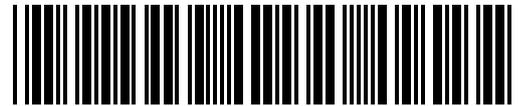




Registration of a Charge

Company Name: **OVINGTON MANAGEMENT LIMITED**

Company Number: **10657075**



Received for filing in Electronic Format on the: **21/07/2022**

XB8QO3D4

Details of Charge

Date of creation: **04/07/2022**

Charge code: **1065 7075 0004**

Persons entitled: **INVESTEC BANK PLC**

Brief description: **58 LANDSDOWNE WAY, LONDON, SW8 2DR (TITLE NUMBER: TGL61296);
66 OLDRIDGE ROAD, LONDON, SW12 8QA (TITLE NUMBER: TGL77119)**

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: **EWAN TREADGOLD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10657075

Charge code: 1065 7075 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th July 2022 and created by OVINGTON MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st July 2022 .

Given at Companies House, Cardiff on 22nd July 2022

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



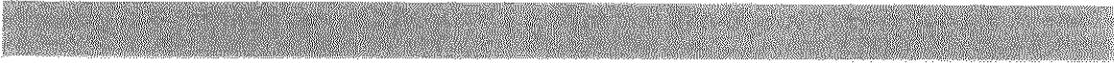
Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated: 4 July 2022

(1) OVINGTON MANAGEMENT LIMITED (2) INVESTEC BANK PLC



LEGAL CHARGE

For mortgages and buy-to-let loans over residential property

FORM OF CHARGE FILED AT HM LAND REGISTRY UNDER REFERENCE MD1201K

Confidential

Legal Charge

This legal charge is made as a deed on:

4 July

2022

Between:

Ovington Management Limited (company number 10657075) of Acre House 11/15 William Road London NW1 3ER

In this legal charge, we will refer to the person(s) named above as you or your, as appropriate. The person named above or, if more than one person is named, all of those persons together is a mortgagor and borrower.

and:

Investec Bank plc of 30 Gresham Street, London EC2V 7QP, United Kingdom (registered in England and Wales as company number 00489604) and any successors in title, assigns or transferees.

In this legal charge, we will refer to Investec Bank plc and any successors in title, assigns or transferees as we, our or us, as appropriate. Each of Investec Bank plc and any successors in title, assigns or transferees is a mortgagee.

Address or description of property to be charged

Land Registry title number(s)	Address or description of property
TGL61296	58 Lansdowne Way, London SW8 2DR
TGL77119	88 Oldridge Road, London SW12 8QA

including existing and future fixtures, fittings, alterations and additions.

In this legal charge, we will refer to each of the properties described above (separately or together) as the property.

Confidential

4147-2483-3337, v. 2

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1. Definitions

In this legal charge, the words and phrases below have the specific meanings set out next to them.

"enforcement event" means:

- (a) the occurrence of an event of default or enforcement event set out in any document or agreement under which any of the secured liabilities are due or owing or are incurred by you to us; or
- (b) us making a demand of you to pay and discharge all or any of the secured liabilities.

"expenses" means the liabilities, damages, claims, losses, costs and expenses described in condition 8.1.

"secured documents" means each contract, deed or other document which requires this legal charge as security for amounts which are due, owing or incurred to us by you under that contract, deed or other document.

"secured liabilities" means all amounts (including interest, fees and all costs and expenses payable by you) which are due, owing or incurred to us by you from time to time under the secured documents.

Secured liabilities includes all such amounts which are due, owing or incurred to us by you from time to time under the secured documents, whether they are owing now or at any time in the future, and whether they are actual or potential sums and liabilities (sometimes referred to as contingent sums) and whether they are due, owing or incurred to us by you as principal or guarantor.

Secured liabilities also includes all amounts payable by you to us in accordance with condition 8.

"security assets" means the property and all other assets, rights and benefits referred to in condition 4.2.

2. Understanding this legal charge

In this legal charge, unless the context otherwise requires:

- (a) singular words include the plural of those words;
- (b) the expressions "includes" and "including" do not limit the meaning of any other words;
- (c) where we refer to any law or rule (for example, the Law of Property Act 1925), all changes to that law or rule are also included; and
- (d) where we refer to this legal charge, we mean the terms of this legal charge as amended, added to or replaced from time to time.

3. **Agreement to pay**

You agree that you will pay to us or discharge all of the secured liabilities when we demand you to do so.

Confidential

4147-2483-3337. v. 2

4. Security

4.1 As continuing security for the payment and discharge of all the secured liabilities and with full title guarantee you charge the property by way of first legal mortgage to us.

4.2 If, for any reason, it is not included in the security given to us under condition 4.1 you charge to us with full title guarantee:

- (a) any rights you have under any agreement, or guarantee relating to the property and any right of action for negligence or misrepresentation affecting the value of the property or your decision to buy, develop or lease it;
- (b) any rights you have to claim compensation of any kind in relation to the property;
- (c) any rights you have to shares in a management or residents' company or similar association because of your interest in the property;
- (d) all easements, servitudes and rights which benefit the property;
- (e) any right you may have to sums (including rent, compensation or insurance in respect of the property) which are or may become payable in respect of the property, any damage to it or reduction in its value;
- (f) any right you may have to extend the term of any lease of the property or to take a new lease or acquire the freehold or ownership of or other such interest in the property; and
- (g) any leasehold or freehold in the property which you acquire after the date of this legal charge.

4.3 If, for any reason, any of the assets, rights and benefits listed in condition 4.1 and condition 4.2 are not effectively charged to us under condition 4.1 or condition 4.2, you declare and agree that you hold them on trust for us.

4.4 You will promptly take, at your own cost, any action we or any receiver ask you to take in respect of the assets, rights and benefits expressed to be charged to us and/or held on trust for us under condition 4.2, the security created by this legal charge and our rights, powers and benefits under this legal charge. This includes, without limitation, signing a document assigning the assets, rights and benefits expressed to be charged to us and/or held on trust for us absolutely to us as security for the secured liabilities, if we request you to (and in such form and on such terms as we or any receiver may specify).

4.5 This legal charge is separate from and will not be affected by or prejudice any other security we may hold for the secured liabilities (or any part thereof) from time to time. It is a continuing security and we do not have to release this legal charge until you have paid and discharged all of the secured liabilities in full and we are under no obligation to lend further amounts to you. No other security held by us over the security assets will merge with this security as a result of this legal charge and will remain in full force and effect as a continuing security until discharged by us.

4.6 Neither your obligations under or pursuant to this legal charge nor the security created by this legal charge will be prejudiced or affected by any act, omission or thing (whether or not known to you or us) which, but for this provision, would reduce, release, prejudice or provide any defence in respect of any of your obligations under or pursuant to this legal charge or the security created by this legal charge.

4.7 The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925, shall not apply to this legal charge.

- 4.8 You must give to us (or our agent that we nominate) the title deeds to the property and any other documents relating to title of the property promptly after you receive them. We or our agent will hold the title deeds and other title documents (at your risk) until this legal charge is released.
- 4.9 If you hold or become entitled to a share in a management or resident's company or similar association because of your interest in the property, you will deposit any share certificate with us together with a signed share transfer form with the name of the transferee left blank. We will be entitled to do any of the following things on your behalf:
- (a) transfer the share to any person to whom we have sold the property under this legal charge and receive any payment for this;
 - (b) exercise any voting rights if we have taken possession of the property.
- 4.10 You will, at your cost, promptly do or procure to be done anything which we may require you to do in order to create, perfect, preserve or improve any security created or intended to be created for the payment and/or discharge of the secured liabilities. You will also, at your cost, promptly do or procure to be done anything which we may require you to do to help us obtain the full benefit of or exercise any of our powers under this legal charge or to enable us to protect, manage or sell the property or any other security assets for the payment and/or discharge of the secured liabilities. This includes signing any document that we may request.
- 4.11 If we enforce our security, but the net proceeds from any sale (or other realisation of the security) are not enough to pay and discharge all of the secured liabilities, you will pay the difference between the amount of the net proceeds and the amount of the secured liabilities (this is the "shortfall") to us. You must pay this shortfall even if we have given a deed of discharge or release. You will pay us interest on this shortfall at the interest rate or interest rates applicable to the relevant secured liabilities until all of the secured liabilities are paid and discharged in full.

5. Registration at the Land Registry and further advances

- 5.1 You apply to the Land Registrar for the following to be entered against your title to the property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of Investec Bank plc referred to in the charges register".

- 5.2 Our obligations to make further advances or further loans to you is incorporated into this legal charge for the purposes of section 94(1)(c) of the Law of Property Act 1925 and section 49(3) of the Land Registration Act 2002 and:

- (a) you consent to us making an application to the Land Registrar for the registration of a notice of such responsibility to be entered against your title to the property; and
 - (b) we confirm that we will make further advances to you on the terms and subject to the conditions of the secured documents.
- 5.3 If the title to the property is not registered at the Land Registry, you agree to ensure that no person (other than you) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the property, without our prior written consent.
- 5.4 Whether or not title to the property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against your title to the property,

you agree to promptly provide us with full details of the circumstances relating to such caution or notice. If such caution or notice was registered to protect an interest which is not permitted under this legal charge, you agree to take such steps as we may reasonably need to ensure that the caution or notice, as applicable, is withdrawn or cancelled. Any such steps will need to be taken at your cost.

6. Property undertakings

6.1 You agree that (unless and to the extent that you have first obtained our written consent):

- (a) you will keep the property and all utilities on the property in good repair and condition to our reasonable satisfaction;
- (b) you will, if a fixture is damaged, promptly replace it with one of the same or greater value and quality;
- (c) you will allow and enable us (and anyone authorised by us) to go into the property at any reasonable time:
 - (i) to inspect it; and/or
 - (ii) to carry out work which we have requested you to carry out on the property and you have failed to carry out that work within a reasonable time;

and if we do so, it does not mean that we have accepted the legal responsibilities of a mortgage lender in possession of the property;

- (d) if you receive any notice about the property or any other security asset, you will:
 - (i) within 7 days of receiving it, send us a copy; and
 - (ii) comply with the requirements of the notice and our reasonable requirements about the notice (including how to respond to it) within a reasonable time;
- (e) you will observe and perform all obligations, covenants, restrictions, laws and regulations which affect the property or the other security assets or the use of the property or the other security assets;
- (f) you will pay all rents, taxes and other money payable in relation to the property or the other security assets on time and produce the receipts to us if we ask you to;
- (g) if your title to the property is leasehold, you will:
 - (i) observe and perform the tenant covenants in the lease and do all you can to ensure that the landlord and any other party to the lease complies with their obligations under the lease;
 - (ii) inform us of any proposal to take a new or extended lease of the property or to acquire the freehold of the property or to convert any part of the leasehold title to commonhold; and
 - (iii) if the term of the lease of the property is extended or if you acquire the freehold or commonhold of the property, sign a new legal charge incorporating these conditions giving us a legal charge over the extended term or the freehold or commonhold interest if we ask you to;

- (h) if you have any right to bring court proceedings against any person in connection with the property or any other security asset, you will take such action in relation to those rights as we may reasonably require or transfer the benefit of those rights to us at our request; and
- (i) you will make all filings and registrations and take all other actions necessary for the creation, perfection and preservation of the security created by this legal charge.

6.2 You agree not to do any of the following without first obtaining our written consent:

- (a) sell the property or any other security asset or any part of the property or any other security asset or create or agree to create any interest in favour of any other person over the property or any other security asset or make any declaration of trust of any of your interests in relation to the property or any other security asset;
- (b) grant or agree to grant any lease, tenancy or licence of the property (and any right you have under law to grant or accept a surrender of leases does not apply);
- (c) create or allow to exist any security over the property or any other security asset other than the security created by this legal charge;
- (d) share or part with possession of the whole or any part of the property or any other security asset;
- (e) allow any person other than you to be registered as the proprietor of the property;
- (f) if your title to the property is leasehold, allow the lease to come to an end, agree to any changes in its terms or break any of its terms;
- (g) use the property for non-residential purposes;
- (h) neglect or damage the property or any other security asset or do anything else which might jeopardise or otherwise prejudice its value or marketability;
- (i) alter the structure of the property or add anything to it or demolish all or any part of the property or change its use or carry out any development on the property. Where necessary, you must also obtain the approval of the local planning authority to the changes, building regulations approvals and any other necessary consents or licences;
- (j) leave the property empty for more than 90 days running without notifying us in writing (unless you are making reasonable efforts to let the property in accordance with the terms of the secured documents) and without taking such steps that are reasonably needed to secure the property;
- (k) do (or allow to be done or omit to do) anything to invalidate the insurance or make it more expensive or difficult to insure the property or any other security asset;
- (l) negotiate, give up or settle any insurance claim relating to the property or any other security asset;
- (m) apply for or obtain any improvement grant or similar grant relating to the property;
- (n) grant or agree to grant any third party lease, licence or other right or interest in or on or above or about any part of the property for erecting or retaining on the property any solar panels or other plant or equipment for the supply or production of electricity; or

- (o) allow anyone else to do any of these things.
- 6.3 You will provide to us promptly upon request any further information and documentation that we may reasonably ask for in relation to you or the property or any other security asset.
- 6.4 You will be responsible for the cost of complying with your obligations under this condition 6. If you do not comply with the requirements of this condition 6, we can do anything which you should have done under this condition 6 on your behalf and you will be responsible for any costs, expenses and other liabilities we reasonably incur or pay.
- 7. Insurance**
- 7.1 You must maintain insurance on the property at all times and pay all of the premiums on time.
- 7.2 If the property is leasehold, you may not be able to insure it if your landlord is obliged to do this. In this case, you must do all you reasonably can to ensure that your landlord insures it and that it covers what we need it to.
- 7.3 You must provide us with a copy of the insurance policy and proof that it is still in force if we ask for this. If we reasonably think the insurance policy is not adequate, you must improve the cover in the way we ask you.
- 7.4 The policy must cover the property against any risks we tell you about and for the full cost of reinstating and rebuilding it to its original form if something happened to it. This amount must be "index linked" so that it changes over time to take account of inflation.
- 7.5 We may insure the property if:
- (a) you do not insure it;
 - (b) we reasonably think the insurance policy that is in place is not adequate and you have not improved it when asked; or
 - (c) you do not provide us with details of the insurance when we ask you.
- 7.6 If we do this, we will decide on the policy terms, including who the insurer will be, what risks are covered and the amount of the cover.
- 7.7 The insurance we take out may only be to cover our interests and we will not be obliged to cover your interests.
- 7.8 You must not do anything to invalidate the insurance or make it more expensive or difficult to insure the property.
- 7.9 You must tell us immediately about any significant damage to the property which could mean you need to make a claim under the insurance policy.
- 7.10 If the insurance policy allows us to, we will have a right to negotiate with the insurer and settle a claim on reasonable terms. If it does not, you will not settle a claim without our consent.
- 7.11 You may use any money you or we receive from an insurance claim:
- (a) to repair or rebuild the mortgage property;

- (b) for the purpose the claim was made; or
- (c) to repay part or all of the secured liabilities.

7.12 You will hold any money you receive from an insurance claim on "trust" for us until it is used. This means that you will hold the money for our benefit until it is used.

8. Expenses

8.1 You must pay us when we ask you any expenses we or a receiver reasonably incur for administering and, if necessary, enforcing this legal charge.

8.2 Our expenses cover the costs we pay to third parties and a reasonable estimate of our costs. We aren't able to set out all the expenses we might reasonably incur but these will include, for example, costs for:

- (a) recovering all or part of the secured liabilities;
- (b) protecting preserving or enforcing the security over the property (or any other security asset) or the property itself;
- (c) bringing or defending legal proceedings about the secured liabilities, the property or any other security asset;
- (d) remedying any breach by you of your obligations under a secured document or this legal charge (for example, if we incur costs for insuring or repairing the mortgage property because you have not done this); or
- (e) exercising any of our rights under a secured document or this legal charge (for example, the valuer's costs if we choose to the mortgage property.

All of these expenses form part of the secured liabilities.

9. Enforcement of the security

9.1 On or following the occurrence of an enforcement event, we may do any of the following things:

- (a) require you to leave all or part of the property;
- (b) take possession of all or part of the property and the other security assets;
- (c) if all or part of the property is let, collect the rent;
- (d) sell, agree to sell or grant an option over all or part of the property and any other security asset on any terms;
- (e) borrow money, using all or part of the property and any other security asset as security and pay any interest, costs or fees;

- (f) give to any other person the powers and authorities which we could give them if we were the absolute owner of the property or any other security asset;
- (g) buy out anyone else's interest in all or part of the property or any other security asset;
- (h) manage, decorate or furnish all or part of the property and provide services for any tenants;
- (i) carry out or complete repairs, maintenance, improvements or alterations to all or part of the property (and obtain any planning permissions, buildings regulations approvals and consents or licences necessary to do so);
- (j) insure all or part of the property or any other security asset;
- (k) appoint, employ, pay and dismiss staff, contractors and agents;
- (l) take, enforce, defend and/or abandon any actions, suits and proceedings in connection with all or part of the property or any other security asset in your name;
- (m) vary the terms of, end, renew or accept surrenders of leases or tenancies of the property generally on terms which we in our discretion think fit and grant, agree to grant, amend and/or terminate leases, tenancies, licences or users' rights of the whole or any part of the property on whatever terms we decide (the restrictions on granting leases in section 99 of the Law of Property Act 1925 do not apply to us);
- (n) make any arrangements or compromises which we decide about any lease of the property or any covenants, conditions or restrictions relating to the property, any other security asset or anything else;
- (o) exercise all the other powers given to mortgagees by the Law of Property Act 1925 and have and exercise the same powers as a receiver appointed under this legal charge;
- (p) require you to remove your furniture or goods or those of any other person staying in the property and, if you have not done so within 14 days of the notice, as your agent, remove, store, sell, rent or in any other way deal with any of the furniture or goods. We will not be responsible for any loss or damage caused by exercising this power unless we failed to take reasonable care in dealing with the furniture or goods; and
- (q) do anything else that we would be able to do if we were the absolute beneficial owner of the property and the other security assets or which are incidental to the exercise of any of the foregoing powers or to the realisation of the security created by this legal charge.

9.2 We have the power to sell the security assets given to us by section 101 of the Law of Property Act 1925. This power will be available to us from the date of this legal charge (and for this purpose the secured liabilities shall be due at such date) but we will only use it as set out in condition 9.1 above. We may exercise this power free from the restrictions on the exercise of the power of sale set out in section 103 of the Law of Property Act 1925.

9.3 If we (or a receiver) enter into possession of the property or any other security asset, we will not have to account to you as mortgagee in possession. If we (or a receiver) enter into possession of the property or any other security asset, then we (or such receiver) are entitled to go out of possession at any time.

10. Appointment of receiver

10.1 At any time after any enforcement event has occurred, we may appoint one or more people to be a receiver of all or any part of the property and any other security asset.

10.2 Where we appoint more than one receiver they may be given power to act either together or on their own. We can replace any receiver that we appoint at any time.

10.3 We may, from time to time, agree the fees and charges of any receiver. For this purpose, section 109(6) of the Law of Property Act 1925 (which relates to the remuneration and charges of a receiver) shall not apply.

10.4 The receiver shall (so far as the law allows) be your agent. You will be liable for anything which they do or fail to do and for their charges. Notwithstanding the preceding sentence, if a liquidator of you is appointed, the receiver shall thereafter act as principal and not as our agent, unless we otherwise agree.

10.5 A receiver will have and be entitled to exercise all powers given by the Law of Property Act 1925 to a receiver and all powers given to us by this legal charge. The receiver shall also be entitled to exercise all the powers of an absolute beneficial owner in relation to the property and the other security assets for the secured liabilities. The receiver will not have authority to do anything we specifically exclude in

writing at the time of their appointment or afterwards. None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or the giving of notice or otherwise shall apply in relation to any receiver appointed under this condition 10.

10.6 Section 109(8) of the Law of Property Act 1925, which specifies the order in which a receiver shall pay out any money received by them, shall not apply. Instead, any money received by the receiver (or by us) under this legal charge shall be applied as follows:

- (a) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of their powers and in reimbursement of all such costs, charges and expenses paid by them;
- (b) in payment of the receiver's remuneration/fees;
- (c) in payment and/or discharge to us of the secured liabilities, and any remaining balance shall be paid to the person entitled to it.

11. Power of attorney

11.1 By signing this legal charge and in order to secure our interest in the property and the other security assets, you irrevocably appoint us, any receiver and any other person appointed by us to be your attorney. Each attorney will be legally entitled to do things on your behalf and the attorney's acts will bind you as though you had done them. The attorney may act in your name and on your behalf.

11.2 The steps that the attorney may take under the power of attorney include:

- (a) doing anything which you ought to do or can do under this legal charge, including the entering into of any document;
- (b) exercising the same rights in respect of the property and the other security assets as you can;

- (c) subscribing for any shares referred to in condition 4.9 and/or transferring any such shares to anyone and keeping payment for them; and
 - (d) doing anything that the attorney may decide to do with a view to remedying any failure to comply with this legal charge or exercising, preserving and/or enforcing any rights you have in connection with the property and the other security assets.
- 11.3 The attorney will be entitled to delegate the power of attorney to third parties where this is reasonably necessary.
- 11.4 The attorney will not be liable for anything which is done under the power of attorney unless the attorney has failed to use reasonable care in exercising the power.
- 11.5 You agree to confirm whatever the attorney does or purports to do under this condition 11 provided the attorney has acted in good faith.
- 11.6 This power of attorney shall cease when all of the secured liabilities have been fully paid and discharged and this legal charge is released.

12. Protection of third parties

No one dealing in good faith with us or a receiver or an attorney appointed under this legal charge needs to check that we, that receiver or that attorney are exercising our rights (or the rights of the receiver or attorney) according to this legal charge. Anyone buying the property or any other security asset or dealing in good faith with us, that receiver or that attorney is fully protected by the law.

13. Joint mortgagors – each of you have full liability

If there is more than one of you, this legal charge and the covenant to pay the secured liabilities applies to all of you together and to each of you individually. This means, for example, that we can ask one of you to repay the secured liabilities and that if any of you break this legal charge we may take action against all of you.

14. Communications and notices

14.1 All notices you give us must be:

- (a) in writing and be signed by all of you; and
- (b) provided by courier or sent by post.

We will not accept any communications by e-mail, SMS or any other form of electronic message.

- 14.2 We will only be treated as having received notice sent by you if we actually receive it. We will be treated as having received notice at the time of actual receipt by us, if this is during our normal business hours. If notice is received outside of our normal business hours, we will be treated as having received it at 9.00 am on the next business day.
- 14.3 We will send notices to you (or any person you have nominated to receive notices) using the contact details we hold from time to time by courier or by post.
- 14.4 If there is more than one of you, we will send only a single notice to you all using the contact details we hold, unless you tell us otherwise.

14.5 You will be treated as having received notice sent by us as follows: (a) courier – at the time of delivery; and

(b) post – 48 hours after posting.

15. Governing law

15.1 The legal charge and our dealings with you before you entered into this legal charge are governed by the laws of England and Wales.

15.2 If there is a dispute, you or we may bring legal proceedings in the English Courts. You and we may also bring legal proceedings in another part of the United Kingdom if you live or the property is there.

15.3 If your registered office is outside of England and Wales, you will appoint (and maintain the appointment of) a service agent in England and Wales to receive, for and on your behalf, service of any document relating to or in connection with any proceedings before any English court in connection with this legal charge and you agree to provide us with a written acknowledgement from that service agent of their appointment in a form acceptable to us. You acknowledge that the failure of the service agent to notify you of any service of process on them will not invalidate the relevant proceedings.

15.4 If any service agent appointed by you is unable, for any reason, to continue to act on your behalf or is no longer in England or Wales, you agree to appoint a replacement service agent in England and Wales within 14 days of such event in accordance with condition 15.3. If no such appointment is made by you within that time period, we may, by notice to you, appoint a replacement service agent for you.

15.5 We will only communicate with each other in English.

16. Our rights to make mortgage transfers

16.1 You cannot transfer or let another party take over your rights and obligations under this legal charge or a secured document.

16.2 We may transfer all or any of our rights and obligations under this legal charge (and any related secured document) to another party without our consent. If we do this, the party we make the transfer to will have the same rights and obligations as us and the transfer will not reduce your rights and obligations.

16.3 We may share information and about you and your secured liabilities (including about this legal charge, the secured documents, your property and the conduct of your account) with potential or actual transferees and their advisers and anyone else we reasonably need to in order to complete the transfer, as long as they keep this information confidential in the same way we do.

17. Consents

If this legal charge requires you to obtain our consent before you can do something you must obtain our consent in writing. We will not refuse our consent unless we reasonably think that giving it may:

(a) adversely affect our security over the property or other security assets;

(b) adversely affect the value of the property;

(c) adversely affect your ability to repay the secured liabilities; or

(d) cause us to incur costs.

18. Availability of rights

18.1 If we have the right to do something (such as ask you to take possession of the property if an enforcement event occurs) and we choose not to at a particular time or we delay doing this, this will not affect our right to take this action later.

18.2 The Contracts (Rights of Third Parties) Act 1999 does not apply to this legal charge. This means that only you and we (and anyone that we transfer our rights and obligations to) can rely on this legal charge.

18.3 Your obligations under or pursuant to this legal charge and the security created by this legal charge will not be prejudiced or affected by any amalgamation, merger or reconstruction of any kind effected by us with any other person or any sale or transfer of the whole or any part of the undertaking and assets of us to any other person.

18.4 We may redeem any security interest of any nature whatsoever having priority to the security created by this legal charge at any time or procure the transfer thereof to us and may settle the accounts of holders of such interests and any account so settled shall be conclusive and binding on you. All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by you to us promptly on demand and shall form part of the secured liabilities.

18.5 We may at any time during which any of the secured liabilities for which a person other than you is liable as principal debtor or as co-surety with you have not been paid or discharged in full credit to and retain in a suspense account, for such period as we think fit, any moneys received, recovered or realised under or in connection with this legal charge to the extent of the secured liabilities, without any obligation to apply all or any part of the same in or towards the discharge of secured liabilities.

18.6 If we receive notice (actual or constructive) of any subsequent security interest of any nature whatsoever over any security asset we may open a new account in your name (whether or not we allow any existing account to continue), and if we do not do so, we shall be deemed to have done so at the time we received or was deemed to have received such notice. Thereafter, all subsequent payments

by you to us or received by us for your account shall be credited or deemed to have been credited to the new account, and shall not operate to reduce the secured liabilities at the time we received or were deemed to have received such notice.

18.7 We may, at any time, without affecting the security created by this legal charge or your liability under this legal charge:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by us (or anyone on our behalf) in respect of any secured liabilities; or

(b) apply and enforce the same in such manner and order as we see fit (whether against those amounts or otherwise), and

you waive any right you may have of first requiring us to proceed against any other person, exercise any other rights or take any other steps before exercising any of our rights or powers under or pursuant to this legal charge.

18.8 Any release, discharge or settlement between you and us shall be conditional upon no payment, discharge, right, security or disposition given to us by any person being void, set aside or ordered to be refunded or released by virtue of any applicable insolvency law or for any other reason whatsoever and where such condition is not satisfied, we may continue to retain the security created by this legal charge for such further period as we may determine.

- 18.9 For the purposes of discharge of any secured liabilities, we may, in our sole discretion, convert any moneys received or recovered in any currency into any other currency at such rate or rates of exchange as we are able, on the relevant date or dates, to purchase the other currency with that received or recovered.
- 18.10 As a separate and independent obligation, you will indemnify and hold us harmless against any shortfall between any moneys received or recovered in respect of any amount due under this legal charge and converted in accordance with condition 18.9 and the amount due (in the currency of its payment).
- 18.11 For the purpose of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, this legal charge incorporates all the terms of the secured documents and any and of any agreement in existence at the date hereof between you and us in relation to any such.

19. Our liability

19.1 Neither we, nor any receiver or attorney appointed by us (nor any of our or their respective officers, employees and agents) shall, in any circumstances, (whether as mortgagee in possession or otherwise) be liable to you or to any other person for any liability, damages, claim, cost, loss, penalty, expense or demand arising under or in connection with this legal charge or the security created by this legal charge, including, without limitation, any liability, damages, claim, cost, loss, penalty, expense or demand relating to:

- (a) the enforcement of the security created by this legal charge; or
- (b) any exercise, purported exercise or non-exercise of any right or power under or in relation to this legal charge or the security created by this legal charge.

19.2 Condition 19.1 shall not apply in respect of any liability, damages, claim, cost, loss, penalty, expense or demand to the extent that it arose solely as a result of the fraud, gross negligence or wilful default of us, any receiver or any attorney appointed by us and shall not apply in respect of any liability of us arising solely from a breach by us of any of our contractual obligations hereunder.

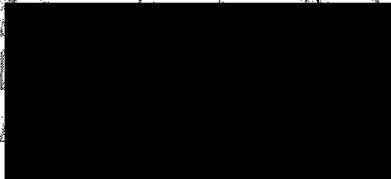
19.3 You may not take any proceedings against any officer, employee or agent of us or of any receiver or attorney appointed by us in respect of any claim against us or any receiver or attorney appointed by us

or in respect of any act or omission of such officer, employee or agent, in each case in connection with this legal charge.

19.4 Each officer, employee and agent of us or of any receiver or attorney appointed by us may rely on this condition in accordance with the Contracts (Rights of Third Parties) Act 1999 (but subject to condition 18.2). However, the consent of any of our officers, employees and agents is not required to rescind or vary this legal charge at any time.

Signed as a deed by you as a mortgagor acting by two directors (or two members in the case of a limited liability partnership); or a director and its secretary; or a director (or a member in the case of a limited liability partnership) in the presence of a witness:

Signature: 
Full name of signatory JUSTIN DEWINTER
Title: Director/Member

Signature: 
Full name of Signatory in block capitals: JUDAH JACKSON
Title: Director/Member/Secretary/Witness
Address (witness only): 
Occupation (witness only): 