM Land Registry or at the Land Charges Registry as appropriate, this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

9 General undertakings

9.1 Duration and benefit

The undertakings in this clause 9:

- 9.1.1 shall remain in force during the Security Period; and
- 9.1.2 are given to Citystyle.

9.2 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 to Citystyle (other than fair wear and tear arising from the use of the Security Assets in the ordinary course of business).

9.3 Information and access

The Chargor will, at the request of Citystyle, promptly provide Citystyle with such information as Citystyle may reasonably require about the Security Assets and the Chargor's compliance with the terms of this Deed and the Chargor will permit Citystyle, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice:

- 9.3.1 to view the Security Assets (without becoming liable as mortgagee in possession); and
- 9.3.2 to inspect and take copies and extracts from such books, accounts and records of the Chargor as relate to the Security Assets.

9.4 Law

The Chargor will comply with all applicable laws, regulations and authorisations affecting the Security Assets.

10 Mortgaged Property

The Chargor undertakes to Citystyle at all times during the Security Period:

10.1 Outgoings

to pay punctually all Taxes, rents, rates, duties, assessments and other outgoings payable in respect of the Mortgaged Property;

10.2 Covenants

to perform and observe all covenants (positive and restrictive), conditions and stipulations from time to time affecting the Mortgaged Property or the use or enjoyment of it;

10.3 Development

not to carry out or permit any development of the Mortgaged Property other than in accordance with the Project Agreement, the Affordable Housing Development Agreement or the Project Management Services Agreement;

10.4 User

to use the Mortgaged Property only for such purpose or purposes as permitted or contemplated by the Project Agreement, the Affordable Housing Development Agreement or the Project Management Services Agreement;

10.5 Planning

not without the prior written consent of Citystyle to make any application for planning permission or implement any planning permission obtained or enter or agree to enter into any agreement or undertaking under the Planning Acts in each case in respect of the Mortgaged Property other than as permitted or contemplated by the Project Agreement, the Affordable Housing Development Agreement or the Project Management Services Agreement;

10.6 Notices

to pass onto Citystyle promptly upon receipt a copy of any notice or proposal for a notice or order served on the Chargor by any public or local or any other authority in respect of the Mortgaged Property or any part thereof and to give notice to Citystyle promptly on becoming aware of any other matter which is likely to affect adversely the value of the Mortgaged Property, and in each case if Citystyle so requires or approves and at the Chargor's cost (save where the matter has arisen because of any default by Citystyle) to make such representations in respect of such notice or order as Citystyle may require;

10.7 Information

at the request of Citystyle promptly to provide Citystyle with such documents or information relating to the Mortgaged Property or the development of the Mortgaged Property by or on behalf of the Chargor as Citystyle may reasonably require;

10.8 Compliance with leases

where the Mortgaged Property is leasehold or subject to any lease, agreement for lease, tenancy or licence:

10.8.1 to observe and perform all the covenants, stipulations and obligations contained in any lease, agreement for lease, tenancy or licence affecting the Mortgaged Property of which the Chargor is the lessee, tenant or licensee; and

10.8.2 to comply with all covenants on the part of the lessor or licensor contained in the lease, agreement for lease, tenancy or licence affecting the Mortgaged Property of which the Chargor is the lessor or licensor;

10.9 Environmental matters

10.9.1 to obtain and maintain all licences required under Environmental Law and comply in all material respects with all Environmental Law applicable to it; and

10.9.2 to ensure that no Dangerous Substances are used, disposed of, generated, stored, transported, deposited, buried or emitted at, on, from or under any premises (whether or not owned, leased, occupied or controlled by it) in circumstances where this might result in a liability of Citystyle;

10.10 Leases

10.10.1 save as permitted by the Project Agreement and the Affordable Housing Development Agreement, not without the previous consent in writing of Citystyle to grant any lease or tenancy of the Mortgaged 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 Mortgaged Property;

10.10.2 to enforce and not waive or release the covenants, conditions, agreements and obligations contained in or imposed by any of the Letting Documents or any guarantee in respect of the obligations of the tenants, lessees, licensees or other parties thereunder which materially affects or is reasonably likely to materially affect the value of the Mortgaged Property;

10.10.3 not without the prior written consent of Citystyle to accept or agree to accept the surrender or alteration of any of the Letting Documents which materially affects or is reasonably likely to materially affect the value of the Mortgaged Property and observe and perform all the covenants, conditions, agreements and obligations on its part in all material respects;

10.10.4 at any time after an Enforcement Event has occurred, to issue irrevocable instructions to the other parties to any Letting Document to pay rents and sums

due under any Letting Document (if any) to Citystyle or into such accounts as Citystyle may require; and

10.10.5 to deliver to Citystyle within 14 days of demand full particulars of all agreements, leases, tenancies or licences to occupy affecting the Mortgaged Property; and

10.11 Commonhold

the Chargor shall not convert, or permit the conversion of, any freehold estate of any of the Mortgaged Property to a freehold estate in a commonhold land under part 1 Commonhold and Leasehold Reform Act 2002.

11 Insurance

The Chargor will procure that the Mortgaged Property is insured in accordance with the provisions of the Project Management Services Agreement.

12 Deposit of title deeds

The Chargor will deposit all deeds and documents of title relating to the Security Assets with Citystyle and such other documents relating to the Security Assets as Citystyle may reasonably require from time to time, for the duration of the Security Period.

13 Power to remedy

In the case of default by the Chargor in insuring the Security Assets or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, the Chargor will permit Citystyle or its agents and contractors to enter on the Mortgaged Property and to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as Citystyle 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 Citystyle indemnified against all losses, costs, charges and expenses reasonably incurred in connection with the exercise of the powers contained in this clause 13.

14 Enforcement of Security

14.1 When Security becomes enforceable

The Security shall be immediately enforceable upon the occurrence of an Enforcement Event. After the Security has become enforceable, Citystyle may in its absolute discretion enforce all or any part of such Security at the times, in the manner, and on the terms as it shall think fit and take possession of or hold or dispose of all or any part of the Security.

14.2 Exercise of powers

At any time after the Security becomes immediately enforceable, Citystyle may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this

Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

14.3 Possession

If Citystyle, any Receiver or any delegate of any such person takes possession of the Mortgaged Property, it or he may at any time relinquish such possession.

14.4 No liability as mortgagee in possession

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

14.5 Power of sale

The power of sale under this Deed may be exercised notwithstanding that Citystyle 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 Citystyle and the Chargor or any other party who is acting as agent for the Chargor or on behalf of it.

14.6 Receiver's liability

All the provisions of clause 14.4 will apply, mutatis mutandis, in respect of the liability of any Receiver and delegate of the Receiver or Citystyle or any officer, employee or agent of Citystyle, any Receiver or any delegate.

15 Extension and variation of the Law of Property Act 1925

15.1 Extension of powers

The power of sale or other disposal conferred on Citystyle and on any Receiver by this Deed will operate as a variation and extension of the statutory power of sale under section 101 Law of Property Act 1925 and such power will arise (and the Secured Liabilities will be deemed due and payable for that purpose) on the execution of this Deed but Citystyle shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under clause 14.1.

15.2 Restrictions

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

15.3 Power of leasing

The statutory powers of leasing may be exercised by Citystyle at any time and Citystyle 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 section 99 and section 100 Law of Property Act 1925.

15.4 Application

Section 109(8) Law of Property Act 1925 will not apply, and all monies received by Citystyle or any Receiver in the exercise of any powers conferred by this Deed will be applied in the following order:

15.4.1 in the payment of:

- (a) all costs, charges, liabilities and expenses incurred by Citystyle or any Receiver in the exercise of those powers or incidental to any Receiver's appointment, together with interest at the applicable rate set out in clause 2.2 (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full; and
- (b) any Receiver's remuneration;

15.4.2 In or towards discharge of all liabilities having priority to the Secured Liabilities;

15.4.3 In or towards the satisfaction of the Secured Liabilities in such order as Citystyle determines; and

15.4.4 in the payment of any surplus to the Chargor or other person entitled to it.

16 Appointment of Receiver

16.1 Appointment and removal

At any time after the Security becomes enforceable, or if requested to do so by the Chargor, Citystyle may by deed or otherwise (acting through an authorised officer of Citystyle), without prior notice to the Chargor:

16.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Security Assets;

16.1.2 remove (so far as it is lawfully able) any Receiver so appointed; and

16.1.3 appoint another person(s) as an additional or replacement Receiver(s).

16.2 Capacity of Receivers

Each person appointed to be a Receiver under this Deed will be:

16.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;

16.2.2 for all purposes will be deemed to be the agent of the Chargor which will be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver will at any time act as agent for Citystyle; and

- 16.2.3 entitled to remuneration for his services at a rate to be fixed by Citystyle from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

16.3 Statutory powers of appointment

The powers of a Receiver will be in addition to all statutory and other powers of Citystyle under the Law of Property Act 1925 (as extended by this Deed), an administrative receiver under the Insolvency Act 1986 or otherwise and such powers will remain exercisable from time to time by Citystyle in respect of any part of the Security Assets.

17 Powers of Receiver

17.1 Powers

Every Receiver appointed by Citystyle will (in addition to all powers conferred on him by law) have the following powers exercisable in respect of the Security Assets upon such terms and conditions as he thinks fit:

- 17.1.1 to take possession of and generally to manage the Mortgaged Property;
- 17.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract, transaction or arrangement to which the Chargor is or is to be a party;
- 17.1.3 to carry out on any Mortgaged Property (or on any other property which it may in his opinion be necessary or desirable to work upon) any development or new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment and to apply for and obtain all planning permissions, consents or licences as may be necessary or desirable for such purposes;
- 17.1.4 to purchase or acquire any land and purchase, acquire, grant or release any interest in or right over land and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Mortgaged Property;
- 17.1.5 to sell, lease, licence, surrender or accept surrender of leases or licences of, charge or otherwise deal with and dispose of the Mortgaged Property without restriction including power to dispose of any Fixtures separately from the land;
- 17.1.6 to carry into effect and complete any transaction in respect of the Mortgaged Property by executing deeds or documents in the name of or on behalf of the Chargor;
- 17.1.7 to insure the Mortgaged Property and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees indemnities and security;
- 17.1.8 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others (including the removal, appointment and replacement from time to time of any person engaged to provide security

officers (howsoever described) for the Mortgaged Property or any other Mortgaged Property);

17.1.9 to purchase materials, tools, equipment, goods or supplies in relation to the Mortgaged Property;

17.1.10 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise in relation to the Mortgaged Property or any part of them;

17.1.11 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purposes of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

17.1.12 to make any options to tax for value added tax purposes in relation to the Mortgaged Property; and

17.1.13 to do any other acts or things as:

(a) he may consider to be necessary or desirable for the realisation of the Mortgaged Property or any part thereof; or

(b) as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law in relation to the Mortgaged Property.

18 Protection of purchasers

18.1 Consideration

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

18.2 Protection of purchaser

No purchaser or other person dealing with Citystyle or any Receiver will be bound to inquire whether the right of Citystyle 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 Citystyle or such Receiver in such dealings.

19 Power of attorney

19.1 Appointment and powers

With effect only from the date that this Deed becomes enforceable under clause 14.1 of this Deed, the Chargor by way of security irrevocably appoints Citystyle and every Receiver and any delegate or sub-delegate severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which:

19.1.1 the Chargor ought to have done by this Deed (including the execution and delivery of any deeds, charges, legal mortgages, assignments or other security and any transfers of the Security Assets); and/or

19.1.2 enable Citystyle and any Receiver or any delegate or sub-delegate to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including the exercise of any right of a legal or beneficial owner of the Security Assets).

19.2 Ratification

The Chargor will ratify and confirm all things lawfully done and all documents executed by any attorney in the exercise of all or any of his powers referred to in clause 19.1.

20 Effectiveness of Security

20.1 Continuing Security

The Security will remain in full force and effect as a continuing security for the Secured Liabilities during the Security Period unless and until discharged by Citystyle.

20.2 Cumulative rights

The Security and the Collateral Rights will be cumulative, in addition to and independent of every other security which Citystyle may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law.

20.3 No prejudice

Neither the Security nor 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.

20.4 Remedies and waivers

No failure on the part of Citystyle 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.

20.5 No liability

None of Citystyle, any Receiver or any delegate or sub-delegate will be liable by reason of:

20.5.1 taking any action permitted by this Deed; or

20.5.2 any neglect or default in connection with the Security Assets; or

20.5.3 taking possession of or realising all or any part of the Security Assets,

except in the case of negligence or wilful default or fraud upon its part.

20.6 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 is invalid, unenforceable or ineffective for any reason, that will not affect or impair any other part of the Security.

20.7 Other security

Citystyle 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 Citystyle in connection with any such guarantee, indemnity, Security Interests or other means of payment will discharge, reduce, prejudice or affect the liability of the Chargor or the Secured Liabilities nor will Citystyle 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.

20.8 Variation

No variation of the terms of this Deed will be valid unless it is in writing and executed as a deed by the Chargor and confirmed in writing by Citystyle.

21 Release of Security

Upon the expiry of the Security Period Citystyle will, at the request of the Chargor, release and cancel the Security and take whatever action is necessary to release the Mortgaged Property from the security constituted by this Deed (including but not limited to the provision of duly completed executed and dated form DS1 and form RX4 releasing the Mortgaged Property from the legal charge created by this Deed) and to reassign the Mortgaged Property to the Chargor and to procure the reassignment to the Chargor of all property and assets assigned to Citystyle pursuant to this Deed.

22 Subsequent Security Interests

If Citystyle at any time receives or is deemed to have received notice of any subsequent Security Interest affecting all or any part of the Mortgaged Property or any assignment or transfer of the Mortgaged Property which is prohibited by the terms of this Deed, all payments thereafter by or on behalf of the Chargor to Citystyle 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 Citystyle received such notice.

23 Assignment

Neither Citystyle nor the Chargor may assign any of its rights or transfer any of its obligations under this Deed.

24 Expenses and indemnity

24.1 Expenses

The Chargor will, from time to time on demand of Citystyle, reimburse Citystyle 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 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 Citystyle 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.

24.2 Stamp taxes

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

24.3 Indemnity

The Chargor will, notwithstanding any release or discharge of all or any part of the Security, indemnify Citystyle, 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 or the exercise or purported exercise of any of the rights and powers conferred on them by this Deed.

25 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 Tax except to the extent that the Chargor is required by law to make such payment subject to the deduction or withholding of any Tax. 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.

26 Discretion and delegation

26.1 Discretion

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

26.2 Delegation

Each of Citystyle 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 Citystyle or the Receiver itself or any subsequent delegation or revocation thereof.

27 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 (as specified in section 5(1) Perpetuities and Accumulations Act 2009).

28 Counterparts

28.1 Number of counterparts

This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

28.2 Effectiveness of counterparts

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

29 Certification

The Chargor hereby certifies that its creation of this Deed in favour of Citystyle does not contravene any of the provisions of the Co-operative and Community Benefit Societies Act 2014 or its rules.

30 Reorganisation

This Deed will remain binding on the Chargor notwithstanding any change in the constitution of Citystyle or its absorption by, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The Security will remain valid and effective in all respects in favour of Citystyle and for any assignee, transferee or other successor in title of Citystyle.

31 Set off

Citystyle may set off any matured obligation due from the Chargor under this Deed against any matured obligation owed by Citystyle to the Chargor (whether actual or contingent, present or future), regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, Citystyle may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

32 Payment of monies

32.1 Certificates

A certificate signed by an official of Citystyle as to the amount due or owing from the Chargor will be conclusive evidence against the Chargor, except in the case of manifest error.

33 Notices

33.1 Any notice to be given under this Deed shall be in writing and shall be deemed to be duly given if it is served in accordance with this clause 33.

33.2 Notices shall be served by personal delivery or pre-paid registered or recorded delivery to:

33.2.1 In the case of the Chargor any notice should be addressed to:

Name: Citystyle Fairview VQ LLP

Address: 50 Lancaster Road, Enfield, Middlesex EN2 0BY

Marked for the attention of: F.A.O Land Director

33.2.2 In the case of Citystyle any notice should be addressed to:

Name: Citystyle Living (Victoria Quarter) Limited

Address: Atelier House, 64 Pratt Street, London, NW1 0DL

Marked for the attention of: The Company Secretary.

33.3 It shall not be valid service under this Deed if notices are sent by email or fax.

33.4 Notices and communications shall be deemed to have been served or received in the case of:

33.4.1 personal delivery on the date of delivery;

33.4.2 pre-paid registered or recorded delivery mail on the second Working Day after the notice of communication is posted.

33.5 A copy of any notice pursuant to this clause 33 shall also be sent to the Chargor's solicitors or Citystyle's solicitors as applicable.

34 Governing law and jurisdiction

34.1 Governing law

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

34.2 Exclusive jurisdiction

The courts of England have exclusive jurisdiction to settle any dispute arising in connection with this Deed (a **Dispute**). The parties agree that these courts are the most appropriate and convenient courts to settle any Dispute that arises under or in connection with this Deed and accordingly neither party will argue to the contrary.

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

Plan

VICTORIA QUARTER
BARNET
LEGAL PLAN

FAIRVIEW NEW HOMES Ltd.

Drawing No. **PL18-018/SK06**

Signatories

Chargor

Signed as a deed by **Citystyle
Fairview VQ LLP**, acting by a
member in the presence of:

)
)
)



Member

witness signature:



name: **MOHAMMED ASAD IQBAL**

address:



occupation:

Citystyle

Executed as a deed by
Citystyle Living (Victoria Quarter) Limited
acting by a director
in the presence of:

)
)
)
)



Director

witness signature:



name: **MOHAMMED ASAD IQBAL**

address:



occupation: