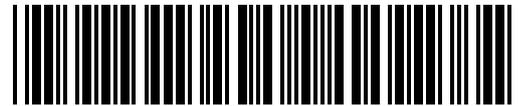




Registration of a Charge

Company Name: **TURNBULL PROPERTY DEVELOPMENT LIMITED**

Company Number: **09747553**



Received for filing in Electronic Format on the: **09/09/2022**

XBC5UQ9C

Details of Charge

Date of creation: **09/09/2022**

Charge code: **0974 7553 0008**

Persons entitled: **BUSINESS LENDING RESIDENTIAL FUNDING 4 LIMITED**

Brief description: **THE SECURITY AS DESCRIBED AND REFERRED TO IN MORE DETAIL IN THE INSTRUMENT.**

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

Certified by: **KEN DELAGUA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9747553

Charge code: 0974 7553 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th September 2022 and created by TURNBULL PROPERTY DEVELOPMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th September 2022 .

Given at Companies House, Cardiff on 13th September 2022

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**

Date: 9th September 2022

TURNBULL PROPERTY DEVELOPMENT LIMITED

Business Lending Residential Funding 4 Limited

Charge Over Shares

(guarantor)

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THIS DEED is made the ^{9th}..... day of September..... 2022

BETWEEN:

- (1) **TURNBULL PROPERTY DEVELOPMENT LIMITED** (Company Number 09747553) whose registered office is at C/O Arundales Stowe House, 1688 High Street, Knowle, Solihull, West Midlands, United Kingdom, B93 0LY (the "Chargor"); and
- (2) **BUSINESS LENDING RESIDENTIAL FUNDING 4 LIMITED** (Company Number 13546217) whose registered office is at Crown House, One Crown Square, Woking, Surrey, GU21 6HR (the "Lender").

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

"**Act**" means the Law of Property Act 1925;

"**Borrower**" means **TURNBULL DEVELOPMENT MIDLANDS LIMITED** (Company Number 14106776) whose registered office is at C/O Arundales Stowe House, 1688 High Street, Knowle, Solihull, West Midlands, United Kingdom, B93 0LY;

"**Charged Assets**" means all or any of the assets of the Chargor which are the subject of any Security created by this Deed;

"**Conditions**" means the Lender's Standard Lending Conditions 2021 a copy of which is attached to the Offer and otherwise referred to in the Offer (as they may be amended, supplemented or replaced from time to time);

"**Credit Agreement**" means the Offer and the Conditions together;

"**Default Rate**" means the rate and in the manner agreed between the Lender and the Borrower in respect of any corresponding Secured Obligations or in the absence of agreement or a corresponding Secured Obligation at the rate of 4% per annum above the base rate of Barclays Bank PLC from time to time;

"**Dividends**" means all dividends, interest and other distributions paid or payable on or in respect of the Shares;

"**Event of Default**" means any event or circumstances specified as such in the Conditions or any failure by the Chargor to comply with any provision of this Deed or any other Security in favour of the Lender ;

"**Offer**" means the letter dated 30th June 2022 from the Lender to the Borrower in respect of the offer of a loan in the amount of £1,886,065.00 (or thereabouts) and which has attached or otherwise refers to the Conditions;

"**Receiver**" means a receiver or receiver and manager appointed by the Lender under this Deed;

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) (as amended) or (where the context admits) equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements;

"Secured Obligations" means all present and future obligations and liabilities of each and all of the Chargor and the Borrower owed or expressed to be owed to the Lender whether actual or contingent and whether owed or incurred alone or jointly and/or severally and as principal or as surety or in any other capacity or of any nature;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations are capable of becoming outstanding; and

"Shares" means the shares, stocks or other securities in the Borrower specified in Schedule 1 (*Particulars of the Shares*) and any other shares, stocks or securities in the Borrower issued and/or allotted to the Chargor from time to time.

1.2 Construction

(a) Unless the context otherwise requires, any reference in this Deed to:

- (i) **"assets"** includes present and future properties, revenues and rights of every description and includes the proceeds of sale of any such asset;
- (ii) **he "Chargor", the "Borrower", the "Chargor", the "Lender" or any other person** includes its respective successors in title, permitted assigns and or permitted transferees;
- (iii) **the "Charged Assets", the "Dividends", the "Shares" or the "Secured Obligations"** includes a reference to any part of them or it;
- (iv) **this "Deed" or any other agreement or document** is a reference to this Deed or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, supplemented, novated, extended or restated;
- (v) a **"person"** includes any person, 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 a separate legal personality);
- (vi) a **provision of law** is a reference to that provision as amended or re-enacted and includes any subordinate legislation;
- (vii) 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;
- (viii) **"this Security"** means any Security created or constituted by this Deed;

- (ix) the "winding-up" of a person includes the amalgamation, reconstruction, reorganisation, dissolution, liquidation, winding-up, merger or consolidation of that person, and any equivalent or analogous procedure under the law of any jurisdiction in which the person is incorporated or resident or carries on a material part of its business or has material assets; and
 - (x) words in the singular include the plural and vice versa and words in one gender include any other gender.
- (b) A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
 - (c) The index to and the headings in this Deed are for convenience only and are to be ignored in construing this Deed.
 - (d) This Deed is a Finance Document

2. Covenant to Pay

2.1 Secured Obligations

The Chargor shall pay to the Lender or discharge all the Secured Obligations when due to the Lender, whether at maturity, on acceleration, on demand or otherwise.

2.2 Limit on Liability

The liability of the Chargor under Clause 2.1 (*Secured Obligations*) shall not exceed the amount or aggregate amounts realised by the Lender in exercising its rights under this Deed in relation to the Charged Assets, provided that this Clause 2.2 is without prejudice or limitation to any other obligation of the Chargor in respect of the Secured Obligations (including, but not limited to, any guarantee for the Secured Obligations) and to any obligation or liability of the Chargor arising under any other provision of this Deed.

3. Security

The Chargor with full title guarantee charges to the Lender by way of first fixed charge as a continuing security for the payment and discharge of the Secured Obligations all the Chargor's present and future right, title and interest in:

- (a) the Shares; and
- (b) the Dividends.

4. Deposit of share certificates and blank transfers

4.1 Deposit

The Chargor shall deposit with the Lender all share certificates or other documents of title to or representing the Shares immediately upon the execution of this Deed, together with such duly executed transfers or assignments (with the name of the transferee, date and consideration left blank) as the Lender may require, to the intent that the Lender may at any time without further notice complete the same and present them for registration and perfect the title of the Lender or its nominee to such Shares.

4.2 Custody

The Lender shall be entitled to provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with it or its nominees relating to the Shares and shall not be responsible for any loss or damage to any such certificates or documents.

5. Covenants for further assurance

5.1 Further Charged Assets

The Chargor shall upon the accrual, offer, issue or receipt of any Charged Assets deliver or pay to the Lender or procure the delivery or payment to the Lender of all such Charged Assets or the share certificates or documents of title to or representing them together with such duly executed transfers or assignments (with the name of the transferee, date and consideration left blank) as the Lender may require, to the intent that the Lender may at any time without notice complete the same and present them for registration and perfect the title of the Lender or its nominee to such Charged Assets.

5.2 Further assurance

The Chargor will, if so requested by the Lender or a Receiver at any time promptly and at the Chargor's expense, execute and deliver and do all deeds, instruments, transfers, powers of attorney, renunciations, proxies, notices, documents, acts and things in such form as the Lender or a Receiver may from time to time require for perfecting or protecting the Lender's Security over the Charged Assets or facilitating or effecting the realisation of the Charged Assets (including, in so far as it is able, procuring that any transfer of the Charged Assets in favour of the Lender or its nominee or any purchaser and any subsequent transfer by the Lender is duly registered in the books of the Borrower) or the exercise of any right, power or discretion exercisable by the Lender or any Receiver or any of its or their delegates or sub-delegates in respect of any Charged Asset.

5.3 Nominees

If any Charged Asset is registered in the name of a nominee the Chargor shall on demand provide to the Lender an equitable mortgage over such Charged Asset or power of attorney or acknowledgement of the rights created by this Deed over such Charged Asset in favour of the Lender in such terms as the Lender may require duly executed by or on behalf of such nominee.

6. Representations and warranties

The Chargor makes the representations and warranties set out in this Clause 6 to the Lender.

6.1 Ownership of Charged Assets

- (a) The Chargor is absolutely, solely and beneficially entitled to and the registered holder of all the Charged Assets as from the date they or any part of them falls to be charged under this Deed and the rights of the Chargor in respect of the Charged Assets are free from any Security other than a Security created by this Deed.
- (b) There are no agreements or arrangements (including, but not limited to, any restrictions on transfer or rights of pre-emption) affecting the Charged Assets in any way or which would or might in any way fetter or otherwise prejudice the rights of the Chargor or any mortgagee or chargee of the Charged Assets.

6.2 Security

This Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on the winding-up or administration of the Chargor or otherwise.

6.3 No disposals

The Chargor has not sold or otherwise disposed of or agreed to sell or otherwise dispose of or granted or agreed to grant any option in respect of all or any of the Chargor's right, title and interest in and to the Charged Assets.

6.4 The Shares

The Shares are duly authorised, validly issued and fully paid (or credited as fully paid up) and there are no monies or liabilities outstanding in respect of the Shares.

6.5 No unlawful financial assistance

Neither the Chargor, the Borrower nor any other person has done any act in relation to the acquisition of the Charged Assets by the Chargor which would involve a breach of section 151 of the Companies Act 1985 or Chapter 2 of Part 1B of the Companies Act 2006.

6.6 No shareholder agreements

Other than the Memorandum and Articles of Association or other constitutive documents of the Borrower and this Deed, no agreement exists between the Chargor and any other shareholder of the Borrower in respect of the share capital of the Borrower or their respective holdings in such share capital.

6.7 Choice of law

The choice of English law as the governing law of this Deed will be recognised and enforced in its jurisdiction of domicile.

6.8 Repetition

The representations and warranties set out in this Clause 6:

- (a) are made on the date of this Deed; and
- (b) are deemed to be repeated by the Chargor on each date during the Security Period with reference to the facts and circumstances then existing.

7. Undertakings by the Chargor

The undertakings in this Clause 7 are made in favour of the Lender and remain in force throughout the Security Period.

7.1 Restriction on dealing and negative pledge

The Chargor shall not without the prior written consent of the Lender:

- (a) permit any person other than the Chargor, the Lender or the Lender's nominee to be registered as holder of the Shares; or

- (b) create or purport to create or permit to subsist any Security (other than any Security created by this Deed) on or over the Charged Assets or any interest in the Charged Assets; or
- (c) sell, transfer or otherwise dispose of the Charged Assets or any interest in the Charged Assets or attempt or agree to do so.

7.2 Calls

The Chargor shall pay all calls and other payments when due and discharge promptly all other obligations in respect of the Shares (and if the Chargor does not do so, the Lender may make such payments on behalf of the Chargor, in which event any sums so paid shall be reimbursed on demand by the Chargor to the Lender and shall until repayment bear interest at the Default Rate).

7.3 Compliance with laws

The Chargor shall comply promptly with any notice served on it under the Companies Act 2006 and will comply with any law or regulation of any competent authority in any way related to or affecting the Charged Assets and with the conditions of any consent applicable to this Deed.

7.4 Preservation of Charged Assets

The Chargor shall not do or cause or permit to be done anything which is a variation or abrogation of the rights attaching to or conferred by the Charged Assets or which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the Charged Assets or this Deed and the Chargor will vote against and cause any director of the Borrower appointed by the Chargor to vote against any resolution which would have such an effect (if passed).

7.5 The Borrower

The Chargor shall procure that except with the prior written consent of the Lender:

- (a) no change is made to the present authorised or issued share capital of the Borrower nor to the Memorandum and Articles of Association or other constitutive documents of the Borrower; and
- (b) the Borrower shall not issue any shares, warrants, or other securities other than to the existing shareholders of the Borrower in proportion to their present shareholdings in the Borrower, such securities issued to the Chargor to be held on the terms of this Deed as Charged Assets.

7.6 Information

The Chargor shall provide a copy of any report, accounts, circular or notice received in respect of or in connection with any of the Charged Assets to the Lender without delay upon receipt by the Chargor.

7.7 People with significant control regime

The Chargor shall:

- (a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in the United Kingdom whose shares are the subject of this Security; and

- (b) promptly provide the Lender with a copy of that notice.

8. Dividends and votes

Whether the Charged Assets are registered in the name of the Chargor, the Lender or a nominee for the Lender:

- (a) before this Security has become enforceable, the Chargor may exercise or direct how the votes attaching to the Shares are to be exercised provided that:
 - (i) no vote shall be cast or right exercised or other action taken which would be inconsistent with or result in any breach of the terms and conditions of this Deed, or might have a material adverse effect on the value of the Shares, or might materially prejudice the interests of the Lender in the Charged Assets; and
 - (ii) the Chargor shall not, by the exercise of its voting rights do or otherwise permit or agree to any variation of the rights attaching to the Shares;
- (b) after this Security has become enforceable and the service of notice by the Lender to the Chargor the Lender may (at its absolute discretion), for the purpose of preserving the value of or realising this Security, exercise or direct how the votes and rights attached to the Charged Assets are to be exercised to the exclusion of the Chargor, and the Chargor shall on demand execute or cause to be promptly executed and delivered to the Lender all such proxies as the Lender may require for the purpose of enabling the Lender or such person as the Lender may select to exercise the voting or other rights referred to in this paragraph (b); and
- (c) at all times all Dividends shall be paid to the Lender and may be held by the Lender as part of the Charged Assets and/or applied by it as though they were proceeds of sale and if any such Dividend shall be received by the Chargor they shall be received and held by the Chargor in trust for the Lender until due payment to the Lender and shall promptly be paid over to the Lender in the same form as so received (with any necessary endorsement).

9. When Security becomes enforceable

9.1 Timing

This Security shall become immediately enforceable if:

- (a) an Event of Default occurs; or
- (b) the Chargor requests the Lender to exercise any of its powers under this Deed.

9.2 Enforcement

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of this Security in any manner it sees fit.

10. Enforcement of Security

10.1 Powers of the Lender

- (a) The Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees, except that section 103 of the Act does not apply.
- (b) In addition, to the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver of the Charged Assets may after this Security has become enforceable be exercised by the Lender in relation to any Charged Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10.2 Consideration on a disposal

The consideration for any sale or other disposal of the Charged Assets by the Lender or any Receiver in the exercise of their respective powers may (in addition to that permitted under the Act on a sale by the Lender) consist of cash, shares, securities, debentures or other valuable consideration, may fluctuate according to or dependent upon profit or turnover or be determined by a third party, and may be payable in a lump sum or in instalments (with or without security).

10.3 Liabilities In relation to the Charged Assets

- (a) Neither the Lender nor any Receiver shall be liable to account to the Chargor for anything except actual receipts or be liable for any loss on realisation or for any failure to present any coupon, interest or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or notify the Chargor or any such matter or for any failure to ensure that the correct amounts (if any) are paid and received in respect of the Charged Assets or for any negligence by its nominees or agents.
- (b) Neither the Lender nor its agents, managers, officers, employees, delegates and advisers nor any Receiver shall be liable to any claim, demand, liability, loss, damage, cost or expense incurred or arising in connection with the exercise or purported exercise of any right, power or discretion under this Deed in the absence of gross negligence or wilful misconduct.
- (c) Notwithstanding anything to the contrary in this Deed, the Chargor will remain liable to observe and perform all of the conditions and obligations relating to the Charged Assets and neither the Lender nor any Receiver will be under any obligation or liability with respect to the Charged Assets by reason of or arising out of this Deed. Neither the Lender nor any Receiver will be required in any manner to perform or fulfil any obligation of the Chargor in respect of the Charged Assets, and shall incur no liability for:
 - (i) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders, or other matters in relation to the Charged Assets or the nature or sufficiency of any payment whether or not the Lender or Receiver has or is deemed to have knowledge of such matters; or
 - (ii) taking any necessary steps to preserve rights against prior parties or any other rights relating to any Charged Assets.

10.4 Protection of third parties

No person (including, but not limited to, a purchaser) dealing with the Lender or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due to the Lender; or
- (d) how any money paid to the Lender or to the Receiver is to be applied.

10.5 Redemption of prior mortgages

At any time after this Security has become enforceable, the Lender may:

- (a) redeem any prior Security against any Charged Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Chargor.

All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Lender on demand and form part of the Secured Obligations.

10.6 General

- (a) For the purposes of all powers implied by statute or arising by law, the Secured Obligations are deemed to have become due on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The power to appoint a Receiver pursuant to Clause 11.1 (*Appointment*) is in addition to the power to appoint a Receiver under section 101 of the Act. Section 109(1) of the Act does not apply to this Deed.

10.7 Financial collateral

- (a) To the extent that the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under it constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of the Regulations), the Lender shall have the right at any time after this Security has become enforceable to appropriate all or any part of such financial collateral in or towards satisfaction of the Secured Obligations.
- (b) Where any financial collateral is appropriated:
 - (i) if the financial collateral is listed or traded on a recognised exchange or market index its value will be taken as the value at which it could have been sold on the exchange or index on the date of appropriation;

- (ii) in any other case, the value of the financial collateral will be such amount as the Lender determines having taken into account advice obtained by it from a reputable independent investment or accountancy firm selected by it,

and the Lender will give credit for the value of the financial collateral appropriated to its use. The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Regulations.

11. Receiver

11.1 Appointment

- (a) At any time after this Security has become enforceable, or if the Chargor so requests the Lender in writing at any time, the Lender may without further notice appoint by deed or in writing under its hand any one or more persons to be a Receiver of all or any part of the Charged Assets.
- (b) If a Receiver is appointed of part of the Charged Assets the Lender may subsequently extend the appointment to all or any other part of the Charged Assets or appoint another Receiver of any other part of the Charged Assets.

11.2 Removal

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver):

- (a) remove any Receiver appointed by it; and
- (b) whenever it deems it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it.

11.4 Payments to the Lender

Only monies actually paid by a Receiver to the Lender in satisfaction or discharge of the Secured Obligations shall be capable of being applied by the Lender for that purpose.

11.5 Agent of the Chargor

Each Receiver is deemed to be the agent of the Chargor for all purposes and accordingly is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone shall be responsible for his remuneration and for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and the Lender shall not incur any liability (either to the Chargor or to any other person) by reason of the Lender making his appointment as a Receiver or for any other reason.

11.6 Receivers of the same assets

If at any time any two or more persons hold office as Receivers of the same assets or income, each one of such Receivers shall be entitled (unless the contrary is stated in the instrument(s) appointing them) to exercise all powers and discretions conferred on Receivers by this Deed individually and to the exclusion of the other or others of them.

12. Powers of Receiver

12.1 General

Every Receiver has (subject to any limitation or restriction expressed in the instrument appointing him):

- (a) all the rights, powers and discretions conferred on a receiver appointed under the Act and on a receiver or an administrative receiver under the Insolvency Act 1986, or otherwise conferred by any law; and
- (b) all the rights, powers and discretions set out below in this Clause 12 or otherwise conferred by this Deed.

12.2 Possession and control

A Receiver may take possession of, collect and get in the Charged Assets, including (but not limited to) all Dividends, and may do anything which the Receiver considers appropriate for any such purpose.

12.3 Comply with undertakings

A Receiver may comply with and perform all of the undertakings and covenants of the Chargor contained in this Deed.

12.4 Borrow money

For the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or pursuant to this Deed or for any other purpose a Receiver may raise or borrow money from the Lender or others either unsecured or on the security of the Charged Assets (either in priority to this Security or otherwise) and generally on such terms as he may think fit. No person lending that money shall be concerned as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

12.5 Power of sale

A Receiver may sell, transfer, assign, exchange, or otherwise convert into money or realise or dispose of the Charged Assets or concur in any of the same, either by public auction or private contract or in any other manner, and generally in such manner and on such terms and conditions and for such consideration as he may think fit.

12.6 Transfers and other disposals

A Receiver may carry any sale or other disposal into effect by transferring or otherwise making such disposal in the name of the Chargor and for that purpose may give valid receipts for all moneys and enter into covenants and contractual obligations in the name of and so as to bind the Chargor.

12.7 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to the Charged Assets as he may think fit.

12.8 Rights and obligations in relation to the Charged Assets

A Receiver may exercise all rights under the Charged Assets, and may enter into, incur, perform, repudiate, rescind, abandon, rectify, vary or novate any right or obligation of the Chargor to any person and do anything (including, but not limited to, making payments) as the Receiver considers may be necessary or incidental to the protection, improvement, preservation or realisation of the Charged Assets or this Deed.

12.9 Dividends

A Receiver may apply all Dividends paid in relation to the Charged Assets as if they were proceeds of sale.

12.10 Settle disputes

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Charged Assets.

12.11 Arrangements or compromises

A Receiver may make any arrangement or compromise, allow time for payment or enter into, abandon, cancel or disregard any contracts or rights as he may think expedient.

12.12 Prior Security

A Receiver may redeem any prior Security on such terms as he may think fit.

12.13 Act in the Chargor's name

A Receiver may do all acts and execute in the name and on behalf of the Chargor, any deed, receipt or other document.

12.14 Other acts

A Receiver may:

- (a) do all other acts and things which he may consider to be necessary or desirable for realising any Charged Asset or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver by this Deed; and
- (b) exercise in relation to the Charged Assets all powers, authorities and things which he could exercise if he were the absolute beneficial owner of the Charged Assets.

13. Application of proceeds

Any moneys received by the Lender or any Receiver under this Deed or otherwise by reason of this Security shall, after this Security has become enforceable, and subject to the repayment of any claims ranking in priority to the Lender, be applied in the following order of priority (but without prejudice to the right of the Lender to recover any shortfall from the Borrower or the Chargor):

- (a) in satisfaction of or provision for all costs and expenses incurred by the Lender or any Receiver and of all remuneration due to any Receiver;

- (b) in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of section 109(8) of the Act;
- (c) in or towards payment of any debts or claims which are by statute payable in preference to the Secured Obligations (but only to the extent to which such debts or claims have preference);
- (d) in or towards payment of the Secured Obligations or such part of them as is then due and payable to the Lender; and
- (e) in payment of the surplus (if any) to the Chargor or other person entitled to it.

14. Expenses

14.1 Costs and expenses

- (a) Any sums paid or expended by the Lender or any Receiver either:
 - (i) as a result of the Lender or any Receiver taking action which the Lender or any Receiver shall consider necessary or desirable in connection with the Charged Assets or to procure compliance with any covenant or obligation on the part of the Chargor contained in this Deed; or
 - (ii) which is in respect of any action or thing expressed in this Deed to be done at the cost of the Chargor,

and all costs, fees, taxes and expenses incurred by the Lender or any Receiver under or in connection with this Deed (including its negotiation, preparation and execution) or its enforcement and/or the preservation of the Lender's rights under this Deed shall bear interest at the Default Rate and shall be reimbursed by the Chargor to the Lender on demand and shall form part of the Secured Obligations.

- (b) All interest payable by the Chargor pursuant to any provision of this Deed shall accrue from day to day on the basis of a year of 365 days and (without prejudice to the Chargor's obligation to pay interest on demand) shall be compounded according to the usual practice of the Lender or, if there is no such practice, quarterly. The Lender shall also be entitled to charge the Chargor a reasonable fee to recover the cost of management time spent in connection with the preservation or enforcement of its rights under this Deed which shall be payable by the Chargor on demand.

14.2 Indemnity

The Chargor shall indemnify the Lender (whether or not acting as mortgagee in possession) and any Receiver against all liabilities, claims and expenses whether arising out of contract or in tort or in any other way which may at any time be incurred by either of them (or by any person for whom they may be liable) in connection with this Deed or for anything done or omitted to be done in the exercise or purported exercise of their powers pursuant to this Deed.

14.3 Stamp duty

The Chargor shall pay on demand all stamp, documentary, registration and other similar duties and taxes payable in connection with the entry into, performance or enforcement of this Deed and shall indemnify the Lender against any liabilities resulting from any delay or failure by the Chargor in making such payment.

14.4 Value Added Tax

Where this Deed requires the Chargor to reimburse the Lender for any costs or expenses the Chargor shall at the same time pay and indemnify the Lender against all Value Added Tax (or any tax of a similar nature) incurred by the Lender in respect of the costs and expenses to the extent that the Lender determines that it is not entitled to credit or repayment of the Value Added Tax (or other tax of a similar nature).

15. Delegation

The Lender and (to the fullest extent permitted by law) any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by the Lender or any such Receiver under this Deed. Any such delegation may be made upon the terms (including power to sub-delegate) and subject to any regulations which the Lender or such Receiver (as the case may be) may think fit. Neither the Lender nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate other than in the event of such delegate or sub-delegate's wilful default or gross negligence.

16. Power of attorney

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney in its name and on its behalf to take any action which the Chargor is or may be obliged to take under or pursuant to this Deed or otherwise which the Lender or any Receiver in its or his discretion considers to be requisite or appropriate in order to carry any sale or other disposal or appropriation into effect, or to transfer any interest in the Charged Assets, or to get in the Charged Assets, or generally to enable the Lender or a Receiver to exercise the respective powers conferred on them by or pursuant to this Deed or by law. The Chargor ratifies and confirms whatever any attorney properly does or purports to do pursuant to its appointment under this Clause.

17. Non-release provisions

17.1 Waiver of defences

The liability of the Chargor under this Deed and this Security shall not be reduced, discharged or otherwise adversely affected by any of the following events or circumstances:

- (a) any amendment, variation, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatever nature) or replacement of any credit or facilities to the Borrower or of or relating to the Secured Obligations or of any other document or Security;
- (b) the grant by the Lender to the Borrower or any other person of any time, waiver, consent or indulgence;
- (c) any taking, dealing, exchange, renewal, variation, release, compromise, discharge, composition, arrangement or modification in relation to any guarantee, Security or right which the Lender may now or after the date of this Deed have in respect of the Secured Obligations or against any person or over any asset or any release of any person under the terms of any composition or arrangement with any creditor of the Borrower or any other person;

- (d) the renewal by the Lender of any bill, promissory note or other negotiable instrument or security;
- (e) the Lender obtaining or refusing, neglecting or otherwise failing to obtain, perfect, enforce or claim any other guarantee, Security or right (whether contemporaneously with this Deed or otherwise) from or against any person or over any asset or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (f) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person;
- (g) any unenforceability, illegality or invalidity of any obligation of the Borrower or any person under any document, agreement or security;
- (h) any insolvency or similar proceedings; or
- (i) any other act, omission, matter or thing which, but for this provision, would or might reduce, discharge or otherwise adversely affect the obligations of the Chargor under this Deed or this Security.

17.2 Chargor intent

Without prejudice to the generality of Clause 17.1 (*Waiver of defences*) the Chargor expressly confirms that it intends that this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any document or agreement giving rise to or recording the terms of or relating to the Secured Obligations and/or any facility or amount made available under any such document or agreement for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

17.3 Indemnity

The Chargor agrees as a primary obligor to indemnify the Lender immediately on demand against any loss, cost or liability suffered by the Lender if the Secured Obligations or any actual or purported agreement, arrangement or instruction relating to the Secured Obligations or purporting to create or evidence any indebtedness or other liability of the Borrower to the Lender is or becomes invalid, unenforceable or illegal, irrespective of whether the reason for such invalidity, unenforceability or illegality was or ought to have been known to the Lender. The amount of such loss shall be the amount which the Lender would otherwise have been entitled to recover from the Borrower [provided that the amount recoverable by virtue of this Clause 17.3 shall not exceed the amount or aggregate amounts realised by the Lender in exercising its rights under this Deed in relation to the Charged Assets, together with any amount payable pursuant to any other provision of this Deed (save for Clause 2.1 (*Secured Obligations*)).]

17.4 Restriction on rights or claims

Until all of the Secured Obligations have been irrevocably paid or discharged in full, the Chargor will not:

- (a) make or enforce any claim (including, but not limited to, a claim by way of set-off or counterclaim) or right against the Borrower or prove in competition with the Lender, whether in respect of any payment under this Deed made by the Chargor or otherwise; or
- (b) be entitled to claim or have the benefit of, any set-off, counterclaim or proof against, or dividend paid on a bankruptcy, winding-up or administration of or composition with creditors by the Borrower or the Borrower's estate; or
- (c) be entitled to claim or otherwise obtain the benefit (by way of subrogation or otherwise) of any Security or guarantee or indemnity at any time held by the Lender for or in respect of any of the Secured Obligations; or
- (d) claim or enforce any right of contribution against any other person providing Security for or any person guaranteeing the Secured Obligations.

17.5 Other means of payment

The Lender may exercise its rights under this Deed:

- (a) before making any demand on the Borrower or the Borrower's estate or any other person or enforcing any other Security or any guarantee for the Secured Obligations; and
- (b) for the payment of the ultimate balance after resorting to other means of payment, or for the balance due at any time notwithstanding that the Lender has not resorted to other means of payment (in which case the Chargor shall not be entitled to any benefit from such other means of payment so long as the Secured Obligations remain outstanding).

18. Miscellaneous

18.1 Continuing Security

This Security is continuing and will extend to the ultimate balance of all the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

18.2 Additional Security

This Security is in addition to and is not in any way prejudiced by any bill, note, guarantee, or other mortgage, charge or security now or subsequently held by the Lender for any of the Secured Obligations.

18.3 New accounts

If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent charge or other interest affecting any Charged Asset and/or the proceeds of sale of any Charged Asset, the Lender may open a new account for the Borrower and/or the Chargor in its books. If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Lender by or on behalf of the Borrower and/or the Chargor will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Deed is security.

18.4 Suspense account

The Lender may at any time place and keep to the credit of a separate interest bearing suspense account any monies received under this Deed for so long and in such manner as the Lender may determine without any obligation to apply such monies or any part of them in or towards the discharge of the Secured Obligations. In the event of any proceedings in or analogous to bankruptcy, winding-up, administration, composition or arrangement of or concerning the Borrower, the Lender may notwithstanding any payment received under or pursuant to this Deed prove for a claim and agree to accept any dividend or composition in respect of the whole or any part of the Secured Obligations as if this Deed had not been given.

18.5 No deduction or withholding

All payments made by the Chargor to the Lender under this Deed shall (save insofar as required by law to the contrary) be paid in full without set-off or counterclaim and free and clear of and without any deduction or withholding or payment for or on account of any present or future tax, levy, duty, impost or other charge or withholding of a similar nature. If the Chargor shall be required by law to effect any such deduction or withholding or payment the Chargor shall immediately pay to the Lender such additional amount as will result in the immediate receipt by the Lender of the full amount which would otherwise have been received had no such deduction or withholding or payment been made.

18.6 Set-off

The Lender may set off any matured obligation owed by the Chargor to the Lender against any obligation (whether or not matured) owed by the Lender to the Chargor regardless of the place of payment, or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange for the purpose of the set-off in an amount estimated by it in good faith to be the amount of that obligation.

18.7 Waivers; rights cumulative

No delay or omission of the Lender in exercising any right or remedy under this Deed or otherwise available to it at law shall impair such right or remedy, or be construed as a waiver of such right or remedy nor shall any single or partial exercise of any such right or remedy preclude its further exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law and may be waived only in writing and specifically.

18.8 Severability

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Deed or affecting the validity or enforceability of such provision in any other jurisdiction.

18.9 Certificates and determinations

A certificate or determination by the Lender of the amount of the Secured Obligations outstanding at any time or of any other amount is, in the absence of manifest error, conclusive evidence for all purposes of this Deed as against the Chargor.

18.10 Currency Indemnity

- (a) If, for any reason, any payment due from the Chargor under or in connection with this Deed (or received on any realisation of this security) is made or is satisfied or received in a currency (the "**Other Currency**") other than the currency in which the relevant payment is due (the "**Contractual Currency**"), then to the extent that the payment (when converted into the Contractual Currency at the rate of exchange on the date of payment or, in the case of the winding-up, administration, or insolvency of the Chargor, at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such liquidation or insolvency) actually received by the Lender falls short of the amount expressed to be due under or secured by the terms of this Deed, the Chargor shall, as a separate and independent obligation, indemnify the Lender and hold the Lender harmless against the amount of such shortfall.
- (b) For the purpose of this Clause "**rate of exchange**" means the rate at which the Lender is able on the relevant date to purchase the Contractual Currency with the Other Currency and shall take into account any premium and other costs of exchange.

18.11 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

19. Release

19.1 Release of Charged Assets

Upon the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Assets from this Security.

19.2 Releases conditional

Any settlement, release or discharge under this Deed between the Lender and the Chargor will be conditional upon no Security or payment to the Lender by the Chargor, the Borrower or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, winding-up, administration or insolvency for the time being in force, and if such condition is not satisfied, the Lender will be entitled to recover from the Chargor on demand the value of such Security or the amount of any such payment as if such settlement or discharge had not occurred and/or to enforce this Security to the full extent of the Secured Obligations.

19.3 No other release

No receipt, release or discharge of the Security provided by, or of any liability arising under, this Deed shall release or discharge the Borrower or the Chargor from any liability to the Lender for the same or any other liability which may exist independently of this Deed.

20. Benefit of this Deed

20.1 Assignment by the Lender

The Lender may assign or transfer all or any part of its rights, and/or obligations under this Deed without the consent of the Chargor. The Chargor shall enter into any documents specified by the Lender to be necessary to give effect to such assignment or transfer.

20.2 No Assignment by the Chargor

The Chargor may not assign or transfer all or any part of its rights and/or obligations under this Deed.

20.3 Disclosure of information

The Lender may disclose such information about the Chargor and the Charged Assets as the Lender thinks fit to a potential assignee or transferee of all or any part of its rights under this Deed, or to any person who may otherwise enter into contractual relations with the Lender in relation to any of the Secured Obligations, or to any person to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation, or to any person if an Event of Default has occurred or the disclosure is in connection with the protection or enforcement of the Lender's rights under this Deed.

21. Notices

21.1 Address

The Chargor's address, fax number (if any) and email address for any notice, demand or other communication under or in connection with this Deed are those associates with its name below, or any substitute address, fax number or email address as the Chargor may notify to the Lender by not less than five days written notice (which for this purpose includes an electronic communication). Any such notice, demand or other communication shall also be effective if sent to the Chargor's registered office or the address or email address of the Chargor last known to the Lender.

21.2 Method and receipt

Any notice, demand or other communication to be given or made pursuant to this Deed to the Chargor may be given or made by letter delivered personally or by first class prepaid letter (airmail if overseas) or by fax or by email or other electronic means and shall be effective in the case of a fax when received in legible form, or in the case of a letter, when it has been left at the relevant address or on the following day after being deposited in the post prepaid (or five days after that date in the case of airmail) or in the case of email or other electronic means, when received in readable form, provided that if any notice or communication would become effective under these provisions on a day which is not a business day, or outside normal working hours on a business day, at the place of receipt, it shall become effective at the next business day in such place.

21.3 English language

Any notice given under or in connection with this Deed must be in English.

22. Governing law and jurisdiction

22.1 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

22.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with this Deed).
- (b) It is agreed that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 22.2 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

EXECUTED as a Deed and delivered on the date stated at the beginning of this document.

Schedule 1

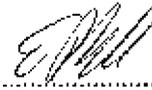
Particulars of Shares

Registered Holder	Number of shares or amount of stock	Description of stocks, shares, or other securities
Turnbull Property Development Limited	1	Ordinary Shares in the Borrower

Signatories

The Chargor

EXECUTED as a **DEED** by **TURNBULL PROPERTY DEVELOPMENT LIMITED** acting by a director in the presence of:



.....
Signature of director



Signature of witness

Print name

Address Aman Matharu
Solicitor
Moseley Chapman & Skemp Solicitors Ltd.
& Trinity Place, Midland Drive
Sutton Coldfield, West Mids. B72 4TX
.....
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