

- (j) (**housing guarantees**) if a law requires that a guarantee be given in connection with any person's activities in relation to any Works completed prior to the date of this Mortgage, to ensure that the required guarantee has been given and is valid and enforceable.

9. ENCROACHMENTS

The Mortgagor must rectify any encroachments by or on the Land if and when required to do so by the Mortgagee. The Mortgagor must not grant any easement or similar right in respect of any encroachment on the Land without the Mortgagee's consent.

10. RIGHTS SUCH AS COMPENSATION

10.1 Obligation to notify

The Mortgagor agrees to notify the Mortgagee if the Mortgagor has a right to claim or receive a payment in connection with the Mortgagor's ownership of the Land (such as compensation if there is a Resumption).

10.2 Mortgagee's right to oversee claim

The Mortgagor agrees to claim payment in the manner directed by the Mortgagee. However, if the Mortgagee notifies the Mortgagor, the Mortgagee may take over the Mortgagor's rights to make, pursue or settle the Mortgagee's claim. The Mortgagee may then exercise those rights in any manner the Mortgagee chooses (including signing releases for the payment in the name of the Mortgagor or the Mortgagee).

10.3 Payments to Mortgagee

The Mortgagor agrees to use its best endeavours to ensure that any payments made under this Clause 10 are paid to the Mortgagee. If, despite this, they are paid to the Mortgagor, the Mortgagor agrees to pay them to the Mortgagee.

11. SECURITY OVER RELATED PROPERTY

- If the Mortgagee asks, the Mortgagor agrees to secure to the Mortgagee on terms the Mortgagee requires as further security for payment of the Secured Money:
- (a) the Mortgagor's rights under insurance contracts in connection with the Land and any shared property;
 - (b) the Mortgagor's rights under any contract to carry out Works and under any warranty, guarantee, indemnity or builders' insurance relating to the Land or any Works (whether carried out before or after this Mortgage is signed);
 - (c) any encroached land of which the Mortgagor becomes the owner;
 - (d) any further estate or interest the Mortgagor acquires in the Land; and
 - (e) any estate or interest in rights in connection with the Land (including rights to air space, plot ratio, floor space ratio or other similar ratio).