



Registration of a Charge

Company name: **VIEW PROPERTY SPV2 LIMITED**

Company number: **11102469**



X725UJMG

Received for Electronic Filing: **21/03/2018**

Details of Charge

Date of creation: **19/03/2018**

Charge code: **1110 2469 0001**

Persons entitled: **TOGETHER COMMERCIAL FINANCE LIMITED TRADING AS TOGETHER**

Brief description: **FREEHOLD PROPERTY KNOWN AS MARLOWE HOUSE, SCHOOL LANE, HADLOW DOWN, UCKFIELD, TN22 4HY**

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SEEMA ANANT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11102469

Charge code: 1110 2469 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th March 2018 and created by VIEW PROPERTY SPV2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st March 2018 .

Given at Companies House, Cardiff on 23rd March 2018

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

LEGAL CHARGE (CORPORATE INCLUDING FLOATING CHARGE)

This is an important document. You should take independent legal advice before signing and sign only if you want to be legally bound. If you sign and the Lender is not paid you may lose the assets charged. In the case of registered land this document and any priority agreement with any other lender will be a public document.

THIS DEED OF LEGAL CHARGE ("this Legal Charge") dated 19th March 2018 is given by the Mortgagor to the Lender upon the terms set out below.

Mortgagor:

VIEW PROPERTY SPV2 LIMITED (Company Number 11102469) whose registered office is at 19a Portland Street, BRIGHTON, BN1 1RN

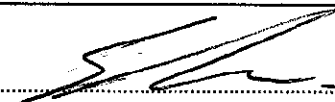

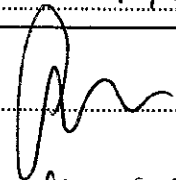
Lender: Together Commercial Finance Limited (company number 2058813), trading as Together, of Lake View, Lakeside, Cheadle, SK8 3GW
Property:

Marlowe House, School Lane, Hadlow Down, UCKFIELD, TN22 4HY

registered with [freehold/leasehold] [title absolute] under the Title Number: SX15479

1. The Mortgagor with full title guarantee charges the Property by way of legal mortgage and creates other charges all as set out in clause 1 of the Mortgage Conditions with the payment of all monies payable by the Mortgagor to the Lender as set out in the same clause.
2. This Legal Charge incorporates the Mortgage Conditions set out below in the Schedule.
3. The Lender is entitled but not obliged to make further advances and any further advances are secured by this Legal Charge.
4. The Mortgagor agrees to pay all monies due to the Lender on demand including interest and other Liabilities secured in accordance with clause 1 of the Mortgage Conditions.

This Legal Charge has been executed as a Deed by the undersigned on the above date.

EXECUTED as a DEED by the MORTGAGOR acting by two directors or one director and the secretary	 Director Signature
	<u>STEVE JONES</u> Director Name
	<u>12/03/18</u> Date
	 Director/Secretary Signature
	<u>PAUL CARELESS</u> Director/Secretary Name
	<u>12/03/18</u> Date

Form of charge filed at HM Land Registry under reference MD1491B

SCHEDULE

Mortgage Conditions

1. The Mortgagor with full title guarantee charges all legal estates or interests in the Property (which for the avoidance of doubt includes all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Property) which belong to the Mortgagor now or in the future to the Lender by way of legal mortgage (subject to the rights of any prior mortgagees) as a continuing security for the payment and discharge to the Lender of the Liabilities.
2. The Mortgagor further charges to the Lender:
 - i. by way of equitable mortgage (a) all equitable interests in the Property which now or may at any time in the future belong to him (b) any shares or membership rights which the Mortgagor holds in any company or association connected with the Property and (c) the goodwill of the Mortgagor relating to the business carried on at the Property, in each case with the payment of the Liabilities (but without prejudice to the validity of the legal charge on any legal estate or interest); and
 - ii. by way of floating charge, all the undertaking, property, assets and rights of the Mortgagor (present and future) wherever situate not effectively mortgaged or charged pursuant to clauses 1 and 2.i.
3. The Mortgagor authorises the Lender to correct any incorrectly completed name or address and to insert the relevant date in this Legal Charge and/or the correct title number of the Property against its description for the purpose of identifying the Property and/or the registration of this Legal Charge as a registered charge.
4. The Mortgagor further covenants with the Lender and agrees and declares as follows:-
 - i. the Mortgagor will keep the Property insured with a reputable EU insurance company approved by the Lender against all risks for its full reinstatement value including site clearance and architects fees and with the interest of the Lender noted and authorises the Lender to claim on behalf of the Mortgagor and to give a good and valid receipt to the insurers for any monies receivable under such policy of insurance. In default the Lender may effect such insurance as it sees fit at the expense of the Mortgagor and any sums paid under this clause shall be repayable to the Lender by the Mortgagor on demand;
 - ii. the Mortgagor will make payment of all insurance premiums as and when the same shall become due and on demand by the Lender deliver copies of the policies of such insurance and receipt for each premium paid;
 - iii. the Mortgagor will hold in trust for the Lender any monies received under such policies of insurance and will apply the same towards payment and discharge of the Liabilities;
 - iv. the Mortgagor will protect, put and keep the Property and its fixtures and fittings in good repair and condition and not do anything which will devalue them and shall not make any structural alterations without the Lender's consent;
 - v. the Mortgagor shall not without the previous written consent of the Lender grant or accept a surrender of a lease, tenancy or licence in respect of the Property or any part of it or part or share with possession of it or any part of it;
 - vi. the Mortgagor shall send to the Lender forthwith a copy of any notice or demand, which affects or may affect the Property or his possession or use of it, served on him by any local authority or any other person or both;
 - vii. the Mortgagor shall perform each and every obligation required to be fulfilled by the Mortgagor in any Credit Agreement;
 - viii. the Mortgagor shall observe and perform all obligations (including restrictive covenants and payment of any rent or rent charge) for the time being affecting the Property;
 - ix. the Mortgagor shall observe and perform all obligations, restrictions and requirements which for the time being apply to the Property its use or occupation, whether imposed by English or EU law or regulation or by any other public or local authority or utility company, and including any environmental regulation, code of practice or guidance issued by any UK or EU authority, government or agency;
 - x. the Mortgagor shall not do or omit to do anything which might make it more difficult or expensive to insure the Property or which could invalidate any insurance on the Property
 - xi. Where the Security is or includes any land, buildings or other real Property that benefits from or is the subject of an application for planning permission at any time during the term of the loan the Borrower hereby agrees as a condition of this loan proceeding to:-
 - a. develop the relevant property to the satisfaction of the Lender and in accordance with the timescales and conditions attached to the relevant planning permission ("the Works");
 - b. notify the Lender of all progress in connection with the Works including all planning related matters and to disclose to the Lender all documentation, notices (sent or received), correspondence, details of any meetings that relate to the Works or any ongoing planning application that in any way affects or relates to the Security. The Borrower hereby waives any professional legal privilege in respect of the same;
 - c. notify the Lender in writing of the action the Borrower is taking in relation to the Works at least 12 months (or as soon as possible after drawdown of the loan if there is less than 12 months available) prior to the lapse of any timescales connected to/triggering the relevant planning permission that authorises the Works;
 - d. procure warranties in relation to the Works and in particular the standard of workmanship in favour of the Lender in a form acceptable to the Lender from any third party employed or consulted in connection with the Works;
 - e. procure that in any third party contract associated with the Works the Lender has appropriate step in rights enabling the Lender to enforce any obligations owed by the Borrower as a party to such third party contracts in a format acceptable to the Lender;
 - f. abide and cooperate with the Lender and abide by the Lender's decisions and directions in respect of all planning related and development matters connected with the Works or any part of the Security;
 - g. abide by the Lender's directions in respect of the appointment, ongoing work and supervision of the Lender's surveyor who shall at the Lender's sole discretion oversee and review all matters connected to the Works on the Lender's behalf. The Borrower agrees that the Lender's surveyor's appointment and any work undertaken by him is to be at the Borrower's cost on a full indemnity basis;
 - h. without prejudice to any other cost of indemnity by the Borrower to the Lender the Borrower is to indemnify the Lender in all respects of all costs associated with the Works, any planning or development matters associated with the Security of the ongoing progress of the Works as the Lender sees fit;
 - i. agree any further condition that the Lender sees fit to impose during the term of the loan in connection with the Works or the Security.
5. In any case where the Property consists of registered land the Lender applies for a restriction to be entered on the Proprietorship Register in the following terms:
 "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 the Lender referred to in the charges register" and to the extent that the Lender's security shall fail to take effect by way of Legal Charge it shall take effect as an Equitable Charge, in which case;
 - i. by signing this Agreement the Borrower agrees to the registration of an agreed notice for the purpose of protecting the Lender's interest and to an entry in form N of Schedule 4 of the Land Registration Rules 2003 and;
 - ii. The Borrower authorises the Lender to sign any application for the registration of an agreed notice on behalf of the Borrower.
6. Where this Legal Charge is not a first mortgage the Mortgagor shall comply with the terms and conditions of his first mortgage on the Property and shall use his best endeavours to obtain the consent of the first mortgagee to the registration of this Legal Charge at the Land Registry.
7. Where this Legal Charge is not a first mortgage and any prior mortgagee or chargee is in possession of the Property, in the event that the Lender reasonably considers that (i) the Property is not being realised for the best price reasonably attainable or (ii) that any such prior mortgagee or chargee is not acting in a prudent manner and which is likely to result in the Lender's ability to recover all monies due being put at risk, then the Lender may repay such prior mortgagee or chargee of any sums outstanding to them (in full or in part). All money paid in doing so (including all reasonable costs and disbursements) shall be added to the Liabilities and shall bear interest at the interest rate prevailing at that time to the prior mortgagee or chargee or the interest rate being charged by the Lender under the Credit Agreement, whichever is the lower.
8. Subject to clause 9, the Lender may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Liabilities as the Lender decides.
9. The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Liabilities outstanding at the time of receiving such notice.