Companies House

MR01(ef)

Registration of a Charge

Company Name: **HENLEY HOMES CF LIMITED**
Company Number: **10493307**

Received for filing in Electronic Format on the: **18/01/2023**

XBVGD3MZ

Details of Charge

Date of creation: **12/01/2023**

Charge code: **1049 3307 0004**

Persons entitled: **CYNERGY BANK LIMITED**

Brief description: **THE COMPANY CHARGES BY WAY OF LEGAL MORTGAGE (1) THE FREEHOLD PROPERTY KNOWN AS Q.A. REPAIR CENTRE, 1 LYON CLOSE, WOBURN ROAD INDUSTRIAL ESTATE, KEMPSTON, BEDFORD (MK42 7SB) WITH TITLE NUMBER BD188149; (2) THE LEASEHOLD PROPERTY KNOWN AS UNITS 1 AND 2, 11-17 MARKET STREET, MAIDENHEAD (SL6 8AA) WITH TITLE NUMBER BK453885; (3) THE FREEHOLD PROPERTY KNOWN AS 1 WHITEHOUSE WAY, SOUTH WEST INDUSTRIAL ESTATE, PETERLEE (SR8 2RA) WITH TITLE NUMBER DU218138; (4) THE FREEHOLD PROPERTY KNOWN AS 106 GROVE VALE, LONDON (SE22 8DR) WITH TITLE NUMBER LN80024; (5) THE FREEHOLD PROPERTY KNOWN AS 8 SELHURST ROAD, LONDON (SE25 5QF) WITH TITLE NUMBER SY58162; (6) THE LEASEHOLD PROPERTY KNOWN AS ANNIE MCCALL HOSPITAL, MCCALL CLOSE, LONDON (SW4 6QU) WITH TITLE NUMBER TGL426048; AND (7) THE LEASEHOLD PROPERTY KNOWN AS 103 UNION STREET, LONDON (SE1 0LA) WITH TITLE NUMBER TGL469796.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FIELDFISHER LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10493307

Charge code: 1049 3307 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th January 2023 and created by HENLEY HOMES CF LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th January 2023 .

Given at Companies House, Cardiff on 18th January 2023

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

Cynergy Bank

Legal Charge 12 January

Date	12 January 2023.
The Mortgagee ("we/our/us")	Cynergy Bank Limited (Company Registration Number 04728421), of 27-31 Charlotte Street, London, W1T 1RP.
The Chargor ("you/your") (Name(s) and Address(es))	Henley Homes CF Limited (Company Registration Number 10493307), of 50 Havelock Terrace, London, United Kingdom, SW8 4AL.
The Borrower (Name(s) and Address(es))	Henley Homes CF Limited (Company Registration Number 10493307), of 50 Havelock Terrace, London, United Kingdom, SW8 4AL.
The Property	All properties described in schedule 1 to this legal charge
Title number(s) (if applicable)	All properties described in schedule 1 to this legal charge

1. You charge the Property to us by way of legal mortgage and the other Charged Assets as defined in the Mortgage Conditions (defined below) to us in accordance with Condition 3 of the Mortgage Conditions as continuing security for the Liabilities (as defined in the Mortgage Conditions).

2. Our All Monies Legal Charge (Mortgage Conditions December 2018) (the "Mortgage Conditions") form part of this legal charge and should be read as if they were set out in full in this Legal Charge. You confirm that you have read and understood the Mortgage Conditions.

3. You and we apply to the Chief Land Registrar for the following restriction to be entered on the title or titles:

   "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of Cynergy Bank Limited referred to in the charges register."

   Form of charge filed at HM Land Registry under reference MD1353K

Warning: If you sign this Legal Charge you will be legally bound by its terms. If more than one person is named above as Chargor or Borrower you will each be responsible for the others' debts or commitments as well as your own.

EXECUTION PAGE

SIGNED as a DEED	)	
by	)	.....
in the presence of:	)	
	)	Print name: .....

Signature of witness .....

Print name (in BLOCK CAPITALS): .....

Address: .....

.....

.....

.....

Occupation: .....

SIGNED as a DEED	)	
by	)	.....
in the presence of:	)	
	)	Print name: .....

Signature of witness .....

Print name (in BLOCK CAPITALS): .....

Address: .....

.....

.....

.....

Occupation: .....

SIGNED as a DEED)
by) .....
in the presence of:)
) Print name: .....

Signature of witness .....
Print name (in BLOCK CAPITALS): .....
Address: .....
.....
.....
.....
Occupation: .....

SIGNED as a DEED)
by) .....
in the presence of:)
) Print name: .....

Signature of witness .....
Print name (in BLOCK CAPITALS): .....
Address: .....
.....
.....
.....
Occupation: .....

OR

EXECUTED as a DEED)
by HENLEY HOMES CF LIMITED) [redacted]
) Director
acting by a director in the presence of:) Print name: TARIQ USMANI

Signature of witness [redacted]
Print name (in BLOCK CAPITALS): SUZE JONES
Address: 50 Havelock Terrace
London SW8 4AL

Occupation: ADMIN

OR

EXECUTED as a DEED)
by)
) [Member/duly authorised by [name of corporate member] to sign on its behalf as a Member]
acting by a member in the presence of:)
Print name: .....

Signature of witness .....
Print name (in BLOCK CAPITALS): .....
Address: .....

Occupation: .....

OR

SIGNED as a DEED	)	
by	)	.....
	)	[General] partner /duly authorised by [name of partnership] to sign on its behalf as a [General] partner]
acting by its [general] partner in the presence of:	)	
		Print name: .....

Signature of witness .....

Print name (in BLOCK CAPITALS): .....

Address: .....

.....

.....

.....

Occupation: .....

Schedule 1

Freehold/Leasehold	Property description	Title Number
Freehold	Q.A. Repair Centre, 1 Lyon Close, Woburn Road Industrial Estate, Kempston, Bedford (MK42 7SB)	BD188149
Leasehold	Units 1 and 2, 11-17 Market Street, Maidenhead (SL6 8AA)	BK453885
Freehold	1 Whitehouse Way, South West Industrial Estate, Peterlee (SR8 2RA)	DU218138
Freehold	106 Grove Vale, London (SE22 8DR)	LN80024
Freehold	8 Selhurst Road, London (SE25 5QF)	SY58162
Leasehold	Annie Mccall Hospital, Mccall Close, London (SW4 6QU)	TGL426048
Leasehold	103 Union Street, London (SE1 0LA)	TGL469796

All Monies Legal Charge

Mortgage Conditions December 2018

www.cynergybank.co.uk

Cynergy Bank

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1. Definitions and Interpretation

1.1 In these Mortgage Conditions:

"Borrower" means Henley Homes CF Limited (company registration number 10493307) of 50 Havelock Terrace, London, United Kingdom, SW8 4AL

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"Charged Assets" means the Property, Insurance Policies and any and all other assets both present and future mortgaged, charged or assigned pursuant to Conditions 3.2 (*Charge by way of legal mortgage*), 3.3 (*Fixed Charge*) and 3.4 (*Assignment*) of this Legal Charge from time to time and references to Charged Assets shall be construed to include references to any part thereof and/or any interest therein.

"Confidential Information" has the meaning given to it in a Facility Letter or any conditions expressed to be incorporated into that Facility Letter.

"Enforcement Event" means the occurrence of an Event of Default which is continuing.

"Environment" means all, or any of, the following, namely the air (including, without limitation, the air within buildings and the air within other natural or man-made structures above or below ground), water (including, without limitation, ground and surface water) and land (including, without limitation, surface and sub-surface soil).

"Environmental Law" means any applicable law or regulation which relates to:

(a) the pollution or protection of the Environment;

(b) harm to or the protection of human health;

(c) the conditions of the workplace; or

(d) any emission or substance capable of causing harm to any living organism or the Environment.

"Environmental Permit" means any permit and other authorization, consent, approval, reduction, license, exemption, filing or registration and the filing of any notification, report or assessment required under any Environmental Law for the operation of your business conducted on or from the Property owned or used by you.

"Facility Documents" has the meaning set out in a Facility Letter or any conditions expressed to be incorporated into that Facility Letter.

"Facility Letter" means any facility letter between each Borrower and us as lender.

"Insurance Policy" means any policy of insurance in relation to any of the Charged Assets in which you may from time to time have an interest together with all amounts payable to you under or in connection with each of those policies.

"Insured Risks" means fire, storm, lightning, earthquake, explosion, aircraft, riot, civil commotion, malicious damage, impact, terrorism, aircraft and other aerial devices or articles dropped therefrom, tempest, flood, bursting and overflowing of water tanks or oil containers, apparatus or pipes and damage by, or resulting from, vehicular impact, theft or attempted theft, falling trees branches, subsidence, heave and/or landslip, collision, accidental damage to underground services and such other risks as we shall approve including demolition and

site clearance costs and expenses and architects, surveyors and other professional fees and all other incidental expenses and public liabilities.

"Lease" means, in relation to any of the Property which is leasehold, the lease or leases pursuant to, and in accordance with which, you hold such Property, and any instrument supplemental to it or which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms.

"Legal Charge" means any document you have executed (signed) and which charges any Charged Asset to us and states that these Mortgage Conditions form part of the Legal Charge and should be read as if they were set out in the Legal Charge in full. Terms and Parties defined in the Legal Charge have the same meaning in these Mortgage Conditions.

"Liabilities" means all of your and each Borrower's present and future obligations and liabilities of any kind and in any currency (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) to us together with all costs, charges and expenses incurred by us in connection with the protection, preservation or enforcement of our rights, including but not limited to obligations and liabilities under the Facility Documents or any other document evidencing or securing any such liabilities.

"Occupational Lease" means any lease pertaining to occupation of any of the Property where you are landlord, whether or not the lessee is actually in occupation.

"Party" means a party to the Legal Charge.

"Planning Acts" means the Town and Country Planning Acts 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any regulations or subordinate legislation made pursuant thereto or any other statute or regulation governing or controlling the use, development and/or occupation of and buildings.

"Property" means the property specified in the Legal Charge, all of your freehold and leasehold property and any part or parts of it, together with:

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

(b) all easements, rights, agreements, powers, benefits, warranties, remedies, security, guarantees and indemnities in respect thereof;

(c) all rights under any license, agreement for sale or agreement for lease in respect of any of the Property;

(d) all proceeds of sale of any of the Property; and

(e) the benefit of all rights, Security , guarantees, claims, causes of action, remedies, and indemnities, of any nature enjoyed or held in relation to that Property or the Leases,

and "Property" shall mean any of them.

"Receiver" means an administrative receiver, receiver and manager or a receiver, in each case appointed under this Legal Charge.

"Security" means any mortgage, charge, pledge, lien, assignment by way of security or any other security interest securing any obligation of any person or any arrangement having similar effect.

"Security Period" means the period beginning on the date of this Legal Charge and ending on the date on which we are satisfied that the Liabilities have been irrevocably and unconditionally discharged in full and all Facilities have been cancelled in full.

1.2 Unless a contrary indication appears, a reference in this Legal Charge to:

1.2.1 us, you or any other person shall be construed so as to include, where relevant, our/your/its successors in title, permitted assigns and permitted transferees;

1.2.2 a Condition or Schedule is to a condition of, or a schedule to, this Legal Charge;

1.2.3 a Facility Document or any other agreement or instrument is a reference to that Facility Document or other agreement or instrument as amended, novated, supplemented or restated (however fundamentally) or replaced;

1.2.4 a provision of law is a reference to a provision of any statute, treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced whether before or after the date of this Legal Charge and all subordinate legislation made from time to time under that statute or other provision of law;

1.2.5 a regulation includes any regulation, rule, official derivative, 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;

1.2.6 one gender shall include a reference to the other genders;

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

1.2.8 a charge or mortgage of any freehold or leasehold property or of any property held under a lease or sub-lease includes all premises and fixtures (excluding tenant's fixtures in relation to property sublet to a third party) on that property, the proceeds of sale of any part of that property, and the benefit of any covenants for title (or any monies paid or payable in respect of them) given or entered into by you in title in respect of that property; and

1.2.9 a time of day is a reference to London time.

1.3 The terms of the other Facility Documents and of any side letters between the Parties in relation to the Facility Documents are incorporated in this Legal Charge to the extent required for any actual or purported disposition of the Property in this Legal Charge to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Every disposition effected by this Legal Charge in respect of the Property is made with full title guarantee. The other terms of this Legal Charge do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

1.5 Each of the charges in Condition 3 over each category of the assets, each asset and each sub-category of each asset specified in such Condition shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply both to present and future assets.

1.6 Condition and Schedule headings are for ease of reference only.

1.7 Words importing the plural shall include the singular and vice versa.

1.8 Words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.9 This Legal Charge is an unregulated agreement for the purposes of the Financial Services and Markets Act 2000 and related legislation and, as a result, you understand that you are not entitled to the regulatory protections that would otherwise apply if the Legal Charge was regulated by such legislation.

2. Your obligations

You agree with us to pay, discharge and satisfy all the Liabilities when due in accordance with their respective terms (or, if the relevant terms do not specify time for payment, immediately on written demand by us) and to indemnify us against any losses, costs, charges, expenses and liabilities arising from any breach of any Facility Document or failure to pay, discharge and satisfy the Liabilities in accordance with their respective terms.

3. Charging Provisions

3.1 General

All Security created by you under this Condition 3 is:

3.1.1 granted in our favour;

3.1.2 continuing security for the payment and discharge of the Liabilities;

3.1.3 granted with full title guarantee; and

3.1.4 granted in respect of all of your rights, title, interest and benefits, present and future, from time to time in and to the relevant Charged Assets.

3.2 Charge by way of legal mortgage

You charge in favour of us as a continuing security for the payment and discharge of the Liabilities, by way of legal mortgage:

3.2.1 all of your rights, title, interest and benefit in the Property; and

3.2.2 all other interests and estates in freehold, leasehold and commonhold property together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon.

3.3 Fixed Charge

You charge in favour of us as a continuing security for the payment and discharge of the Liabilities, by way of fixed charge all of your rights, title, interest and benefits in from time to time in each of the following assets:

3.3.1 all rights and claims against all lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of any such person or other third parties in relation to the Property now or in the future existing and capable of being satisfied by the payment of money; and

3.3.2 all plant and machinery, fittings, equipment, implements, utensils, furniture, furnishings, chattels and/or other equipment from time to time on the Property and any plant, machinery, implements, fittings, equipment in which you are legally, beneficially or otherwise interested and the full benefit of all warranties and maintenance contracts for any of the same and your rights under any lease, hire, hire purchase or conditional sale agreement and any refunds of payments and other capital sums due to you under the same,

provided that nothing in this Condition 3.3 shall constitute us as a mortgagee in possession.

3.4 Assignment

You assign and agree to assign by way of security with full title guarantee in favour of us as security for the payment and discharge of the Liabilities all of your rights, title, interest and benefit from time to time in the Insurance Policies and the Leases.

4. Negative Pledge

4.1 Without our prior written consent, you must not:

4.1.1 create in anyone else's favour any Security over any of the Charged Assets;

4.1.2 take any action that will allow any entity to take or hold any of the Charged Assets as payment of a debt or take priority over our charge on the Charged Assets; or

4.1.3 sell, lease, transfer, assign or otherwise dispose of any part of such undertaking and Charged Assets.

4.2 You shall not without our prior written consent grant to any third party any Security over the goodwill of the business you are or were carrying on at the Property.

4.3 Any Security you create after signing this Legal Charge (other than in our favour) shall be expressed to be subject to this Legal Charge.

5. General representations and warranties

5.1 For the duration of the Security Period you represent and warrant that:

5.1.1 this Legal Charge creates the Security it purports to create and it is not liable to be avoided or otherwise set aside on liquidation, bankruptcy, insolvency or administration or otherwise;

5.1.2 this Legal Charge is your legal, valid and binding obligation and is enforceable against you in accordance with its terms;

5.1.3 if you are not an individual, you have the power to own the Charged Assets and carry on your business as it is being conducted;

5.1.4 if you are not an individual, the entry into and performance by you of, and the transactions contemplated by, this Legal Charge do not and will not conflict with any law or regulation applicable to you or your constitutional documents or any agreement or instrument binding on you or any of your Charged Assets or constitute a default or termination event (however described) under any such agreement or instrument;

5.1.5 if you are not an individual, you have the power to enter into, perform and deliver, and have taken all necessary action to authorise entry into, performance and

delivery of this Legal Charge and the transactions contemplated by this Legal Charge;

5.1.6 if you are not an individual, no limit on your powers will be exceeded as a result of creating any Security or giving any indemnity contemplated by this Legal Charge;

5.1.7 unless otherwise agreed by us, this Legal Charge creates first ranking Security in our favour; and

5.1.8 except for Security constituted by this Legal Charge or otherwise agreed by us, no Security exists in respect of any of the Charged Assets.

6. Confidential Information

For the duration of the Security Period you agree that you will keep all Confidential Information confidential and you will not disclose any Confidential Information to anyone except with our prior written consent.

7. Insurance Policies

7.1 During the Security Period, you shall insure and keep insured the Property, all associated buildings, any plant and machinery and tenants' fixtures and fittings with an insurer acceptable to us for the Insured Risks.

7.2 An Insurance Policy shall be for the full reinstatement value of the Property (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs). If we have required a Valuation in accordance with the provisions of the Facility Letter, the valuer will provide a reinstatement value for the Property.

7.3 You shall send us a copy of any Insurance Policy as soon as you receive it.

7.4 It is your responsibility to arrange and maintain adequate buildings insurance in respect of the Property. We accept no responsibility to you for arranging such an Insurance Policy, or for informing you about renewal dates, arrears of premiums or policies that have lapsed.

7.5 You agree not to do or omit to do or permit or suffer to be done or omitted to be done anything that may invalidate or otherwise prejudice an Insurance Policy or increase the premiums under such policy.

7.6 If we so require, you shall ensure that each Insurance Policy (a) is in your name and our name as co-insured, that we are named as loss payee or noted on such Insurance Policy, and (b) contains a provision under which the proceeds are payable directly to us.

7.7 You shall pay all premiums and other amounts needed to keep any Insurance Policy in force when such payments fall due. If we ask you to, you shall provide us with any Insurance Policy and receipts for payments you have made to keep it in force. In no circumstance will it be our obligation to pay any premium or any other amount needed to keep any Insurance Policy in force or to provide any insurer or insurance broker with any disclosures in respect of any Insurance Policy.

7.8 You shall ensure that each Insurance Policy contains a mortgagee clause under which the Insurance Policy shall not be vitiated or avoided as against a mortgagee or security holder as a result of any misrepresentation, act, neglect or failure to make disclosure on the part of the insured party (other than us).

7.9 You shall promptly notify us of any renewal or any Insurance Policy made, any material variation, termination, avoidance or cancellation of any Insurance Policy made, or to your knowledge, pending or threatened and any material claim, and any refusal of claim, under any Insurance Policy.

7.10 If you fail to comply with any of the obligations imposed by Conditions 7.1 to 7.9 above we may (but do not have to) enter and repair the Property or take out or renew any necessary Insurance Policy. Any resulting costs will be added to the Liabilities.

7.11 All amounts paid by any insurer for loss or damage to the Property must be used to make good the loss or damage, or if we so specify, must be used to pay off all or part of the Liabilities.

7.12 If any Lease or tenancy agreement under which you let all or part of the Property contains a condition that allows the tenant not to pay rent if the Property is damaged by fire or other insured risk, you shall have in place an Insurance Policy to cover the loss of rent in that situation.

8. Insurance Policies: Notice of Security

You must:

8.1 immediately on our request give notice to such insurer counterparties to any of the Insurance Policies as we direct of the Security constituted under this Legal Charge by sending a notice substantially in the form set out in Part 1 of Schedule 1 (*Notice of Assignment*); and

8.2 use all reasonable endeavours to procure that each such insurer counterparty delivers a letter of undertaking to us in the form set out in Part 2 of Schedule 1 (*Acknowledgement of Assignment*) within 14 Business Days of the date of service of any notice under Condition 8.1.

9. Insurance Policies: Post Enforcement Event Rights

After an Enforcement Event:

9.1 we may exercise (without any further consent or authority on your part and irrespective of any direction given by you) any of your rights in connection with any amounts payable to you under any of the Insurance Policies and you must irrevocably instruct an insurer under any Insurance Policy to make any such payment to us and you shall give such insurer any further instructions that we specify regarding payment of any proceeds under any Insurance Policy;

9.2 you must take such steps (at your own cost) as we may require to enforce those rights, including, but not limited to, making claims and initiating and pursuing legal or arbitration proceedings in your name; and

9.3 you must hold any payment you receive under any of the Insurance Policies (excluding proceeds of any third party liability insurances paid to you to meet third party claims) on trust for us.

10. Leases and tenancy agreements

10.1 At all times during the Security Period, you shall comply with all of the obligations imposed on you as landlord in any way by any Lease or tenancy agreement affecting all or part of the Property and indemnify us against any claim a tenant or occupier makes against us because of any repair needed to the Property in accordance with such Lease or tenancy agreement or

because of you not adhering to the Lease or tenancy agreement or because you have not complied with any of your statutory obligations thereunder.

10.2 If we ask you, in writing, to take action to meet your responsibilities under any statute or regulation or under any Lease or tenancy agreement affecting all or part of the Property, and you do not take the necessary action, we may settle any claim made by the tenant or occupier as we see fit. Any resulting costs will be added to the Liabilities.

10.3 You shall, if we ask you to, take enforcement action against any tenant or occupier of the Property.

10.4 At all times during the Security Period, you shall give us the counterpart of all Leases or agreements for letting out all or part of the Property. If a prior mortgagee holds such counterparts or agreements you shall arrange for the prior mortgagee to supply us with certified copies.

10.5 If we ask you to, you shall tell any tenant of all or part of the Property to pay all their rent into an account you have with us.

10.6 If you are the lessee or sub-lessee of the Property you shall comply with all of the obligations imposed on you in any way by any lease or tenancy agreement affecting all or part of the Property and indemnify us against any claim your landlord makes against us because of any repair needed to the Property or because of you not keeping to the lease or tenancy agreement.

10.7 You charge to us all rents received or to be received by you or your agent in respect of letting all or part of the Property. However, unless at any time we notify you otherwise you shall be entitled to use such rent receipts as you see fit.

10.8 Notice of assignment: Leases

10.8.1 Immediately on our request you will give notice to such landlords, tenants and other persons which are parties to any Leases as we direct of the Security constituted under this Legal Charge in respect of any such Lease, any such notice being in the form set out in Part 1 of Schedule 1 (*Notice of Assignment).*

10.8.2 You will use all reasonable endeavours to procure from each of the landlords, tenants and other persons referred to in Condition 10.8.1 above an acknowledgement in the form set out in Part 2 of Schedule 1 (*Acknowledgement of Assignment*) or otherwise in the form set out in the relevant notice of assignment within 14 Business Days of the date of service of notice under Condition 10.8.1 above.

11. Provisions as to Security

11.1 Implied covenants for title

11.1.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Conditions 3.2 (*Charge by way of legal mortgage*) or 3.3 (*Fixed Charge*).

11.1.2 It shall be implied in respect of Conditions 3.2 (*Charge by way of legal mortgage*) or 3.3 (*Fixed Charge*) that you are disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

12. Paying rates and taxes

At all times during the Security Period, you shall pay all rates, rents, taxes, duties, impositions, assessments and other outgoings or charges of any sort relating to the Property and indemnify us against any claim for those amounts. If we ask you to, you shall show us the receipts for such payment. If you do not pay any rate, tax or charge relating to the Property, or you do not show us the receipt we have asked for, we may make the appropriate payment and add the cost to the amount you owe us.

13. Notices you receive about the Property

13.1 If you receive any notice, order or proposal which in any way affects all or part of the Property, you shall send us a copy of it within seven Business Days of the date you received it. You shall then give us the original notice, order or proposal if we ask for it.

13.2 You shall take all reasonable steps to comply with any notice or order and if we ask you to, make or support our objections or representations relating to the notice, proposal or order or any appeal we make against them.

13.3 If you receive any compensation as a result of any notice or proposal affecting the Property, you shall notify us immediately and if we so require you shall pay that compensation to us to reduce or repay the amount of the Liabilities.

14. Property undertakings

14.1 At all times you shall observe, perform and comply with (as applicable), and make sure that any other person or company occupying all or part of the Property observes, performs and complies with, any of the following affecting the Property:

14.1.1 all restrictive and other covenants;

14.1.2 all obligations on your part in any Lease or tenancy agreement;

14.1.3 all laws, regulations and all restrictions, conditions and stipulations for the time being in force relating to or affecting the Property; and

14.1.4 any requirement to renew any authorisation or rights relating to the Property.

14.2 You shall provide us with any evidence we ask for to show you have complied with your obligations under Condition 14.1 above.

14.3 If you receive any notice or details of proceedings relating to an alleged breach of any of the items in Condition 14.1 above, you shall give us the notice or details within three Business Days of receiving them.

14.4 You shall keep the Property, all associated buildings, any plant and machinery and any tenants' fixtures and fittings in a good and substantial state of repair and condition.

14.5 You must rebuild, renew or replace any of the same that have become worn out or otherwise unfit for use by others of a like nature and equal value to our specification.

15. Alterations to the Property

15.1 You shall not without our prior written consent:

15.1.1 change the Property or how any part of it is used;

15.1.2 demolish, pull down or remove the whole or any part of any building forming part of the Property nor permit anyone else to do so;

15.1.3 erect any structures;

15.1.4 make any planning application for a change of use; or

15.1.5 do anything (or allow anyone else to do anything) that might reduce the value or prejudice the marketability of the Property.

15.2 If you do need to apply to any relevant authority for planning permission you shall only do so once you have received our prior written consent. You shall give us notice of any planning permission granted within seven Business Days of receiving it.

15.3 You shall make sure that any development of the Property is satisfactory to any relevant planning authority. You shall keep to any laws, regulations, restrictions, conditions and stipulations set out in any Planning Act that apply and proceed diligently with the development.

15.4 You shall not do, or fail to do, (or allow anyone else to do or fail to do) anything relating to the Property which breaches any Planning Act.

15.5 At all times during the Security Period, at your own expense, you shall carry out any work on the Property if this is required by any notice, order, direction, designation, resolution or requirement given or made by any public or local body or authority. You agree that if we ask you to, you will immediately, at your cost, take all reasonable and necessary steps to comply with any such notice, order, direction, designation, resolution or requirement and make, or join us in making, such objections or representations in respect of any such notice as we see fit.

15.6 You shall give us all documents or information we ask you for relating to the Property or its development.

15.7 You agree at all times to:

15.7.1 comply with all laws currently in force, all notices, orders and requirements of any competent authority (statutory or otherwise) and all directives and codes of practice affecting the Property and all Environmental Laws;

15.7.2 comply with the terms and conditions of all Environmental Permits or approvals required by any Environmental Laws; and

15.7.3 to inform us immediately when you receive any claim, notice or other communication alleging that you have not complied with any matter referred to in this Condition 15.7 or any indication given to you that any Property is or may be listed in a register of contaminated land or contaminative use or similar register or that any environmental or other condition exists which could have a material adverse effect on the value of such Property.

15.8 You shall grant us on request all facilities within your power to enable us (or our legal advisers on our behalf) to carry out investigations of title to the Property and to make all enquiries in relation to any part of the Property which a prudent mortgagee might carry out. Such investigations shall be carried out at your expense.

15.9 Immediately on our demand, you shall at your own expense provide us with a report as to your title to the Property in a form approved by us, concerning those items which may properly be sought to be covered by a prudent mortgagee in a legal report of this nature.

15.10 You must permit us, or anyone authorised by us, to have access to the Property from time to time and at reasonable times for all purposes connected with this Legal Charge including, without limitation, for the purpose of carrying out (at your expense) valuations of the Property where reasonably required.

15.11 You will at our request promptly provide us with such information as we may reasonably require about the Charged Assets.

16. Restriction on leasing

16.1 Unless we have given our prior written consent, you shall not do any of the following in relation to the Property:

16.1.1 exercise the statutory powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases in relation to any of the Property;

16.1.2 vary or agree to vary the terms of any Occupational Lease or the rent payable thereunder (other than an increase pursuant to any rent review provisions therein);

16.1.3 waive, release or vary any of the terms of such Lease or such Occupation Lease or grant any licence or consent thereunder;

16.1.4 surrender such Lease or accept any surrender of such Occupational Lease;

16.1.5 grant or agree to grant (whether in exercise of or independently of any statutory power) any Lease or tenancy;

16.1.6 agree to any amendment, variance, waiver or surrender of any Lease or tenancy;

16.1.7 commence any forfeiture proceedings in respect of any Lease or tenancy;

16.1.8 confer upon any person any contractual licence or right to occupy;

16.1.9 consent to any assignment of any tenant's interest under any Lease or tenancy;

16.1.10 agree to any rent reviews in respect of any Lease or tenancy;

16.1.11 serve any notice on any former tenant under any Lease or tenancy (or any guarantor of that former tenant) which would entitle it to a new Lease or tenancy; or

16.1.12 release a lessee from any breach of his obligations under the Lease whether under the Law of Property Act 1925 or under any other legislation.

16.2 In Condition 16.1, references to a lease or lessee shall also apply to any sublease or sublessee if the context so requires.

17. Enforcement of Security

17.1 Timing

The Security created by this Legal Charge will be immediately enforceable at any time on or after:

17.1.1 the occurrence of an Enforcement Event; or

17.1.2 a request being made by you to us that we exercise any of our powers under this Legal Charge.

17.2 Enforcement

After the Security created by this Legal Charge has become enforceable, we may, without notice to you or prior authorisation from any court, in our absolute discretion:

17.2.1 enforce all or any part of that Security (at the times, in the manner and on the terms we think fit) and take possession of and hold or dispose of all or any part of the Charged Assets; and

17.2.2 whether or not we have appointed a Receiver, exercise all or any of the rights, powers and authorisations conferred by the Law of Property Act 1925 (as varied and extended by this Legal Charge) on mortgages, by this Legal Charge on any Receiver, or conferred by the Insolvency Act 1986 or any other law on mortgages and Receivers.

17.3 Effect of a moratorium

We shall not be entitled to exercise our rights under Condition 17 (*Enforcement of Security*) to the extent that such exercise would be contrary to the provisions of paragraph 13 of Schedule A1 of the Insolvency Act 1986.

17.4 Statutory powers

17.4.1 The statutory power of sale or other right of disposal conferred on us and on any Receiver by this Legal Charge shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Liabilities shall be deemed due and payable for that purpose) on execution of this Legal Charge.

17.4.2 The statutory powers of leasing may be exercised by us at any time on or after this Legal Charge becoming enforceable and such powers are extended by this Legal Charge so as to authorise us to lease, make agreements for lease, accept surrenders of leases and grant options on such terms as we may think fit and without the need to comply with any restrictions imposed by law (including under section 99 or section 100 of the Law of Property Act 1925).

17.4.3 For the purposes of section 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under you and neither sub-section (18) of section 99 nor sub-section (12) of section 100 of the Law of Property Act 1925 will apply.

17.4.4 You shall not have, at any time up until the Liabilities have been irrevocably discharged in full and no further Liabilities are capable of arising, the power pursuant to section 99 of the Law of Property Act 1925 to make any lease in respect of any present or future freehold, leasehold or immovable property without the prior written consent of us.

17.4.5 The restrictions contained in section 93 and section 103 of the Law of Property Act 1925 shall not apply to this Legal Charge, or to the exercise by us of our rights to consolidate all or any of the Security created by or pursuant to this Legal Charge with any other Security in existence at any time or its power of sale and such powers of consolidation or sale are exercisable by us without notice to you, on or at any time after this Legal Charge has become enforceable as herein provided.

18. Effectiveness of Security

18.1 The Security constituted by this Legal Charge shall remain in full force and effect as continuing Security for the Liabilities until they have been irrevocably discharged in full and no further Liabilities are capable of arising and shall not be released before then by an intermediate payment, discharge of all or any of the Liabilities or for any other reason.

18.2 Cumulative rights

The Security created by or pursuant to this Legal Charge and our rights, powers and remedies under this Legal Charge shall be cumulative and shall be in addition to and independent of every other Security, right, power or remedy which we may at any time have in connection with the Liabilities, including all rights, powers and remedies provided by law, and accordingly, we shall not be obliged before exercising any such rights, powers or remedies:

18.2.1 to make any demand of, or take any action or obtain any judgment in any court against, you;

18.2.2 to make for file any claim or proof in winding-up or dissolution in respect of you; or

18.2.3 to enforce or seek to enforce any other Security held by us in respect of the Liabilities.

18.3 No merger of Security

No prior Security held by us over the whole or any other part of the Charged Assets shall merge into the Security constituted by this Legal Charge.

18.4 No prejudice

The Security created by or pursuant to this Legal Charge shall not be prejudiced by any enforceability or invalidity of any other agreement or document or by any time or indulgence granted to you or any person, or us or by any variation of the terms of the trust upon which we hold the Security created by or pursuant to this Legal Charge or by any other thing which might otherwise prejudice that Security.

18.5 Remedies and waivers

18.5.1 No failure to exercise, nor any delay in exercising, on our part of any rights or remedy under this Legal Charge shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent and further or other exercise of right or remedy.

18.5.2 No election to affirm this Legal Charge on our part shall be effective unless in writing.

18.6 Partial invalidity

18.6.1 If, at any time, any provision of this Legal Charge is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

18.6.2 If any part of the Security intended to be created by or pursuant to this Legal Charge is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security constituted under this Legal Charge.

18.7 Waiver of defences

The obligations of, and the Security created by you under this Legal Charge will not be affected by any act, omission or thing which, but for this Condition, would reduce, release or prejudice any of its obligations under, or the Security created by, this Legal Charge and whether or not known to you or us including:

18.7.1 any time, waiver or consent granted or agreed to be granted to, or composition with you or any other person;

18.7.2 the release of you or any other person under the terms of any composition or arrangement with any of your creditors;

18.7.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Security over your assets 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;

18.7.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of you or any other person;

18.7.5 any amendment, novation supplement, extension (whether at maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not onerous) or replacement of a Facility Document or of any document or Security or of the Liabilities (including any change in the purpose of, any extension of, or any variation or increase in any Facility or amount made available under any Facility or the addition of any new Facility under any Facility Document or other documents);

18.7.6 any unenforceability, illegality or invalidity of any obligation of any person under any Facility Document or any other document or security or of the Liabilities; or

18.7.7 any insolvency or similar proceedings relating to you or any other person.

18.8 Immediate recourse

You waive any right you may have of first requiring us (or any trustee or agent on our behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from you under this Legal Charge. This waiver applies irrespective of any law or provision of this Legal Charge to the contrary.

18.9 Further assurance

18.9.1 You shall promptly, at your own cost, do whatever we or any Receiver may require:

18.9.1.1 to create, perfect, better perfect, protect and/or better protect the Security created or intended be created by this Legal Charge;

18.9.1.2 to create, perfect, better perfect, protect and/or better protect the priority of the Security created or intended be created by this Legal Charge;

18.9.1.3 to facilitate the exercise of any rights, powers and remedies vested in us as lender or any Receiver by this Legal Charge and/or by the law; and/or

18.9.1.4 to facilitate the realisation of the Charged Assets.

18.9.2 In order to satisfy your obligations under Condition 18.9.1 above, you shall immediately, upon request execute any transfer, conveyance, mortgage, charge, assignment or assurance over all or any of the assets constituting, or intended to constitute, the Charged Assets (whether in favour of us or our nominee or otherwise) and make any registration or notarisation and give any notice, instructions, order or direction in respect of such Charged Assets.

19. Appointing a Receiver

19.1 If you have asked us to, or at any time after this Legal Charge has become enforceable in accordance with Condition 17 (*Enforcement of Security*), we may appoint someone as a Receiver when we choose over all or any part of the Charged Assets. We may appoint different Receivers to deal with different Charged Assets. If we appoint more than one Receiver, they will act jointly or separately at our discretion. The Receiver may be an officer of ours. The Receiver's role and powers are explained in Condition 20.

19.2 We may (subject to the provisions of Section 45 of the Insolvency Act 1986) remove the Receiver. Once he has vacated office or stopped acting we may at any time appoint another in his place over all or any part of the Charged Assets.

19.3 We may from time to time decide the Receiver's fees. The Receiver shall not at any time act as an agent for us and we will not incur any liability by reason of the appointment of a Receiver or for any other reason. For all purposes each Receiver is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. Every Receiver shall be your agent and you will be personally liable for the Receiver's actions and costs. If you go into liquidation the Receiver will no longer be your agent and will become the principal obligor.

20. Receiver's powers

20.1 The Receiver can exercise all the powers provided under the Law of Property Act 1925 in the same way as if he had been appointed under that Act.

20.2 Without prejudice to Condition 20.1, while this Legal Charge is in force the Receiver can take any of the actions set out in the rest of this Condition 20, whether in your name or any other name, unless we state otherwise.

20.3 The Receiver can enter and take possession of all or any part of the Property and issue any legal proceedings necessary to do this.

20.4 The Receiver can start or complete any building work or other development to all or part of the Property and apply for any planning permission, building regulation approval and other permissions necessary.

20.5 The Receiver can borrow money from us or others and may also use the Charged Assets as security for any such borrowings.

20.6 The Receiver can provide any facilities and services for tenants, and generally manage the Charged Assets as he thinks fit.

20.7 If the Property is leasehold, the Receiver can vary the terms of or surrender (end) any lease, or take a new lease on such terms as he thinks fit. We will have a Legal Charge over any new lease created in such form as we may require and the Receiver can enter into a formal deed for that purpose.

20.8 The Receiver can as he thinks fit:

20.8.1 sell, let, lease, license, transfer, assign, grant or surrender any interest or right over any Charged Asset (or agree to do any of these things);

20.8.2 change the terms of, surrender or allow someone else to accept surrenders of any leases, tenancies or licences;

20.8.3 give someone the option to buy all or part of the Charged Assets at an agreed price.

20.9 In connection with any dispute or litigation the Receiver can, in your name or his, make any arrangement, settlement or compromise, enter into any arbitration, or start, defend and abandon any proceedings relating to the Charged Assets.

20.10 The Receiver can make or arrange for such repairs and improvements to the Property Assets and take out, renew or increase such insurance over the Property as he thinks necessary.

20.11 The Receiver can pay off those who have a prior encumbrance (such as a legal charge ranking ahead of this one) over the Charged Assets, so that any such encumbrance can be discharged or removed.

20.12 The Receiver can appoint solicitors, accountants, managers, officers, contractors and any agents for all or part of the purposes set out in this Condition 20, and on such terms (including fees) as he thinks fit.

20.13 The Receiver can do anything else necessary to carry out any of the actions set out in this Condition 20 or to protect our Security.

20.14 The Receiver can use all stock and assets at the Property and buy further stock or assets for the purposes of carrying on any business you were carrying on at the Property. In the rest of these Conditions, whenever we refer to "the business" this is what we are referring to.

20.15 The Receiver can apply for in his own name or in any other name, all permissions or approvals (known as "licences") which may be necessary to run the business, and insure all licences against being withdrawn, suspended or not renewed.

20.16 The Receiver can appoint any person he considers necessary to run the business.

20.17 The Receiver can have access to, use and keep the books and records of the business.

20.18 The Receiver can carry on existing contracts and enter into any new contracts necessary for running the business.

20.19 All a Receiver's powers set out in this Condition 20 may be exercised by us, whether we are your attorney (see Condition 23 (*Power of attorney*)) or otherwise, and whether or not we have appointed a Receiver.

21. The Receiver running the business

21.1 This Condition 21 applies when a Receiver has been appointed under Condition 19 (*Appointing a Receiver*). In this Condition 21, "the business" has the same meaning as it does in Condition 20.14 above.

21.2 You shall co-operate with the Receiver when he is running the business, and allow the Receiver to inspect and copy the books and records of the business if and when the Receiver requests this.

21.3 When asked, you shall give the Receiver any information he needs in connection with the business.

21.4 You shall not remove the books and records of the business from the Charged Assets.

21.5 You shall not remove any stock or goods from the Charged Assets.

21.6 When asked, you shall transfer any licences to us, the Receiver, or any person we choose and you shall make all necessary applications to transfer the licences or get new licences for us, or for the Receiver or any person we choose.

21.7 You shall maintain and renew all licences if necessary. While this Legal Charge is in force, we and the Receiver, together with anyone authorised by us, can sign any document, and do anything necessary to protect or transfer any licences you have.

21.8 You shall run the business in a lawful and proper way and not allow any situation which might put licences granted to you at risk of being withdrawn or suspended or having special conditions attached.

21.9 You shall insure licences granted to you against being withdrawn, suspended or not renewed and provide any evidence of that insurance if we ask for it.

22. Power to sell, lease and accept surrenders

22.1 Our legal rights to sell, lease out or accept surrenders of leases of the Property subject to this Legal Charge are extended to authorise us to grant a lease or leases of the whole or part of the Property under any terms and conditions we see fit. We can exercise any of these powers in our name or yours without becoming liable as mortgagee in possession.

22.2 No person dealing with us or with our appointed Receiver of the Charged Assets or any part of it is required to enquire whether any of the powers, authorities and discretions given to us under this Legal Charge have become exercisable. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 apply to any person purchasing from or dealing with us or the Receiver as if the statutory powers of sale and of appointing the Receiver in relation to the Assets or any part had not been varied or extended by this Legal Charge.

23. Power of attorney

23.1 By way of security for the performance of your obligations under this Legal Charge you irrevocably appoint us and each Receiver as your attorney (that is to act for you). You do so whether or not we have appointed a Receiver under Condition 19 (*Appointing a Receiver*). You also, as a separate appointment, appoint each Receiver to act as your attorney. We and any such Receiver can, either in your name or in our own or the Receiver's name, negotiate and enter into and sign or execute any deed, assurance, agreement or other document

necessary under this Legal Charge and may carry out any other action under this Legal Charge.

23.2 We may exercise all powers that the Receiver has whether or not we are acting as your attorney and whether or not a Receiver has been appointed.

23.3 You shall ratify and confirm all things done and all documents executed by any attorney in the exercise or the purported exercise of all or any of its powers.

23.4 You covenant (for the purpose of the irrevocable nature of the power of attorney granted in this Condition 23 with each Receiver appointed under this Legal Charge, to join in and concur with the exercise by such Receiver of any powers of such Receiver to act on behalf of you.

24. Using money received by us or the Receiver

Any money we or the Receiver recover or receive pursuant to the Legal Charge will be used in the following order:

24.1.1 first to pay any claims that have priority over this Legal Charge;

24.1.2 then to pay the Receiver's costs, charges, expenses and fees;

24.1.3 then to pay all of our costs, charges and expenses;

24.1.4 then to pay off the amount owed by you and secured by this Legal Charge;

24.1.5 and finally, if any amount is left, to pay the person entitled to it.

25. Powers over goods

25.1 At any time after we have asked you to pay all or part of the amount owed and you have failed to make the necessary payment, we may, as your agent, remove any goods from the Property and sell them. If you are an individual, any proceeds of sale, after deducting the costs involved in that sale, will be paid to you. We will not have the right to keep the proceeds of such sale, or to set off the proceeds of such sale against what you owe us.

25.2 If you are a company or any other corporate body, any proceeds of sale, after deducting the costs involved in that sale, will be set off against what you owe us. If, after applying such set off, there are any surplus sale proceeds remaining we will pay such proceeds to you. If we are required to pay you any sums under this Condition but are unable to contact you to arrange payment we will hold the sums in question for you for a period of six years and then have the right to donate it to a charity of our choosing. No interest will be due to you on sums we have held because we could not contact you.

26. Our costs

26.1 You are responsible for paying all costs, charges, losses and expenses and other amounts we or any Receiver incur or have to pay or will have to pay in connection with this Legal Charge. This includes the cost of taking any action against you in relation to the Liabilities, any administrative costs and the cost of using a Receiver. All legal costs will be charged on a full indemnity basis. You must pay our costs immediately on demand. Also, we may add our costs to the amount you owe without first giving you notice and we will charge you interest on those amounts.

26.2 If you request an amendment, waiver or consent in connection with this Legal Charge, you shall within three Business Days of demand, reimburse us for the amount of all costs and

expenses (including but not limited to legal fees) reasonably incurred by us or by any Receiver in responding to evaluating, negotiating or complying with that request or requirement.

26.3 You shall within three Business Days of demand, pay to us the amount of all costs and expenses (including legal fees) incurred by us in connection with the enforcement or preservation of any rights under this Legal Charge and with any proceedings instituted by or against us as a consequence of taking or holding the Security constituted by this Legal Charge or enforcing those rights.

27. Indemnity

You shall promptly indemnify us and every Receiver against any cost, loss or liability incurred by any of us as a result of:

27.1 the taking, holding, protection or enforcement of the Security constituted by this Legal Charge;

27.2 the exercise of any of the rights, powers, discretions and remedies vested in us as lender, each Receiver and any delegates thereof or by law; or

27.3 any default by you in the performance of any of the obligations expressed to be assumed by this Legal Charge.

28. Assignment and transfer

28.1 You consent to the assignment and/or transfer by us of any one or more of our rights and/or obligations under this Legal Charge.

28.2 You may not assign or transfer any one or more of your rights and/or obligations under this Legal Charge.

28.3 We shall be entitled to disclose such information relating to you or this Legal Charge as we consider appropriate to (a) any person proposing to take an assignment and/or transfer from us; and (b) enter into contractual relations with us with respect to this Legal Charge.

29. Unregistered or Registered land

29.1 If your freehold or leasehold Property or any part of it, is or becomes registered under the Land Registration Act 2002 no person can be registered as the proprietor (owner) without our agreement in writing and you will not, as regards any freehold or leasehold property, create or permit to arise any overriding interest within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

29.2 If your freehold or leasehold Property or any part of it is or becomes registered under the Land Registration Act 2002 (or any legislation which replaces that Act) we have the power to apply to the Land Registry for the following restriction to be entered on the register of the title or titles relating to the property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of this charge in favour of Cynergy Bank Limited referred to in the Charges Register"

29.3 You authorise us and/or any solicitors or other agent acting on our behalf to complete, execute and deliver on your behalf (at your cost) to the Land Registry any form, document or

other information requested by the Land Registry with regard to any applications referred to in this Condition 29.

30. Validity

30.1 This Legal Charge will remain enforceable valid and binding for all purposes whether any of the Parties, their successors or assignees in the course of running their business:

30.1.1 changes their name;

30.1.2 amalgamates or consolidates with another company;

30.1.3 becomes absorbed by another company; or

30.1.4 changes their constitution.

31. Counterparts

This Legal Charge 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 Legal Charge.

32. Third party rights

32.1 Unless expressly provided to the contrary in a Facility Document, a person who is not a party to this Legal Charge has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Legal Charge.

32.2 Notwithstanding any term of any Facility Document, the consent of any person who is not a Party is not required to rescind or vary this Legal Charge at any time.

32.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Condition 32.2 above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

33. Variations

No variation of the terms of this Legal Charge shall be valid unless such variation is in writing and signed by all parties to this Legal Charge.

34. Release of Security

Following the date on which all of the Liabilities have been irrevocably discharged in full and no further Liabilities are capable of arising, we shall at your request and cost release and cancel the Security constituted by this Legal Charge and procure the reassignment to you of the Charged Assets assigned to us pursuant to this Legal Charge, in each case without recourse to, or any representation or warranty by us.

35. Set-off

We may set-off any matured obligation due from you under this Legal Charge against any matured obligation owed by us to you, regardless of the place of payment, booking branch or currency of either obligation.

36. Governing Law

36.1 This Legal Charge and any non-contractual obligations arising out of or in connection with it are governed by, and shall continue to be construed in accordance with, English law.

36.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Legal Charge (including a dispute relating to the existence, validity or termination of this Legal Charge) (a "Dispute"). The Parties to this Legal Charge agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party to this Legal Charge will argue to the contrary.

36.3 This Condition 36 is for our benefit. We will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, we may take concurrent proceedings in any number of jurisdictions.

36.4 You confirm that you have the power to enter into this Legal Charge and have taken all necessary corporate and other action to authorise its execution, delivery and performance.

37. Our liability as mortgagee in possession

Under no circumstances will we, any Receiver or their respective nominees or agents be liable to you or anyone else as mortgagee in possession or for any loss on realisation or for any neglect, default or omission for which a mortgagee in possession might be liable, except in the case of gross negligence or wilful deceit upon its part.

38. Certificate of amount owed to be conclusive

Any certificate of ours for any amount due from you under this Legal Charge will be binding and conclusive evidence of such amount except where it contains an obvious error or errors.

39. Notice, requests and demands

39.1 Any notice, request, demand for payment or other demand we make under this Legal Charge may be made by any manager, officer, solicitor or other legal representative of ours and delivered by the following methods:

39.1.1 by hand;

39.1.2 by fax;

39.1.3 by post; or

39.1.4 by electronic communication, such as e-mail.

39.2 The notice, request or demand must be in writing and addressed to you at:

39.2.1 the last contact address we held for you; or

39.2.2 if you are a company at the company's registered office; or

39.2.3 a fax number or e-mail address you gave us.

39.3 You agree to tell us of any changes to your postal and email address and your phone and fax numbers. If you gave us more than one such address or number we can send or deliver the demand, request or notice to any one of the addresses or numbers you gave us.

39.4 Any notice, request or demand will be considered to have been delivered to you as follows:

39.4.1 if delivered by hand, one the day of actual delivery;

39.4.2 if sent by post, on the second Business Day following the day on which it was dispatched by pre-paid post;

39.4.3 if given or made by fax or other electronic communication and sent before 5:30 pm, at the time of transmission;

39.4.4 if given or made by fax or other electronic communication and sent after 5:30 pm, on the following Business Day.

39.5 All notices that you make or serve on us under this Legal Charge must be in writing, delivered personally or by first-class post to the address set out in Condition 40 (*Our address for service*), or any other address we have notified to you.

40. Our address for service

Any notice or document you shall send to us in connection with the Legal Charge should be sent to:

Credit Delivery, Cynergy Bank Limited, PO Box 17484, 87 Chase Side, London N14 5WH.

If, after you have given us this Legal Charge, we tell you of a different address, you shall send all notices or documents to that new address.

Schedule 1
FORM OF NOTICE - ASSIGNMENTS

Part I
Notice of Assignment

To: _____

_____

Date: _____

Dear Sirs,

We give you notice that, by a legal mortgage dated _____ (the "**Deed**"), we charged by way of _____ to Cynergy Bank Limited (the "**Bank**") all our right, interests and benefits in, to and under [_____ dated _____ between _____ relating to _____ (including all monies payable thereunder and the proceeds of all claims and judgments for breach of covenant) (the "**Lease**").] **OR** [the _____ policy number _____ effected by us or whomsoever in relation to the risk to _____ (including all monies payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy of insurance (the "**Policy**").]

We will remain liable to perform all our obligations under the _____ and the Bank is under no obligation of any kind whatsoever under the _____ nor under any liability whatsoever in the event of any failure by us to perform our obligations under the _____

We irrevocably instruct and authorise you to pay all payments under or arising under the _____ to our account called "_____ - Bank Account, Account number _____ sort code _____". It is very important that you make immediate arrangements for all sums payable by you under the _____ to be paid to this account.

Please note that:

- all remedies provided for under the _____ or available at law or in equity are exercisable by the Bank;
- all rights to compel performance of the _____are exercisable by the Bank; and
- all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the _____ belong to the Bank.

This letter is governed by and shall continue to be construed in accordance with the laws of England. Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Bank with a copy to us.

Yours faithfully

.....

_____

Part II
Acknowledgment of Assignment

To: Cynergy Bank Limited (the "**Bank**")

Date: _____

Dear Sirs

We confirm receipt from _____ (the "Chargor") of a notice dated _____ of a charge by way of _____ upon the terms of a legal mortgage dated _____ (the "**Deed**") to the Bank of all the Chargor's right, interest and benefit in, to and under the _____ (as specified in that notice) to which we are a party.

We confirm that we have not received notice of:

(a) any assignment or charge of or over any of the rights, interests and benefits specified in such notice; or

(b) the interest of any third party in any of the rights, interests and benefits specified in such notice.

We further confirm that:

(a) no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Bank;

(b) no termination of such rights, interests or benefits will be effective unless we have given the Bank 21 days' written notice of the proposed termination and specifying the action necessary to avoid such termination;

(c) the Chargor will remain liable to perform all its obligations under the _____ and the Bank is under no obligation of any kind whatsoever under the _____ nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the _____; and

(d) no breach or default on the part of the Chargor of any of the terms of such _____ will be deemed to have occurred unless we have given notice of such breach to the Bank specifying how to make good such breach and the Bank has failed to remedy such breach within 14 days of notification of it.

We confirm that we have made all necessary arrangements for all future payments payable under such _____ to be made into the account specified in the notice.

We unconditionally and irrevocably waive all rights of set-off, lien, combination of accounts and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt.

This letter is governed by and shall continue to be construed in accordance with the laws of England.

Yours faithfully

.....

_____

cc. _____

All Monies Legal Charge
Mortgage Conditions
December 2018

www.cynergybank.co.uk