Companies House

MR01(ef)

Registration of a Charge

Company name: **ON MY SIDE**

Company number: **07660502**

Received for Electronic Filing: **27/08/2019**

X8CQ71YZ

Details of Charge

Date of creation: **06/08/2019**

Charge code: **0766 0502 0003**

Persons entitled: **BARCLAYS SECURITY TRUSTEE LIMITED**

Brief description: **FAIRBORNE HOUSE, CHAPEL LANE, FOREST ROW, EAST SUSSEX**

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HILARY WHITE**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7660502

Charge code: 0766 0502 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th August 2019 and created by ON MY SIDE was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th August 2019 .

Given at Companies House, Cardiff on 28th August 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Case Reference No. BPM/8243987/RARE/SPC/8.5

BARCLAYS

On My Side
(the ***Mortgagor***)

On My Side
(the ***Principal Debtor***)
and

Barclays Security Trustee Limited
(the ***Security Trustee***)

LEGAL CHARGE

DATED 6th August 2019

[NOTE: PLEASE INSERT DATE OF EXECUTION BY FINAL SIGNATORY IN MANUSCRIPT]

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Schedule 28

IMPORTANT – PLEASE READ THIS NOTE BEFORE THIS LEGAL CHARGE IS EXECUTED

This Legal Charge is an important legal document. We strongly recommend that you seek the advice of your solicitor or other legal adviser before executing this Legal Charge.

- This is a Legal Charge over the Mortgaged Property described in the Schedule and the other assets referred to in this Legal Charge.

- The Security Trustee will hold this Legal Charge as security on trust for and on behalf of the Secured Parties for all debts and other liabilities owed to one or more of the Secured Parties by the Mortgagor and the Principal Debtor. This includes all present and future loans or facilities that each of the Finance Parties have granted or may in the future grant.

- Your liabilities under this Legal Charge will include any liabilities owed under any guarantee or indemnity which you have given to or may give to any of the Secured Parties in the future subject to the limitations set out in this Legal Charge.

- If any of the debts or liabilities secured by this Legal Charge are not paid when due, the Security Trustee can appoint a receiver, or take possession of the Mortgaged Property and any of the assets charged by this Legal Charge and sell them.

- This Legal Charge is separate from and not limited by any other security or guarantee which you may have already given or may give to the Security Trustee (or any other Secured Party) in the future.

If a company/LLP incorporated in England and Wales executes this Legal Charge as Mortgagor, all parties understand that this document (including any attachments) will be available for inspection by any person at Companies House or upon application to the Land Registry.

THIS LEGAL CHARGE is made on the date specified on the front page of this Deed.

BETWEEN:

(1) **On My Side** (incorporated in England and Wales with registered number 07660502) of 2nd Floor Crown House 37 High Street East Grinstead West Sussex RH19 3AF (the ***Mortgagor***);

(2) **On My Side** (incorporated in England and Wales with registered number 07660502) of 2nd Floor Crown House 37 High Street East Grinstead West Sussex RH19 3AF (the ***Principal Debtor***); and

(3) **Barclays Security Trustee Limited** (Company Number 10825314) of 1 Churchill Place, London E14 5HP, acting in its capacity as security trustee for and on behalf of the Secured Parties (the ***Security Trustee***)

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Legal Charge, each of the following expressions has, except where the context otherwise requires, the meaning shown opposite it:

Authorised Address means the last address given to the Security Trustee for the Mortgagor's and/or the Principal Debtor's place of business (or any one of them if more than one) or registered office;

Authority the United Nations Security Council, the Commission of the European Union, Her Majesty's Treasury, the Office of Foreign Assets Control of the United States Department of the Treasury, or any other United States government entity;

Barclays Group means Barclays PLC and any of its direct or indirect Subsidiaries;

Business means the goodwill of the business (if any) from time to time carried on at the Mortgaged Property;

Default Rate means:

(a) the default interest rate set out in the document under which the relevant liability for the overdue amount initially arose; or

(b) if no default interest rate is set out in such document, a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant Secured Party (as certified by it) if it were to fund or of funding the relevant amount plus 2 per cent. per annum;

Delegates means a delegate or sub-delegate appointed pursuant to Clause 22 (*Discretion and Delegation*);

Environmental Approvals means all consents of any kind relating to Environmental Laws to which the Mortgagor or the Mortgaged Property or the use or occupation of the Mortgaged Property is subject;

Environmental Claims means any claim by any person in respect of losses or liabilities suffered or incurred by that person as a result of or in connection with any violation of Environmental Laws or Environmental Approvals or giving rise to any remedy or penalty that may be enforced or assessed by private or public legal action as a result of Environmental Contamination or any application for any interim or final judicial or administrative decree, injunction, cease and desist order, abatement order, compliance order, consent order, clean-up order or enforcement notice, stop notice, improvement notice, prohibition notice or revocation order in respect of Environmental Contamination or any other remedial or other action that the Mortgagor is obliged to undertake pursuant to Environmental Laws in respect of Environmental Contamination;

Environmental Contamination means the following and their consequences:

(a) any release, leakage or spillage at or from the Mortgaged Property into any part of the environment of any toxic, poisonous, noxious or polluting matter or hazardous, detrimental or dangerous substances or thing;

(b) any accident, fire, explosion or sudden event which affects the environment and is attributable to the operation, management or control of the Mortgaged Property including (without limitation) the storage, keeping, handling, labelling or disposal of waste (as defined in the Environmental Protection Act 1990) or hazardous, toxic or dangerous substances; and

(c) any designation of the Mortgaged Property as contaminated land for the purposes of Part IIA of the Environmental Protection Act 1990;

Environmental Laws includes all or any laws, statutes, rules, regulations, treaties, directives, bye-laws, directions, codes of practice, circulars, guidance notes, orders, notices, demands, decisions of the courts of any authority or any other body whatsoever having jurisdiction which at any time relate to the environment or Environmental Contamination or standards of conduct applicable to the Mortgaged Property or the occupation or use of the Mortgaged Property or the operation of any business from or using the Mortgaged Property;

Finance Parties means:

(a) Barclays Bank UK PLC;

(b) Barclays Bank PLC; and

(c) Barclays Mercantile Business Finance Limited;

Mortgaged Property means all the property referred to in the Schedule to this Legal Charge;

Receiver means a receiver and manager or a receiver appointed pursuant to Clause 14 (*Receiver*) together with any substituted receiver or manager and any of their Delegates;

SDN List means the Specially Designated Nationals List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, or any similar list maintained by any Authority;

Secured Parties means:

(a) the Security Trustee;

(b) the Finance Parties; and

(c) any Receiver and/or Delegate;

Secured Obligations means all money, obligations and liabilities now or at any time in the future due, owing or incurred in any manner whatsoever by the Principal Debtor or the Mortgagor in each case to the Security Trustee (whether in its personal capacity or as security trustee for the Secured Parties) or to any of the other Secured Parties whether actually or contingently, whether directly or indirectly, whether solely or jointly with any other person and whether as principal or surety, including, without limitation, all interest, discount, commission, fees, charges and expenses and together with any matters relating to or arising in respect of those moneys, obligations and liabilities;

Securities means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any person (other than the Mortgagor and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000) including all rights and benefits arising and all money payable in respect of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise (including in all subsidiary undertakings or the certificates for which are now or in the future deposited with or to the order of the Security Trustee or which if uncertificated are held in an escrow or other account in the favour of the Security Trustee or held in the Security Trustee's name or in the name of a nominee to the order of the Security Trustee);

Security Assets means each of the assets and undertaking of the Mortgagor which are the subject of any security created or expressed to be created by or pursuant to this Legal Charge;

Security Interest means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off or security interest whatsoever, howsoever created or arising or any other agreement, arrangement or court order having substantially the same economic effect as the foregoing;

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Trustee is satisfied that all Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all facilities made available by each of the Finance Parties to the Principal Debtor have been cancelled; and

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

1.2 **Interpretation**

(a) In this Legal Charge, except where the context otherwise requires:

(i) references to "the Mortgagor" or "the Principal Debtor" shall include persons deriving title under "the Mortgagor" or "the Principal Debtor" or who are entitled to redeem this security and the expression "the Secured Parties" (including references to "the Security Trustee" and "the Finance Parties") shall include references to any of their

respective nominees, agents, Delegates, successors in title and permitted assigns and transferees;

(ii) unless otherwise indicated, references to the Security Trustee mean the Security Trustee acting in its capacity as security trustee for and on behalf of the Secured Parties;

(iii) ***winding up*** includes any winding up, reconstruction, administration, dissolution, liquidation, bankruptcy and any analogous procedure or step under any applicable law;

(iv) if the Mortgagor or the Principal Debtor consists of more than one entity the liability of each such entity shall be joint and several and the terms of this Legal Charge shall be construed accordingly;

(v) if the Mortgagor or the Principal Debtor is a partnership, unincorporated body, association, committee, trustees or debtors on joint account, this security shall remain effective notwithstanding any change in their composition, name or style, and shall continue to secure all money and liabilities due, owing or incurred to the Security Trustee (whether in its personal capacity or as security trustee for the Secured Parties) or to any of the other Secured Parties by the person or persons from time to time constituting such partnership, unincorporated body, association, committee, trustees or debtors;

(vi) references to any deed, instrument, certificate, agreement or contract (including this Legal Charge) or a provision thereof shall be construed as a reference to that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced (however fundamentally);

(vii) expressions importing the singular shall include the plural and vice versa and words denoting any gender include all genders;

(viii) references to any statute or other legislative provision shall include any statutory or legislative modification, re-enactment or any substitution of such statute or provision and, where applicable, any equivalent statute or legislation in another jurisdiction;

(ix) a time of day is a reference to London time; and

(x) references to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).

(b) The headings in this Legal Charge are for ease of reference only and shall not affect its interpretation.

(c) Where the Mortgagor is an individual and not a body corporate the continuing nature of the security hereby created shall not be determined or affected by notice to any Secured Party of the death or mental incapacity of the Mortgagor.

(d) Notwithstanding any other provision of this Legal Charge, any security created hereunder which, at the time of being enforced, would constitute a regulated mortgage contract under Article 61(3)(a) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 shall not secure any amount payable to Barclays Bank PLC or Barclays Mercantile Business Finance Limited.

2. SECURED PARTIES

Each party agrees that the Security Trustee's interests and rights under and in respect of this Legal Charge shall be held by the Security Trustee on trust for and on behalf of the Secured Parties.

3. AGREEMENT TO PAY

3.1 Each of the Principal Debtor and the Mortgagor hereby as primary obligor and not merely as surety, covenants with the Security Trustee that each of the Principal Debtor and the Mortgagor will on demand in writing made to the Principal Debtor or the Mortgagor, pay or discharge the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due and in the manner provided for in the document under which liability for such Secured Obligations arises.

3.2 On any such demand being made, the Security Trustee may also immediately crystallise, or direct the relevant Secured Party to crystallise, any future obligations of the Mortgagor and/or the Principal Debtor to pay any amounts due under any bills or notes which are held by any Secured Party and to which the Principal Debtor and/or the Mortgagor is a party whether as drawer, acceptor, maker or endorser without any deduction, withholding or set off whatsoever. The Security Trustee shall be at liberty from time to time to give time for payment of any bills of exchange, promissory notes or other securities which may have been discounted for or received on account from the Mortgagor and/or the Principal Debtor by any Secured Party or on which the Mortgagor and/or the Principal Debtor shall or may be liable as drawer, acceptor, maker, endorser or otherwise to any parties liable thereon or thereto as the Security Trustee in its absolute discretion shall think fit without releasing the Mortgagor and/or the Principal Debtor or affecting the Mortgagor's and/or the Principal Debtor's liability under this Legal Charge or the security created by it.

3.3 So far only as the liabilities of the Principal Debtor are concerned the continuing nature of the security created by this Legal Charge may be determined at the expiration of three calendar months after the receipt by the Security Trustee from the Mortgagor of notice in writing to determine it and the amount secured by this Legal Charge in respect of such liabilities shall on the expiration of such notice be crystallized except as regards unascertained or contingent liabilities and additional sums for interest costs and expenses.

3.4 As between the Principal Debtor on the one hand and the Mortgagor and the Mortgaged Property on the other hand the Principal Debtor shall be primarily liable for the payment of

the monies hereby covenanted to be paid by the Principal Debtor but this provision shall not affect the Security Trustee (or any other Secured Party) or in any way preclude the Security Trustee (or other Secured Party) from enforcing or having recourse to all or any remedies or means for recovering payment thereof which may be available under this Legal Charge or otherwise at such times and in such order and manner as the Security Trustee (or any other Secured Party) shall think fit.

3.5 Default interest on the Secured Obligations shall accrue in respect of any overdue amount from its due date or, in the case of any cost, charge, loss, liability, expense and other amount referred to in Clause 17 (Costs and Expenses) from the date such amount was expended, paid or debited on account by the Security Trustee or any other Secured Party (without the necessity of any demand being made for payment thereof), in each case, up to the date of actual payment (both before and after judgment) at the Default Rate. Any default interest accruing under this paragraph shall be immediately payable by the Principal Debtor or the Mortgagor on demand by the Security Trustee or any other Secured Party. Unless otherwise agreed, such default interest (if unpaid) will be compounded with the relevant overdue amount or cost, charge, loss, liability, expense and other amount referred to in Clause 17 (Costs and Expenses) on a monthly basis but will remain immediately due and payable.

4. SECURITY

4.1 General

All security created by the Mortgagor under this Clause 4 is:

(a) continuing security for the payment and discharge of the Secured Obligations;

(b) granted with full title guarantee;

(c) granted in respect of all the right, title and interest (if any), present and future of the Mortgagor in and to the relevant Security Asset; and

(d) granted in favour of the Security Trustee to hold on trust for and on behalf of the Secured Parties.

4.2 Charges

(a) The Mortgagor hereby charges:

(i) by way of legal mortgage all the Mortgaged Property and all the interest of the Mortgagor in the Mortgaged Property TOGETHER with all buildings, fixtures including trade fixtures (if any) and fixed plant and machinery from time to time on the Mortgaged Property together with all estates, rights, title, options, easements and privileges benefitting the same including all beneficial interests and rights in the Mortgaged Property and in any proceeds of sale or disposal of any part of the Mortgaged Property;

(ii) by way of first fixed charge any shares held by the Mortgagor in any company from time to time which has any rights in or is connected to the Mortgaged Property; and

(iii) by way of first fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties relating to the Mortgaged Property.

(b) The Mortgagor hereby assigns and agrees to assign all of its right, title, estate and other interests in and to all rents and other sums at any time payable by any tenants or licensees or occupiers of the Mortgaged Property together with the benefit of all its rights and remedies relating to them subject to redemption upon repayment of the Secured Obligations.

(c) The Mortgagor hereby assigns and agrees to assign all of its right, title, estate and other interests in and to all monies from time to time payable to the Mortgagor under or pursuant to all present and future contract or policies of insurance to which it is entitled in relation to the Mortgaged Property including without limitation the refund of any premiums subject to redemption upon repayment of the Secured Obligations.

(d) The Mortgagor hereby charges by way of first fixed charge the Business.

4.3 **Implied covenants of title**

The covenant set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to this Clause 4. It shall be implied in respect of this Clause 4 that the Mortgagor is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4.4 **Ownership**

The Mortgagor is the legal and beneficial owner of, and has good and marketable title to, the Security Assets, in each case, free from security (other than that created by or pursuant to this Legal Charge) and restrictions and onerous covenants.

5. LAND REGISTRY

5.1 The Mortgagor hereby requests if the Mortgaged Property is registered at the Land Registry (and against any title to any unregistered property making up the Mortgaged Property which is the subject of a first registration of title at the Land Registry) the Chief Land Registrar:

(A) to enter the following restriction into the register in favour of the Security Trustee:

"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 [insert date] in favour of Barclays Security Trustee Limited as referred to in the charges register", and

(B) to enter an obligation to make further advances on the Charges Register relating to the Mortgaged Property.

5.2 The Mortgagor certifies to the Land Registry that the security interest created under or pursuant to this Legal Charge does not contravene any of the provisions of the articles of association or other constitutive documents of the Mortgagor if applicable.

6. REPRESENTATIONS

6.1 The Mortgagor represents and warrants that:

(a) it has full power and authority and is legally empowered to enter into this Legal Charge and to grant security over the Mortgaged Property on the terms set out herein;

(b) it has taken all necessary actions (including corporate actions) to authorise the acceptance of and the exercise of its rights under this Legal Charge and the performance of its obligations under this Legal Charge and all other documents to be entered into by it in connection herewith;

(c) there is no legal or other restriction on its ability to enter into and perform its obligations in respect of this Legal Charge, including that such entry or performance will not constitute a breach of any law, regulation or official directive to which it is subject or any agreement by which it is bound;

(d) this Legal Charge will be valid, binding and enforceable in accordance with its terms;

(e) neither the Mortgagor, nor any of its affiliates is either:

(i) listed, or is owned or controlled, directly or indirectly, by any person which is listed on an SDN List; or

(ii) located, organised or resident in a country which is the subject of sanctions by any Authority;

(f) no Security Interest (other than the Security Interests created or expressed to be created by or pursuant to this Legal Charge) exists on, over or in relation to any of the Mortgaged Property or any other assets being charged pursuant to this Legal Charge at the date of this Legal Charge;

(g) any assets being charged pursuant to this Legal Charge which are in the form of shares are fully paid and not subject to any option to purchase or similar rights. The constitutional documents of companies whose Securities are subject to the security created by this Legal Charge do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Security; and

(h) no "warning notice" or "restrictions notice" (as defined in Clause 1(2) of Schedule 1B of the Companies Act 2006) has been issued in respect of all or any part of the shares.

Each of the above representations of this Clause 6 will be correct and complied with in all respects at all times during the Security Period as if repeated by reference to the then existing circumstances.

7. GENERAL UNDERTAKINGS

7.1 The Mortgagor undertakes to procure that:

(a) it shall not make any material change in the scope or nature of its business;

(b) if the Mortgagor is a partnership, it shall notify the Security Trustee in writing immediately of any change in the membership of the partnership. Whenever possible such notification shall be given in advance of such change; and

(c) if the Mortgagor comprises one or more trustees, it shall give to the Security Trustee not less than 28 days' prior written notice of the proposed retirement of any trustee or the appointment of any new trustee (which shall not be effected without the prior written consent of the Security Trustee) and shall notify the Security Trustee in writing immediately upon the death of any trustee or the dissolution of any firm or corporation acting as trustee.

8. UNDERTAKINGS

8.1 General

(a) The Mortgagor covenants with the Security Trustee that during the continuance of this security that it will not (without the prior written consent of the Security Trustee):

(i) create or agree to create or permit to subsist any mortgage or other fixed charge or other security of any kind over the Mortgaged Property or other assets charged pursuant to this Legal Charge;

(ii) sell, assign, transfer, part with or share possession or otherwise dispose of or deal with its interest in the Mortgaged Property or other assets charged pursuant to this Legal Charge;

(iii) create or grant any interest in the Mortgaged Property or any other asset secured by this Legal Charge in favour of a third party; or

(iv) sever or remove any of the fixtures forming part of its Mortgaged Property, if to do so would be reasonably expected to have a materially adverse effect on the value, saleability or use of the Mortgaged Property or the enforceability of this Legal Charge.

(b) During the continuance of this security, no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the prior consent in writing of the Security Trustee.

(c) During the continuance of this security the Mortgagor shall have no statutory or other power to vary the terms of any lease or underlease of or relating to the Mortgaged Property or any part thereof without the prior consent in writing of the Security Trustee.

(d) The Mortgagor shall immediately on execution of this Legal Charge or, in relation to any occupational lease coming into existence after the date of this Legal Charge, upon the Mortgagor entering into that occupational lease, give notice to each tenant in such form as is approved by the Security Trustee and shall procure that such tenant gives to the Security Trustee within a reasonable time of the execution of this Legal Charge or the occupational lease, as appropriate, a duly completed acknowledgement of such notice. If the Mortgagor fails to do so, the Security Trustee may give such notice.

(e) The Mortgagor hereby covenants with the Security Trustee that:

(i) immediately upon execution of this Legal Charge, to deposit with the Security Trustee, all deeds and documents relating to any occupational interest at the Mortgaged Property and any title insurance policies unless held by the Mortgagor's solicitor (being Mayo Wynne Baxter LLP as at the date of this Legal Charge) to the order of the Security Trustee and to deposit with the Security Trustee or such solicitor at any time thereafter any further such deeds and other documents relating to such occupational interests or title insurance policies, promptly upon coming into possession of any of those items;

(ii) without prejudice to paragraph (i) above, following execution of this Legal Charge, on written demand to deposit with the Security Trustee all title deeds and other documents constituting or evidencing title to the Mortgaged Property, unless held by the Mortgagor's solicitor (being Mayo Wynne Baxter LLP as at the date of this Legal Charge) to the order of the Security Trustee and to deposit with the Security Trustee or such solicitor at any time thereafter on written demand any further such title deeds and documents;

(iii) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall, during the continuance of this security, be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Security Trustee;

(iv) upon any such registration the Mortgagor will forthwith deliver to the Security Trustee copies of evidence of registration (including a copy of the title plan and register for each registered title in respect of the Mortgaged Property) and such title plans and registers delivered to the solicitor holding the title deeds to the Security Trustee's order in accordance with paragraph (i) above; and

(v) the Mortgagor will comply with all planning laws and regulations and the terms of any authorisation in respect of any such planning laws or regulations, in each case relating to the Mortgaged Property.

8.2 **Environment**

The Mortgagor undertakes to the Security Trustee that during the continuance of the security constituted by this Legal Charge it shall at all times:

(a) obtain and maintain in full force and effect all Environmental Approvals and ensure that the business and/or operations carried on at the Mortgaged Property comply in all respects with all Environmental Laws and Environmental Approvals;

(b) promptly on becoming aware of it, inform the Security Trustee of any Environmental Claim which has been made or threatened against the Mortgagor or any occupier of the Mortgaged Property setting out the action which is to be taken with respect to that Environmental Claim; and

(c) notify the Security Trustee promptly on becoming aware of any Environmental Contamination at or brought on to the Mortgaged Property or circumstances likely to lead to Environmental Contamination which might give rise to any Environmental Claim, and take or procure the taking of all necessary action to deal with, remedy or remove from the Mortgaged Property or prevent the incursion of (as the case may be) that Environmental Contamination or circumstances likely to lead to Environmental Contamination so as to prevent an Environmental Claim, endeavouring always to minimise the danger or harm arising to the environment.

8.3 **Compliance**

During the continuance of this security the Mortgagor shall:

(a) obtain and maintain all consents and observe and perform all covenants, stipulations, requirements, court orders, regulations and obligations from time to time affecting the Mortgaged Property and comply with all requirements of any authority and all obligations under any statute, bye-laws, and regulations relating to the whole or any part of the Mortgaged Property; and

(b) give full details to the Security Trustee of any notice, order, direction, designation, resolution, proposal or other matter given or made by any authority (whether or not under any planning legislation, regulations and/or bye-laws) and relating to the Mortgaged Property or the area in which the Mortgaged Property is situated and if required by the Security Trustee take all necessary steps to comply with such notice.

8.4 **Pay outgoings**

During the continuance of this security, the Mortgagor shall punctually pay or cause to be paid all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time payable, charged, assessed on or in respect of the Mortgaged Property or any part of it.

9. INFORMATION AND ACCESS

The Mortgagor shall:

(a) from time to time on request by the Security Trustee, provide the Security Trustee with such information as the Security Trustee may reasonably require about Mortgaged Property and its compliance with the terms of this Legal Charge;

(b) permit the Security Trustee, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice to inspect the Mortgaged Property (including, without limitation, for the purposes of conducting a valuation of the Mortgaged Property); and

(c) promptly notify the Security Trustee of any litigation, arbitration or administrative proceedings commenced, pending or threatened against it or any of its Subsidiaries or any other event which is reasonably likely to adversely affect the value or otherwise depreciate, impair or prejudice the Mortgaged Property and/or any other asset charged pursuant to this Legal Charge or result in the security created by this Legal Charge becoming enforceable.

10. OBLIGATIONS WHERE THE MORTGAGED PROPERTY IS LEASEHOLD

The Mortgagor undertakes to the Security Trustee in respect of the Mortgaged Property (where the Mortgaged Property is leasehold) as follows:

(a) not at any time without the Security Trustee's prior consent in writing, to surrender to the landlord of the Mortgaged Property (the ***Landlord***) (whether formally or informally) any lease under which the Mortgaged Property is held or otherwise in any way voluntarily to give up possession of the Mortgaged Property to the Landlord or to vary the terms of the lease;

(b) to comply forthwith with any notice served on the Mortgagor by the Landlord under Section 146 of the Law of Property Act 1925 (or any statutory re-enactment thereof);

(c) to take all reasonable steps (including (if appropriate) but not limited to making an application to the court for relief against forfeiture) to prevent the Landlord from lawfully exercising a right, peaceably, to re-enter the Mortgaged Property;

(d) to inform the Security Trustee forthwith (and in any event prior to leaving the Mortgaged Property vacant) of any intention to leave the Mortgaged Property vacant for a period in the case of residential property, of 28 days or more and in the case of commercial property, for 14 days or more;

(e) to comply at all times with the covenants on the Mortgagor's part contained in the lease under which the Mortgaged Property is held and to pay the rent and any other sums payable under the lease promptly and to provide forthwith to the Security Trustee following receipt of a request to that effect from the Security Trustee due evidence of the payment to the landlord of all such sums;

(f) forthwith, on receipt of the same, to forward to the Security Trustee copies of all notices of whatever kind or other correspondence or communications received from the Landlord relating to alleged breaches of any covenant contained in the lease; and

(g) to advise the Security Trustee forthwith (and thereafter to keep the Security Trustee fully informed as to the progress) of any dispute or potential dispute between the Mortgagor and the Landlord giving details of the nature of the dispute, the facts resulting in the dispute and any other relevant information.

11. COVENANTS

The Mortgagor by executing this Legal Charge covenants with the Security Trustee that the Mortgagor during the continuance of this security:

(a) will keep all buildings now or for the time being subject to this security adequately insured against loss or damage by fire and such other risks as the Security Trustee may from time to time require to the full replacement value thereof (having regard to any possible increases in building costs and including the costs of demolition, costs of alternative accommodation and architect's, engineer's, surveyor's and other professional fees) with an insurance office or underwriters approved by the Security Trustee in writing from time to time and if so required by the Security Trustee in the joint names of the Mortgagor and the Security Trustee and will duly pay all premiums and other monies necessary for effecting and keeping up such insurance within one week of the same becoming due or, if a shorter time period, the time period for payment specified by the insurers, and will on demand produce to the Security Trustee the policies of such insurance and the receipts for such payments;

(b) will keep all buildings now or for the time being subject to this security in good repair and condition;

(c) will keep all the utilities on the Mortgaged Property and/or serving the Mortgaged Property and any heating system in good working order;

(d) will not without the prior consent of the Security Trustee make any structural or material alteration to the Mortgaged Property;

(e) will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property;

(f) acknowledges at any time after payment of the monies secured by this Legal Charge has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Security Trustee may as the case may be insure and keep insured the Mortgaged Property in any sum which the Security Trustee may think expedient or may repair and keep in repair the Mortgaged Property or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession);

(g) will manage the Mortgaged Property, any person occupying the whole or any part of the Mortgaged Property in accordance the principles of good estate management and in any manner that the Security Trustee in its sole discretion may require; and

(h) acknowledges all monies expended by the Security Trustee under this provision shall be deemed to be properly paid by the Security Trustee.

12. APPLICATION OF INSURANCE PROCEEDS

All monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the Mortgaged Property or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant contained in Clause 11 (*Covenants*) of this Legal Charge or independently of or otherwise than in pursuance of such obligation) shall as the Security Trustee requires either be applied in making good the loss or damage in respect of which the monies are received or be paid to the Security Trustee in or towards payment of the monies for the time being secured by this Legal Charge or such part or parts thereof as the Security Trustee may require.

13. POWERS ON ENFORCEMENT

(a) Section 103 of the Law of Property Act 1925 shall not apply to this security but the statutory power of sale, shall as between the Security Trustee and a purchaser from the Security Trustee, arise on and be exercisable at any time after the execution of this security, provided that the Security Trustee shall not exercise the said power of sale until payment of the monies secured by this Legal Charge or any part thereof has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

(b) Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages, shall not apply to this security. Each party to this Legal Charge understands that under the Land Registration Act 2002, this Legal Charge (including any attachments) will be available for inspection by any person upon application to the Land Registry.

14. RECEIVER

14.1 Appointment of Receiver

(a) At any time after the Security Trustee shall have demanded payment of any monies secured by this Legal Charge or if requested by the Mortgagor, the Security Trustee may (unless precluded by law) without further notice appoint under seal or in writing any one or more qualified persons to be a Receiver of all or any part of the Security Assets, to act together or independently of the other or others appointed to the extent applicable.

(b) In this Clause 14, a "**qualified person**" means a person who, under the Insolvency Act 1986, is qualified to act as a Receiver of the property of any company or individual with respect to which that person is appointed.

14.2 **Powers of Receiver**

(a) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts, defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed under that Act and in particular by way of addition to, but without limiting any general powers referred to in this Legal Charge (and without prejudice to any of the Security Trustee's powers), the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things:

(i) **Take possession**: to take possession of, collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as the Receiver shall think fit;

(ii) **Protection of assets**: to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as the Receiver may in his absolute discretion think fit;

(iii) **Raising finance**: to raise money from the Security Trustee (or any Secured Party) or others on the security of the Mortgaged Property or otherwise;

(iv) **Services for tenants**: to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as the Receiver shall think fit;

(v) **Leasehold Mortgaged Property**: if the Mortgaged Property is leasehold, to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as the Receiver shall think fit and so that any such new lease shall ipso facto become charged to the Security Trustee on the terms hereof, so far as applicable and to execute a formal legal charge over any such new lease in favour of the Security Trustee in such form as it may require;

(vi) **Sell, let etc.**: to sell, let or lease or concur in selling, letting or leasing and to vary the terms of, terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term, with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor or otherwise and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Receiver shall think fit;

(vii) **Compromise**: to make any arrangement or compromise which the Receiver shall think fit;

(viii) **Maintenance**: to make and effect all repairs, improvements and insurances;

(ix) **Carry on business**: to carry on or concur in carrying on the Business (if any) and for that purpose to raise money from the Security Trustee (or any Secured Party) or

others on the security of the Mortgaged Property or otherwise and to transfer the goodwill of the Business (if any) with the Mortgaged Property;

(x) **Resources**: to use all stock and chattels at the Mortgaged Property for the purpose of carrying on the Business (if any);

(xi) **Maintain Licences**: to apply for and obtain whether in the Receiver's own name or otherwise all licences, consents, registrations and approvals which may be necessary for the lawful running of the Business (if any) (***Licences***) and to insure all Licences against forfeiture, suspension or non-renewal;

(xii) **Engaging persons to carry on Business**: to engage such persons as the Receiver may in its absolute discretion consider necessary or desirable for the running of the Business (if any) upon such terms and conditions as the Receiver shall deem fit;

(xiii) **Acquire assets**: to buy in all such stock and chattels as the Receiver shall in its absolute discretion consider necessary or desirable for the running of the Business (if any);

(xiv) **Books and records**: to have access to, to use and to make up the books and records of the Business (if any);

(xv) **Contracts**: to carry on existing contracts and to enter into such new contracts for such purposes as the Receiver shall deem necessary for the running of the Business (if any);

(xvi) **Appointments**: to appoint managers, officers, contractors, advisors and agents for the above purposes upon such terms as to remuneration or otherwise as the Receiver may determine; and

(xvii) **General powers**: to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Receiver lawfully may or can do,

provided that the Receiver shall not be authorised to exercise any of the above powers, if and insofar and so long as the Security Trustee has in writing excluded those powers whether at the time of the Receiver's appointment or subsequently.

(b) The statutory powers of sale leasing and accepting surrenders exercisable by the Security Trustee hereunder, are hereby extended so as to authorise the Security Trustee whether in its own name or in that of the Mortgagor or otherwise to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor or otherwise and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Security Trustee in its absolute discretion shall think fit.

14.3 **Removal**

The Security Trustee may from time to time by writing remove any Receiver appointed by it (so far as it is lawfully able) 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.

14.4 **Remuneration**

(a) The Security Trustee may from time to time, fix the remuneration of any Receiver appointed by it (which remuneration may be or include a commission calculated by reference to the gross amount of all moneys received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Mortgagor or any other person or the performance or discharge of any obligation imposed upon the Receiver by statute or otherwise) but such remuneration shall be payable by the Mortgagor alone, and sections 109(6) and (8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed under this Legal Charge.

(b) The amount of such remuneration may be debited by the Security Trustee to any account of the Mortgagor held with a Secured Party, but shall, in any event, form part of the Secured Obligations and accordingly be secured on the Security Assets under the security contained in this Legal Charge.

14.5 **Extent of Appointment**

The exclusion of any Security Assets from the appointment of the Receiver, shall not preclude the Security Trustee from subsequently extending the Receiver's or Receivers' appointment (or that of their replacement) to that part or appointing another Receiver over any other part of the Security Assets.

14.6 **No liability as mortgagee in possession**

None of the Secured Parties shall, nor shall any Receiver appointed as aforesaid, by reason of it or the Receiver entering into possession of the Security Assets or any part of them, be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

14.7 **Agent of the Mortgagor**

(a) Every Receiver of the Mortgagor duly appointed by the Security Trustee under the powers in that respect contained in this Legal Charge, shall be deemed to be the agent of the Mortgagor for all purposes and shall as such agent for all purposes be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925.

(b) The Mortgagor alone shall be responsible for the contracts, engagements, acts, omissions, defaults and losses of the Receiver and for liabilities incurred by the Receiver and no Secured Party shall incur any liability for them by reason of the Security Trustee appointing such Receiver or for any other reason whatsoever.

14.8 **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 Legal Charge (either expressly or impliedly) upon a Receiver of the Security Assets may be exercised after the security created under this Legal Charge becomes enforceable by the Security Trustee in relation to the whole of such Security Assets or any part of them without first appointing a Receiver of such property or any part of it or notwithstanding the appointment of a Receiver of such property or any part of it.

15. FURTHER ASSURANCES

15.1 The Mortgagor shall on demand execute any document and do any other act or thing (in either case, at the expense of the Mortgagor) which the Security Trustee (or any other Secured Party) may reasonably specify for protecting, preserving or perfecting any security created or intended to be created by this Legal Charge or for facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the powers, rights and discretions of the Security Trustee (or any other Secured Party) under this Legal Charge, including the execution of all releases, transfers, assignments and other documents and the giving of all notices, orders, instructions, directions and requests for any consents to enable the property to be charged which the Security Trustee (or any other Secured Party) may reasonably request.

15.2 The Mortgagor by way of security by executing this Legal Charge irrevocably appoints each of the Security Trustee and any Receiver or Delegate appointed under this Legal Charge jointly and severally to be its attorney with full power of delegation in its name and on its behalf:

(a) to sign, execute, seal, complete and deliver any document, deed, agreement, instruments or act which the Security Trustee or such Receiver or Delegate may require for perfecting the title of the Security Trustee to the Mortgaged Property or for vesting the same in the Security Trustee, its nominees or any purchaser or generally for any of the purposes set out in this Legal Charge;

(b) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or a Receiver or Delegate under this Legal Charge or which may be deemed expedient by the Security Trustee or a Receiver or a Delegate in connection with any disposal, realisation or getting in by the Security Trustee or such Receiver or Delegate of the Mortgaged Property or any part thereof or in connection with any other exercise of any power under this Legal Charge.

15.3 The Mortgagor shall ratify and confirm all transactions entered into by the Security Trustee, any Receiver or any Delegate of the Security Trustee in the exercise or purported exercise of the Security Trustee's or the Receiver's respective powers and all things done by the Security Trustee, such Receiver or Delegate by virtue of any power of attorney given by this Clause 15.

15.4 The Mortgagor hereby acknowledges that the power of attorney hereby granted to the Security Trustee, any Receiver and its Delegates and substitutes is granted irrevocably and for value as part of the security constituted by this Legal Charge to secure the proprietary interests

of and the performance of obligations owed to the respective donees within the meaning and for the purposes of the Powers of Attorney Act 1971.

15.5 All powers of the Receiver hereunder may be exercised by the Security Trustee whether as attorney of the Mortgagor or otherwise and whether or not the Receiver has been appointed.

16. CO-OPERATION WITH THE RECEIVER

16.1 Each of the Mortgagor and the Principal Debtor (or either of them as the case may be) covenants with the Security Trustee as follows:

(a) that the Mortgagor and the Principal Debtor (or any of them as the case may be) will co-operate with the Receiver in his running of the Business (if any) and will afford the Receiver the opportunity to inspect and copy the books and records of the Business (if any) as and when requested;

(b) that the Mortgagor and the Principal Debtor (or any of them as the case may be) will upon request provide the Receiver with such information as the Receiver may require in connection with the Business (if any);

(c) not to remove the books and records of the Business (if any) from the Mortgaged Property; and

(d) not to remove any of the stock or chattels from the Mortgaged Property save that nothing in this Clause 16.1 shall prevent the Mortgagor or the Principal Debtor from removing or destroying stock or chattels which are no longer fit for the purpose for which they were intended or from using or selling the stock in the ordinary course of trading.

16.2 In relation to the Business (if any) the Mortgagor and the Principal Debtor (or any of them as the case may be) covenant(s) with the Security Trustee as follows:

(a) to endorse and transfer or cause to be endorsed and transferred any Licences to the Security Trustee or the Receiver or such other person as the Security Trustee or the Receiver may nominate and give all notices and make all applications required to effect the legal transfer of any Licences or for obtaining new Licences to or for the Security Trustee, the Receiver or such other persons, as the Security Trustee or the Receiver may nominate;

(b) to preserve and renew as necessary all Licences;

(c) to conduct the Business (if any) in a lawful and proper manner to the best advantage and not to do or permit any act or thing which may endanger the Licences or render them void or voidable or liable to be forfeited or suspended or subject to any penalty or disqualification;

(d) to insure (in a sum required by the Security Trustee from time to time) the Licences against forfeiture, suspension or non-renewal and to produce on demand evidence satisfactory to the Security Trustee that such insurance is in force; and

(e) not to create any further mortgage or charge of the goodwill.

16.3 Each of the Mortgagor and the Principal Debtor by executing this Legal Charge irrevocably authorises the Security Trustee, the Receiver or any nominee or Delegate of the Security Trustee or the Receiver whether in the Mortgagor's and/or the Principal Debtor's name or otherwise to sign any document and to do any other act or thing which may be requisite or necessary to protect or to effect any renewal or transfer of any Licences to the Security Trustee, the Receiver or any nominee or Delegate of the Security Trustee or the Receiver and this Legal Charge shall be conclusive proof of the Mortgagor's and the Principal Debtor's consent to protection, renewal or transfer of such Licences.

16.4 After the Receiver has been appointed the net profits of the Business (if any) after deduction of the costs and expenses referred to in Clause 17 (*Costs and Expenses*) shall be applied in or towards payment of the Secured Obligations and all losses incurred in the carrying on of the Business (if any) shall be recoverable from the Mortgagor or the Principal Debtor as a debt and may be debited to any account of the Mortgagor or the Principal Debtor held with a Finance Party as the case may be and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every remedy, lien or security which the Security Trustee may have or but for the said charge would have for the monies secured by this Legal Charge or any part thereof.

16.5 If any provision contained in this Clause 16 is or at any time becomes illegal, invalid or unenforceable in any respect the legality, validity or enforceability of the remaining provisions of this Legal Charge shall not be in any way affected or impaired thereby.

17. COSTS AND EXPENSES

17.1 All costs, charges and expenses incurred under this Legal Charge by the Security Trustee (whether acting in its personal capacity or as security trustee for the Secured Parties) (or any other Secured Party and their nominees, agents and Delegates) and all other monies paid by the Security Trustee (whether acting in its personal capacity or as security trustee for the Secured Parties) (or any other Secured Party and their nominees, agents and Delegates) in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all monies expended by the Security Trustee (or any other Secured Party) under Clause 11 (*Covenants*) of this Legal Charge and all costs of the Security Trustee or any other Secured Party and their nominees, agents and Delegates of all proceedings for enforcement of the security constituted by this Legal Charge or for obtaining payment of the monies secured by this Legal Charge or any part thereof or arising out of or in connection with the acts authorised by Clause 14 (*Receiver*) or Clause 15 (*Further Assurances*) (and so that any taxation of the Security Trustee's costs, charges and expenses shall be on the full indemnity basis) shall be recoverable so far as they relate to the liabilities of the Principal Debtor from the Principal Debtor and so far as they relate to the liabilities of the Mortgagor from the Mortgagor as a debt and may be debited to any account of the Principal Debtor and/or the Mortgagor and shall bear interest in accordance with Clause 3.5 and shall be charged on the Mortgaged Property and the charge conferred by this Legal Charge shall be in addition and without prejudice to any and every other remedy,

lien or security which the Security Trustee (or any other Secured Party) may have or but for the said charge would have for the monies secured by this Legal Charge or any part thereof.

17.2 The Mortgagor and the Principal Debtor shall on demand pay to or fully indemnify the Secured Parties, or other nominee or agent on an after-tax basis against all losses, actions, claims, costs (including legal costs), expenses, proceedings, liabilities and expenditure which the Security Trustee (whether acting in its personal capacity or as security trustee for and on behalf of the Secured Parties) or any other Secured Party, and any of their nominees or agents may suffer, pay or incur, acting reasonably, in connection with any payment or discharge in respect of the Secured Obligations (whether made by the Mortgagor and/or the Principal Debtor or a third person) being impeached or declared void for any reason whatsoever.

17.3 Where, pursuant to Clause 17.1 or 17.2 above, a sum is paid to the Secured Parties (or their nominees, agents or Delegates), the Mortgagor and the Principal Debtor shall, in addition, pay to any Secured Party in respect of value added tax:

(a) (except where the payment falls within paragraph (b) below), such amount as equals any value added tax charged to the relevant Secured Party (or their nominees, agents or Delegates) in respect of the matter which gives rise to the payment and which the relevant Secured Party (or their nominees, agents or Delegates) certifies is not recoverable by it by repayment or credit (such certificate to be conclusive in the absence of manifest error); and

(b) on any reimbursement of or indemnification for any commissions, costs, charges, expenses or other items incurred by the relevant Secured Party (or their nominees, agents or Delegates) as agent for the Mortgagor and/or the Principal Debtor, such amount as equals the amount included in the commissions, costs, charges, expenses or other items in respect of value added tax (and in such a case the relevant Secured Party (or their nominees, agents or Delegates) shall provide the Mortgagor and/or the Principal Debtor with an appropriate tax invoice in respect of such item, naming the Mortgagor and/or the Principal Debtor as recipient of the relevant supply).

17.4 The Mortgagor and the Principal Debtor agrees that no Secured Party will be held responsible for any loss suffered as a result of exercise of or failure to exercise by the Security Trustee (or any other Secured Party) of its rights under this Legal Charge, except in the case of gross negligence or wilful default of the relevant Secured Party.

18. CONTINUING SECURITY

This security shall be continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Secured Parties prior to the execution of this Legal Charge relating to the Mortgaged Property or to any other property or any other security which the Security Trustee may now or at any time after the date of this Legal Charge hold on trust for and on behalf of the Secured Parties in respect of the monies secured by this Legal Charge or any of them or any part thereof respectively.

19. ACCOUNTS

If any Secured Party receives notice that the Mortgagor has encumbered or disposed of the Mortgaged Property or any part thereof or on the expiration of written notice given under the provisions of Clause 3.3 be entitled to close the accounts of the Mortgagor and the Principal Debtor and to open a new account or accounts and (without prejudice to any right of the Security Trustee (or any other Secured Party) to combine accounts) no money paid into or carried to the Mortgagor's or the Principal Debtor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Secured Party on any such closed account. If any Secured Party does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor or the Principal Debtor to each Secured Party shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from each of the Mortgagor or the Principal Debtor to the that Secured Party at the time when it received such notice.

All payments made by a Secured Party to the Mortgagor or the Principal Debtor after a Secured Party receives such notice shall be deemed to have been first made out of any payments last received into any account of the Mortgagor or the Principal Debtor with the Secured Party.

20. SET OFF

20.1 The Security Trustee and any other Secured Party may at any time and from time to time without notice (but shall not be obliged to) set off (i) any obligation which is due and payable by the Mortgagor or the Principal Debtor to the Security Trustee, any other Secured Party and/or any other member of the Barclays Group and is unpaid against (ii) any obligation (whether or not matured) owed by the Security Trustee, any other Secured Party and/or any other member of the Barclays Group to the Mortgagor or the Principal Debtor as the case may be (with the difference between the amounts in (i) and (ii) being the ***Set Off Amount***) regardless of the place of payment, booking branch or currency of either obligation. Pursuant to the rights in the preceding sentence, any Secured Party may (and the Security Trustee may direct a Secured Party or other member of the Barclays Group to) debit an account held by the Mortgagor or the Principal Debtor, as the case may be, with any member of the Barclays Group by an amount up to and including the Set Off Amount.

20.2 If the obligations are in different currencies, the Security Trustee and any other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off and if when converted it leaves the Security Trustee (or any other Secured Party) (as applicable) with less than the amount due, the Mortgagor and the Principal Debtor must make good the amount of the shortfall on demand.

20.3 The Security Trustee and any other Secured Party may in its absolute discretion estimate the amount of any liability of the Mortgagor or the Principal Debtor which is contingent or unascertained and thereafter set off such estimated amount and no amount shall be payable by the Security Trustee or Secured Party (as applicable) to the Mortgagor or the Principal

Debtor unless and until all Secured Obligations have been ascertained and fully repaid or discharged.

21. PROCEEDS FROM THE MORTGAGED PROPERTY

21.1 At any time after payment of the monies secured by this Legal Charge or any part of it has been demanded and any part remains unpaid the Security Trustee may as agent of the Mortgagor and/or the Beneficial Owner (as applicable) remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor and/or the Beneficial Owner (as applicable) on demand and the Security Trustee shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor and/or the Beneficial Owner (as applicable) to the Security Trustee (or any other Secured Party).

21.2 The Mortgagor hereby covenants with the Security Trustee to pay any sums which become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or under any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Security Trustee may pay the said sum or discharge any charge created in pursuance of any such statute for securing the same and any monies paid by the Security Trustee under this Clause 21 shall be deemed to be expenses properly incurred by the Security Trustee hereunder.

22. DISCRETION AND DELEGATION

22.1 Any liberty or power which may be exercised or any determination which may be made under this Legal Charge by the Security Trustee or any Receiver may be exercised or made from time to time in its absolute and unfettered discretion without any obligation to give reasons.

22.2 Each of the Security Trustee and any Receiver may at any time delegate all or any of the rights conferred on it by this Legal Charge.

22.3 The delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Security Trustee or the Receiver may think fit.

22.4 Such delegation shall 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.

22.5 Under no circumstances shall the Security Trustee, nor any Secured Party, nor any Receiver or Delegate nor any officer, agent or employee of any of them be liable to the Mortgagor or the Principal Debtor or any other person, as the case may be, as a result of or in connection with any act, default, omission or misconduct on the part of any Delegate.

23. RELEASE

The Mortgaged Property shall not be released by time being given to the Principal Debtor or by any arrangement in relation to other securities or by any act matter or thing whether occurring before or after demand whereby the same might have been released (except an express release duly executed by or on behalf of the Security Trustee) and any monies which may not be otherwise recoverable under

this Legal Charge by reason of any legal limitation, disability or incapacity on or of the Principal Debtor shall nevertheless be recoverable from the Mortgaged Property as though such monies had been advanced to the Mortgagor as if the Mortgagor were the sole or principal debtor in respect thereof and this Legal Charge had secured such indebtedness.

24. BANKRUPTCY, WINDING UP

24.1 In the event of the insolvency, bankruptcy, administration, winding up or receivership proceedings or procedure as set out in Part 26 of the Companies Act 2006 or in the Insolvency Act 1986 or in relation to or with a view to any analogous proceedings or procedure in any jurisdiction or any arrangement with the creditors of the Principal Debtor:

(a) any monies secured by this Legal Charge shall be deemed to continue due and owing to the Security Trustee until the same are actually paid;

(b) the Mortgagor shall not until the Secured Parties have been fully repaid be entitled to participate in any other security held by the Security Trustee on trust for and on behalf of the Secured Parties or in monies received by the Secured Parties on account of monies due from the Principal Debtor;

(c) any dividends or payments received by the Secured Parties shall be taken and applied as payments in gross and shall not prejudice the right of the Secured Parties to recover out of the Mortgaged Property all the monies secured by this Legal Charge; and

(d) the Secured Parties shall be entitled to prove for the full amount of the claim of the Secured Parties and to retain the whole of the dividends to the exclusion of the rights (if any) of the Mortgagor in competition with the Secured Parties until the Secured Parties have been fully repaid.

25. TRANSFERS AND DISCLOSURE

25.1 Neither the Mortgagor nor the Principal Debtor may assign or otherwise transfer any of its rights or obligations under this Legal Charge.

25.2 The Secured Parties may at any time sell, assign, novate, securitise or otherwise transfer all or any part of their rights or obligations under this Legal Charge to any person at any time (a ***Transferee***). The Mortgagor and the Principal Debtor consent to the disclosure by the Secured Parties of any information and documentation directly or indirectly concerning this Legal Charge to any prospective or actual Transferee.

25.3 The Secured Parties may disclose any information relevant to this Legal Charge in the Secured Parties' possession relating to the Mortgagor and the Principal Debtor to:

(a) any other member or affiliate of the Barclays Group and our or their officers, directors, employees, auditors, partners, consultants and professional advisers;

(b) a governmental, banking, taxation or other regulatory authority;

(c) any person in connection with a securitisation of all or any part of the loan assets of any member of the Barclays Group from time to time;

(d) the Mortgagor and the Principal Debtor (as applicable);

(e) any person who may otherwise enter into contractual relations with any member of the Barclays Group in connection with this Legal Charge;

(f) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or governmental, banking, taxation or other regulatory authority or similar body;

(g) any rating agency (including its professional advisers) to enable the rating agency to carry out its normal rating activities;

(h) any credit reference agency; and

(i) any other obligor in respect of all or part of the Secured Obligations and any affiliate, holding company or subsidiary thereof.

26. FORBEARANCE

No delay or omission on the part of the Security Trustee (or any other Secured Party) in exercising any right, power or privilege under this Legal Charge will impair it or be construed as a waiver of it. A single or partial exercise of any right, power or privilege will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or privilege.

27. COUNTERPARTS

This Legal Charge may executed in any number of counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one instrument.

28. NOTICES, COMMUNICATIONS AND DEMANDS

28.1 Any notice, communication or demand under or in connection with this Legal Charge shall be in writing and shall be delivered personally, or by post to the Authorised Address and, if given by any Secured Party, may be made or given by any manager, officer or agent of that Secured Party or of any branch of that Secured Party.

28.2 Any notice, communication or demand made or delivered under or in connection this Legal Charge to the Mortgagor or the Principal Debtor will only be effective in the case of a letter which is sent by post, in a first-class prepaid letter where available, and is posted before the last collection of letters from the letter box in which it was posted has been made on any day, at 10.00 a.m. on the next succeeding day upon which a delivery of letters is made.

28.3 Any notice to any Secured Party shall be addressed in writing and sent by post to Barclays Security Trustee Limited Business Lending Services, PO Box 16276, One Snowhill, Snowhill

Queensway Birmingham, B2 2XE and shall only be effective when actually received by that Secured Party.

28.4 Demands under this Legal Charge may be made from time to time and, at any time, the liabilities and obligations of the Mortgagor under this Legal Charge may be enforced, irrespective of:

(a) whether any demands, steps or proceedings are being or have been made or taken against any other party to this Legal Charge (if any) and/or any third party; or

(b) whether or in what order any security to which any Secured Party may be entitled in respect of the monies and liabilities hereby covenanted to be paid or discharged by each of the Principal Debtor and the Mortgagor and any other obligations secured under this Legal Charge is enforced.

29. MISCELLANEOUS PROVISIONS

29.1 Any party to this Legal Charge which is a company certifies that this Legal Charge does not contravene any of the provisions of its constitutional documents.

29.2 If at any time any provision of this Legal Charge is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Legal Charge shall not in any way be affected or impaired.

29.3 Save as otherwise provided for in this Legal Charge, a person who is not a party to this Legal Charge has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar applicable legislation to enforce or to enjoy the benefits of this Legal Charge.

29.4 The Finance Parties and any nominee, agent, Delegate or Receiver may, subject to this Clause 29 and the Contracts (Rights of Third Parties) Act 1999 or any similar applicable legislation, rely on any clause of this Legal Charge.

29.5 Notwithstanding any term of this Legal Charge, the consent of any person who is not a party is not required to rescind or vary this Legal Charge or any other agreement entered into under or in connection with it.

29.6 This Legal Charge is intended to take effect as a deed notwithstanding the fact that any party may only execute this Legal Charge under hand.

30. GOVERNING LAW AND JURISDICTION

30.1 This Legal Charge and any non-contractual obligations arising from or in connection with it shall be governed by, and shall be construed in accordance with, the laws of England.

30.2 Each party irrevocably submits, for the exclusive benefit of the Secured Parties, to the jurisdiction of the English courts (but without prejudice to the Secured Parties' right to commence proceedings against any party in any other jurisdiction) and irrevocably waives any objection on the ground of venue or inappropriate forum or any similar grounds.

This Legal Charge guarantees the liabilities of the Principal Debtor. If the Principal Debtor does not repay, the Security Trustee (or any Secured Party) may enforce this Legal Charge instead of, or as well as, enforcing against the Principal Debtor. You are therefore strongly recommended to seek independent legal advice before signing.

This Legal Charge has been executed as a deed by the Mortgagor and the Principal Debtor and signed by the Security Trustee and is delivered on the date stated at the beginning of this Legal Charge.

Schedule

The Freehold property known as or being Fairborne House Chapel Lane Forest Row East Sussex comprised in the document(s) particulars of which are set out below:

Complete if title is not registered at time of Charge

Date	Description (Conveyance, Lease Assignment, Mortgage, Assent, etc.)	Parties

Complete if title is registered at time of Charge

Title Number(s) and Property Description	Administrative area	Registered Proprietor

EXECUTION PAGES

For and on behalf of Barclays Security Trustee Limited

Paul Jury
Director of Lending Operations

EXECUTED as a **DEED** by **On My Side, as Mortgagor**, acting by two directors/a director and its secretary

Signature of Director

ALISTAIR BAILEY
Name of Director (in BLOCK CAPITALS)

Signature of Director/Secretary

MARGARET J. BAILEY
Name of Director/Secretary (in BLOCK CAPITALS)

EXECUTED as a **DEED** by **On My Side, as Principal Debtor**, acting by two directors/a director and its secretary

Alistair Bailey

Signature of Director

ALISTAIR BAILEY

Name of Director (in BLOCK CAPITALS)

Margaret J Bailey

Signature of Director/Secretary

MARGARET J. BAILEY

Name of Director/Secretary (in BLOCK CAPITALS)