021125/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

SATURDAY

A2E09FVD
A15 03/08/2013 #108
COMPANIES HOUSE

A fee is payable with this form. Please see 'How to pay' on the last page

You can use the Web filing service to file this form online. Please go to www companieshouse.gov uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument Use form MR08

For further information, please refer to our guidance at www companieshouse gov uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record

1 Company details

For official use i45

Company number 0 0 3 4 8 8 4 3

Company name in full ABBEY DEVELOPMENTS LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 8 m 0 m 7 y 2 y 0 y 1 y 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name BARKING, HAVERING AND REDBRIDGE UNIVERSITY HOSPITALS NHS TRUST

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

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Particulars of a charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

LAND AT THE SITE OF THE FORMER UPNEY LANE HEALTH CENTRE, UPNEY LANE, UPNEY, ESSEX

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☑ **Yes**

☐ **No**

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Particulars of a charge

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X X

This form must be signed by a person with an interest in the charge

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name SIMON DAWES

Company name CAPSTICKS SOLICITORS LLP

Address 1 ST GEORGE'S ROAD

WIMBLEDON

Post town LONDON

County/Region

Postcode S W 1 9 4 D R

Country UNITED KINGDOM

DX DX 300118 - WIMBLEDON CENTRAL

Telephone 020 8780 4587

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

This form has been provided free of charge by Companies House.

OX

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 348843

Charge code: 0034 8843 0145

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th July 2013 and created by ABBEY DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2013.

Given at Companies House, Cardiff on 8th August 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 18th JULY 2013

(1) ABBEY DEVELOPMENTS LIMITED

-and-

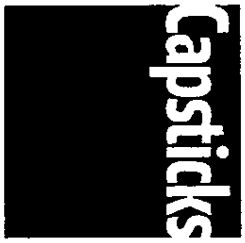
(2) BARKING HAVERING AND REDBRIDGE UNIVERSITY HOSPITALS NATIONAL HEALTH SERVICE TRUST

DEED OF CHARGE

relating to

land at the site of the former

Upney Lane Health Centre
Upney Lane
Upney
Essex



1 St George's Road
Wimbledon, SW19 4DR

Ref SKD/060932
Date 2 July 2013

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
CAPSTICKS
Solicitors LLP
1 St George's Road
Wimbledon
London SW19 4DR

Capsticks (19/07/13)

COUNTY AND DISTRICT: LONDON BOROUGH OF BARKING AND DAGENHAM

TITLE NO. EGL388728 (PART)

PROPERTY: Part of The Upney Lane Health Centre, Upney Lane, Upney, Essex, London, IG11 9YD

THIS DEED OF CHARGE is made the 18th day of JULY 2013

BETWEEN

(1) **Abbey Developments Limited**, a company incorporated and registered in England and Wales with company number 00348843, whose registered office is at Abbey House, 2 Southgate Road, Potters Bar, Hertfordshire, EN6 5DU (the "**Chargor**")

AND

(2) **Barking Havering and Redbridge University Hospitals National Health Service Trust**, of Queen's Hospital, Rom Valley Way, Romford, Essex RM7 0AG, United Kingdom (the "**Chargee**")

AND

WITNESSES:

1. DEFINITIONS AND INTERPRETATION

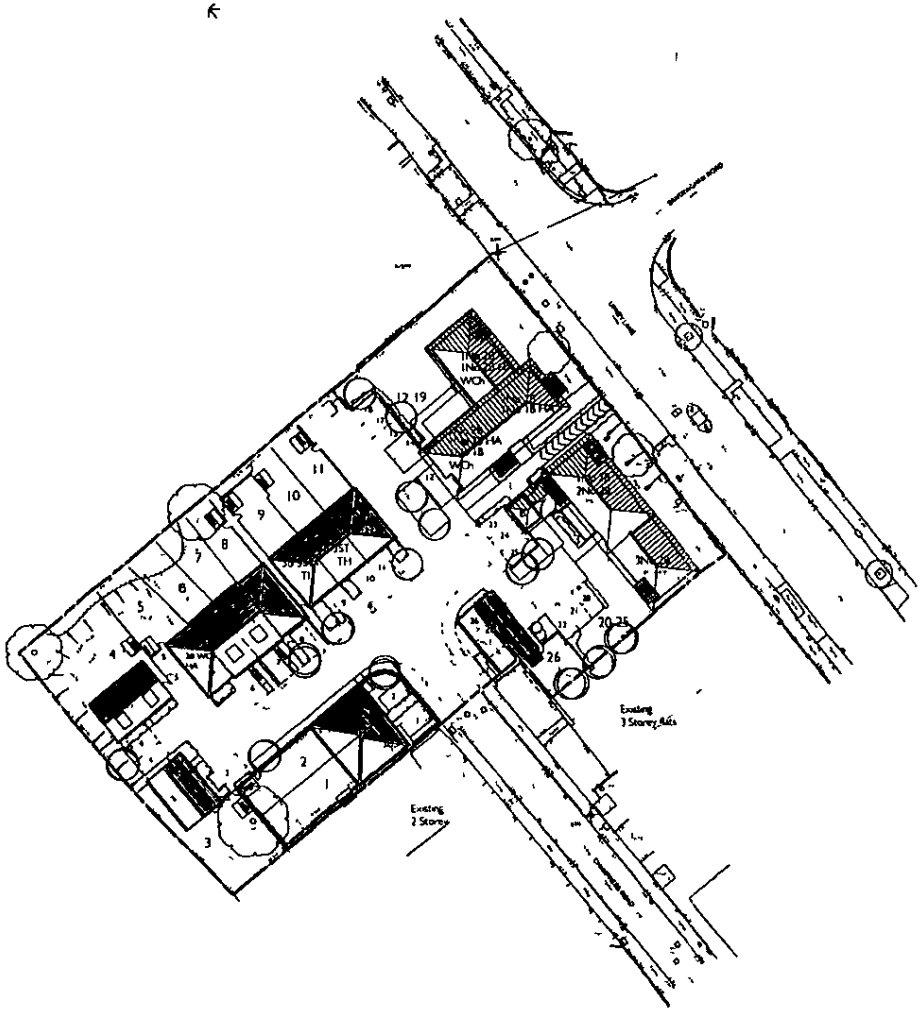
1 1 In this Charge the following expressions shall except where the context otherwise requires have the meanings respectively ascribed to them

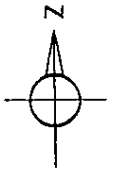
"Agreement" means an agreement for the sale and purchase of the Property dated 4th JULY 2013 and made between the Chargee and Chargor and all documents supplemental or collateral to that agreement for that sale and purchase

"Charge" means this deed of charge and any deed or document supplemental hereto

"Fixtures" means all fixtures fittings plant machinery apparatus

	goods and materials (not being personal chattels within the Bills of Sale Acts 1878 to 1882) now or subsequently affixed to or placed upon the Property
"Insured Risks"	fire explosion lightning impact flood storm or tempest frost earthquake subsidence landslip groundswell or heave riot or civil commotion bursting and overflowing of water tanks apparatus and pipes boiler heating plant or equipment discharge from sprinklers malicious damage aircraft and other aerial devices and items dropped from them leakage property owners' third party liabilities and such other risks as the Chargee may from time to time require to be covered
"Interest Rate"	means 4 per cent above the base rate of Barclays Bank plc at the relevant time
"Property"	means that part of the freehold property situate at and known as the Upney Lane Health Centre, Upney Lane, Upney, Essex, London, IG11 9YD shown edged red on the plan annexed hereto, and which is registered with title absolute at the Land Registry under title number EGL388728 and each and every part thereof including all rights powers easements and liberties attached or appurtenant thereto and including also buildings erected thereon and the Fixtures all of which are charged by Clause 3 of this Agreement
"Receiver"	means any one or more receivers and/or managers appointed under or pursuant to this Charge
"Sums Payable"	means all monies liabilities interest costs charges and expenses which now are or may at any time or times





SCHEDULE

26No Units

Affordable Housing

1No 1B Wheelchair flat
1No 2B Wheelchair flat
1No 1B Flats
1No 2B Flats
1No 2B Wheelchair House
2No 3B Houses

Private Housing

2No 1B Flats
6No 2B Flats
2No 3B Flats
2No 2B House
6No 3B Houses
1No 4B Houses

Parking

37No Spaces

Cycles

38No Spaces

KEY

ACP = Active Charging Point
PCP = Passive Charging Point

Revisions
F 181011 Updated to planning comments
E 041011 Updated to planning comment
D 180911 Plot 8 altered mix altered
C 150911 Plot 26 changed to 2Bed roof to plots 20-25 altered
B 080911 Parking space flat 21 removed cycle parking and path access altered
A 220311 Plot 26 altered to increase access way

Client BHRUH NHS TRUST

Project LAND OFF CHAMPNESS ROAD BARKING

Drawing PROPOSED LAYOUT

Scale 1:500 @ A2 Drawing Number 718/01-F

ROBERT HUTSON
CHARTERED ARCHITECTS
THE MILL THE TYE
EAST HANNINGFIELD
ESSEX CM3 8AE
TEL 01245 400808
FAX 01245 400677
rhutson@btconnect.com

hereafter be due owing or incurred by the Chargor to the Chargee pursuant to Schedule 2 of the Agreement and/ or pursuant to this Charge and whether actually or contingently and whether as principal or surety and whether alone or jointly with any other party or parties as well after as before any demand made or judgment obtained hereunder commission banking legal and other costs charges and expenses on a full indemnity basis

1 2 In the interpretation and construction of this Charge

1 2 1 Words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Chargor" covenants contained in this Charge which are expressed to be made by the Chargor shall be deemed to be made by such persons jointly and severally

1 2 2 Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall also include all instruments orders and regulations for the time being made thereunder or deriving validity therefrom

1 2 3 The expression "the Chargor" shall include the person deriving title under the Chargor or entitled to redeem the security created by this Charge

1 2 4 The expression "the Chargee" shall include the person deriving title under the Chargee

1 2 5 The expression "this Charge" means this Charge and any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms hereof

1 2 6 The headings in this Charge are inserted for convenience only and shall be ignored in construing the terms and provisions hereof

1 2 7 Reference to a clause subclause or schedule without further definition shall be reference to the appropriately numbered clause subclause or schedule of this Charge

2. COVENANT TO PAY

The Chargor covenants with the Chargee that the Chargor will on demand by the Chargee pay and discharge to the Chargee the Sums Payable

3. CHARGE

3 1 The Chargor with full title guarantee **HEREBY CHARGES BY WAY OF LEGAL MORTGAGE** the Property with payment to the Chargee of and as a continuing security for the Sums Payable

3 2 It is agreed and declared that it is the intent of the parties that the Sums Payable should be secured by way of legal mortgage but insofar as they cannot be so secured the Chargor **HEREBY CHARGES IN EQUITY** the Property with payment to the Chargee of and as a continuing security for the Sums Payable

3 3 Insofar as the Property shall be hereby charged in equity and not by way of legal mortgage but not further or otherwise the Chargor **HEREBY DECLARES** that it holds the Property on trust for the Chargee to have such powers of sale as the Chargee would have under the charge by way of legal mortgage if it were valid and effective and the Chargee shall have full power to appoint itself and any other person or persons trustee or trustees in place of the Chargor in respect of the said trust

4. THE CHARGOR'S COVENANTS

4 1 The Chargor covenants with the Chargee

4 1 1 To develop the Property in accordance with the Planning Permission (as defined in the Agreement) as soon as may be reasonably practical and to keep or procure to be kept all buildings and building works and Fixtures from time to time on the Property in a good state of repair and condition and insofar as any of the same become worn out and beyond repair to renew them and not to do any act

or thing which may reduce or prejudice the value of the Property or the buildings or building works from time to time on the Property

4 1 2 to keep insured or procure to be kept insured all buildings from time to time on the Property (including buildings in the course of construction) with reputable and responsible insurers against the Insured Risks in the full reinstatement value thereof (including architects' and surveyors' fees and demolition costs and the costs of shoring up) and to ensure that the Chargee's interest is noted on such insurance policy and duly and punctually to pay and cause to be paid all premiums necessary for effecting and maintaining such insurance when the same shall become due and to produce to the Chargee on demand copies of the insurance policy and latest premium receipt

4 1 3 to apply any monies received on any insurance of the Property (whether such insurance was effected by the Chargor or the Chargee and whether or not such insurance was effected in pursuance of Clause 4 1 2) towards making good the loss or damage in respect of which the monies were received making up any shortfall out of its own money

4 1 4 not without the prior written consent of the Chargee to exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or to create or suffer to be created a tenancy of any description of the whole or any part of the Property or to confer upon any person any contractual licence right or interest to enter onto or occupy the whole or any part of the Property or to accept or agree to accept a surrender of any lease or tenancy with the exception of any Tenancy Agreements

4 1 5 to give written notification to the Chargee of all applications to the local planning authority for planning permission and/or listed buildings consent (save for any proper applications or approvals pursuant to the Planning Permission) and not to carry out or procure to be carried out any operation on or institute or continue any use of the Property for which planning permission and/or listed buildings consent

is required under the Town & Country Planning Act 1990 and the Planning (Listed Buildings and Conservation Areas Act) 1990 respectively except in accordance with the terms of such planning permission and/or listed buildings consent (as the case may be)

4 1 6 not to commit any waste that shall injure or in any manner or by any means lessen the value of the Property

4 1 7 to produce to the Chargee within seven days of receipt a copy of every notice order or proposal given or made by any competent authority in respect of the Property or any part thereof (save for any notices orders or proposals given or made as a result of the development of the Property pursuant to the Planning Permission) and either to comply with or cause to be complied with the same or to make such objections and representations against the same as the Chargee may reasonably require or approve

4 1 8 to enforce the due observance and performance of all tenant obligations under any lease underlease tenancy or agreement for lease to which the whole or any part of the Property is or may become subject and not to waive release or vary or agree to waive release or vary any of the terms of any such lease underlease tenancy or agreement for lease nor to exercise any power to determine or extend the same without the prior written consent of the Chargee

4 1 9 not without the prior written consent of the Chargee to enter into any onerous or restrictive obligations affecting the Property or create or permit to be created any overriding interest or any easement or right whatsoever in or over the Property which might adversely affect its value **PROVIDED ALWAYS** that no consent shall be required for the creation of easements over the Property in favour of service utility companies where reasonable any properly required in respect of utilities which are connected or to be connected to the buildings on the Property

4 1 10 not to demolish any structure or building on the property from time to time or erect any new building or structure on the property or make any alterations or additions

to the buildings and structures on the property from time to time except with the prior written approval of the Chargee

4 1 11 to permit the Chargee and any person authorised by the Chargee to enter the Property or any part thereof at any reasonable hour to view the state and condition of the Property

4 1 12 forthwith after being required to do so by the Chargee to make good any want of repair or maintenance of the Property

4 1 13 to observe and perform all covenants burdens stipulations requirements and obligations from time to time affecting the Property and/or the use ownership occupation possession operation repair maintenance or other enjoyment or exploitation of the Property whether imposed by statute contract lease licence grant or otherwise carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary or desirable to maintain defend or preserve its right title and interest to and in the Property and keep indemnified the Chargee against all costs claims actions proceedings demands expenses and liabilities whatsoever in respect thereof

4 1 14 not to do or suffer to be done on or in relation to the Property or any part thereof any act matter or thing whereby any statute licence permission or approval (whether of a public or private nature) from time to time in force affecting the Property is or may be infringed

4 1 15 to pay or cause to be paid all rents rates taxes levies assessments impositions calls and outgoings whatsoever (whether governmental municipal or otherwise) imposed upon or payable in respect of the Property or any part thereof as and when the same shall become payable

4 1 16 to observe and perform all requirements of all statutes court orders building regulations and bye-laws already or hereafter to be passed and all rules regulations permissions or conditions thereunder and do and execute or cause to be done and executed all such works and things as under or by virtue of all

present or future statutes orders instruments regulations bye-laws rules requirements permissions or conditions now are or shall or may be directed or required to be done or executed upon or in respect of the Property or any part thereof whether by the owner landlord tenant user or occupier thereof or by any other person and indemnify and keep indemnified the Chargee against all costs claims actions proceedings demands expenses and liabilities whatsoever in respect thereof

4 1 17 not during the continuance of the security created by this Charge without the prior written consent of the Chargee to create agree to create or permit to subsist any mortgage or charge on the whole or any part of the Property or in any other way whatsoever dispose of the Property or any interest therein or permit any lien or other encumbrance to arise on the Property or any part thereof nor on the whole or any part of any monies receivable by or on behalf of the Chargor arising in relation to the Property nor assign or otherwise dispose of any such monies whether absolutely or by way of security

4 1 18 to observe and perform all agreements covenants easements obligations stipulations and other things which relate to or affect the Property or any part thereof including (but without prejudice to the generality of the foregoing) all obligations under any lease of the Property or any part thereof and indemnify and keep indemnified the Chargee against all costs claims actions proceedings demands expenses and liabilities whatsoever in respect of any of the foregoing

4 1 19 to keep the Chargee fully indemnified in respect of any breach or non-observance of the covenants contained in this Clause 4 and if default shall at any time be made by the Chargor in the performance of any of such covenants the Chargee shall be entitled but not obliged to perform the same at the Chargor's expense (and the Chargor shall pay all costs expenses and damages occasioned by such default) and with power where necessary or expedient to enter upon the Property without thereby becoming liable to account as a mortgagee in possession or

otherwise

5. THE CHARGEE'S RIGHT TO ENTER AND REPAIR

5 1 If at any time the Chargor shall fail or shall be believed by the Chargee to have failed to perform any of the undertakings or covenants contained in Clause 4 it shall be lawful for the Chargee (but the Chargee shall be under no obligation to do so)

5 1 1 to enter the Property or any part thereof with agents appointed by it and architects contractors workmen and others and to execute such works and do such other things and/or to take such other steps on or in relation to the Property or any part thereof (including without limitation the payment of money) as may in the opinion of the Chargee be required to remedy such failure, and

5 1 2 to take such other steps and do such things as may in the opinion of the Chargee be required to remedy such failure including without limitation insuring the Property against the Insured Risks in the full reinstatement value thereof

5 2 The cost to the Chargee of any works and steps carried out or taken under this Clause 5 shall be reimbursed by the Chargor to the Chargee on demand and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement

5 3 No exercise by the Chargee of its powers under this Clause 5 shall render the Chargee liable to account as a mortgagee in possession

6. POWER OF SALE AND CONSOLIDATION OF SECURITIES

6 1 Notwithstanding any provision of this charge the Chargee's power of sale and power of appointing a receiver under this charge and/or the Law of Property Act 1925 shall be deemed to arise on the expiration of a period of one day from the date hereof and section 103 of the Law of Property Act 1925 shall not apply to this charge

6 2 The restriction on the right of consolidating mortgages which is contained in section 93 of the Law of Property Act 1925 shall not apply to the security hereby

constituted

6 3 The Chargee's power of sale and power of appointing a receiver and all other powers conferred upon the Chargee by Clause 7 shall become immediately exercisable if at any time a payment due under the terms and conditions of the Agreement is not paid in full when due

6 4 At any time after the security hereby constituted has become enforceable the Chargee may at its discretion and without being responsible for any loss or damage which may arise in connection therewith and without any consent by the Chargor

6 4 1 enter upon or take possession of the Property or any part thereof, and

6 4 2 exercise any power which a Receiver appointed by it could exercise

6 4 3 require the Chargor forthwith to assign to the Chargee or its nominee the right to receive all rents reserved by any lease of the Property or any part thereof the reversion to which is vested in the Chargor

6 5 At any time after the security hereby constituted has become enforceable the Chargee may without giving notice thereof to the Chargor appoint any person (whether an officer of the Chargee or not) to be a Receiver of the Property or any part thereof Where more than one Receiver is appointed each joint Receiver shall have power to act severally independently of any other joint Receiver The Chargee may in like manner remove any such Receiver and appoint another in his place and may at the time of appointment or at any time thereafter fix the remuneration of any Receiver so appointed and any Receiver so appointed shall have and be entitled to all powers rights privileges and immunities conferred by the Law of Property Act 1925

7. THE CHARGEE'S REMEDIES RELATIVE TO THE PROPERTY

7 1 Notwithstanding Clause 6 3 the statutory powers of sale and of appointing a Receiver which in relation to the Property are conferred upon the Chargee by Section 101 of the Law of Property Act 1925 as varied and extended by this

Charge and all of the other powers conferred upon the Chargee by this Clause 7 shall in favour of any purchaser (as defined in Section 205 of that Act) or person dealing in good faith with the Chargee or any Receiver appointed hereby be deemed to arise and be exercisable immediately after the execution of this Charge

7 2 Any Receiver of the Property to be appointed pursuant to this Charge shall be appointed by the Chargee in writing and the Chargee may at any time and from time to time in writing remove any Receiver so appointed and appoint another in his place

7 3 Any Receiver of the Property who is so appointed shall in relation to the whole or any part of the Property have all the powers conferred on mortgagees under Sections 99-101 of the Law of Property Act 1925 and shall have power to do all or any of the following things either in his own name as agent for or in the name of the Chargor

7 3 1 to enter upon and take possession of the whole or any part of the Property

7 3 2 (without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925) to grant leases tenancies licences and rights of user for any term of years or less period than a year or for weekly monthly quarterly or yearly tenancies and grant renewals and surrenders or accept surrenders of any leases or tenancies at or for such rents premiums and considerations and upon such terms and conditions (including provisions for the review of rent) as he shall in his absolute discretion think fit

7 3 3 to make allowances to and re-arrangements with any lessees tenants or other persons from whom any rents and profits may be receivable and to negotiate and agree or refer to arbitration any revision of rent under any leases in respect of which the rental may fall to be reviewed and to do whatever he shall deem desirable in connection with any such review or with the exercise of any options

7 3 4 to do any repairs and make any structural or other alterations improvements or additions in or to the Property and purchase or otherwise acquire any materials articles or things and do anything else in connection with the Property which the Receiver may think desirable for the purpose of making productive or increasing the letting or market value of the Property

7 3 5 to institute carry on and conduct services of lighting heating and cleansing and all other services which may be deemed proper for the efficient use or management of the Property

7 3 6 to reconstruct alter improve decorate furnish and maintain the whole or any part of the buildings on the Property

7 3 7 to effect such insurances as he shall in his absolute discretion think fit

7 3 8 to sell and convey all or any part of the Property by public auction tender private treaty with or without advertisement in such lot or lots and at such price or prices and otherwise upon such terms and conditions as he shall in his absolute discretion think fit

7 3 9 to sell all or any of the Fixtures either as a part of and/or together with or separately and detached from the Property

7 3 10 to perform repudiate rescind or vary any contract or agreement for or which relates in any way to any development improvement reconstruction or repair of the Property or any part thereof or which is in any other way connected with the Property or any part thereof

7 3 11 to appoint hire and employ and to remunerate agents servants attendants builders workmen and others on such terms and generally in such manner as he shall think fit either in connection with any exercise by him of any of the foregoing powers or otherwise for any purpose connected with the Property or any part thereof and to discharge any agent servant attendant workman or other person so appointed hired or employed

7 3 12 generally to manage the Property and to exercise and do in relation to the

Property or any part thereof all such powers authorities and things as he would be capable of exercising and doing if he were the absolute beneficial owner of the Property

7 3 13 retain his remuneration and all costs charges and expenses incurred by him out of any money received by him

7 3 14 do all such other acts and things as he may consider incidental or conducive to the exercise of any of the powers aforesaid

7 4 The following provisions shall apply with regard to the appointment powers rights and duties of a Receiver of the Property appointed pursuant to this Charge

7 4 1 any such appointment may be made either before or after the Chargee shall have entered into or taken possession of all or any part of the Property

7 4 2 any Receiver may (at the absolute discretion of the Chargee) be appointed either Receiver of the whole of the Property or Receiver of such part or parts thereof as may be specified in the appointment and in such latter event the powers herein conferred on a Receiver shall have effect as though every reference therein to "the Property" were a reference to the part or parts of the Property so specified

7 4 3 a Receiver shall in the exercise of his powers authorities and discretions conform to any regulations and directions from time to time made and given by the Chargee

7 4 4 the Chargee may from time to time fix the remuneration of any Receiver and direct payment of such remuneration out of monies accruing to him in the exercise of his powers as such Receiver but the Chargor alone shall be liable for the payment of such remuneration

7 4 5 the Chargee may from time to time and at any time require any Receiver to give security for the due performance of his duties as Receiver and may fix the nature and amount of the security to be so given

7 4 6 save insofar as otherwise directed by the Chargee all monies from time to time received by a Receiver shall be applied by him in the following order

7 4 6 1 in payment of all proper costs charges and expenses of and incidental to his appointment under this Charge and the exercise of all or any of his powers including his remuneration and all outgoings properly paid by him

7 4 6 2 in or towards payment to the Chargee of all arrears of interest under this Charge

7 4 6 3 in or towards payment to the Chargee of all monies due to the Chargee under this Charge and the Agreement

7 4 6 4 in payment of any surplus to the Chargor or other person or persons entitled thereto

PROVIDED THAT if the Receiver shall be of the opinion that the security over the Property created by this Charge may prove deficient payments may be made on account of unpaid principal and other monies before unpaid interest due under this Charge but no alteration in the order of payment of principal and other monies and interest shall prejudice the rights of the Chargee to receive the full amount to which it would have been entitled if the primary order of payment had been observed or any less amount which the sum ultimately realised may be sufficient to pay

7 4 7 subject as mentioned below any Receiver may for the purpose of defraying any costs charges losses or expenses (including his remuneration) which shall be incurred by him in the exercise of the powers authorities and discretions vested in him and for any other purposes raise and borrow money on the security of the whole or any part of the Property either in priority to the charge created by this Charge or otherwise and at such rate or rates of interest and generally on such terms and conditions as he may think fit and no person lending any such money shall be concerned to enquire as to the propriety or purpose of the exercise of this power or to see to the application of any moneys so raised or borrowed **PROVIDED THAT** a Receiver shall not exercise this present power without first obtaining the written consent of the Chargee

but the Chargee shall not be liable to any person by reason of its giving or refusing such consent whether absolutely or subject to any limitation or condition

7 4 8 every such Receiver shall be the agent of the Chargor for all purposes and the Chargor alone shall be responsible for his contract engagements acts omissions defaults loss and misconduct and for his remuneration and the Chargee shall not incur any liability therefore (either to the Chargor or to any other person whatsoever) by reason of its making his appointment as such Receiver or of its having made or given any regulation or direction pursuant to Clause 7 4 3 or for any other reason whatsoever

7 5 All or any of the powers authorities and discretions which are conferred either expressly or impliedly upon a Receiver of the whole of the Property by Clauses 7 3 and 7 4 or otherwise howsoever by this Charge may be exercised by the Chargee in relation to the whole or any part of the Property without first appointing a Receiver of the Property or any part thereof or notwithstanding the appointment of a Receiver of the Property or any part thereof

7 6 The powers conferred by this Charge in relation to the Property or any part thereof on the Chargee or on any Receiver of the Property or any part thereof shall be in addition to and not in substitution for the powers conferred on mortgagees or receivers under the Law of Property Act 1925 which shall apply to the security over the Property created by this Charge except insofar as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in that Act and those conferred by this Charge then the terms of this Charge shall prevail

7 7 The Chargee may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons or fluctuating body of persons all or any of the powers authorities and discretions which are for the time being exercisable by the Chargee (either pursuant to Clause 7 5 or otherwise

howsoever under this Charge) in relation to the Property or any part thereof and any such delegation may be made upon such terms and conditions and regulations as the Chargee may think fit and the Chargee shall not be in any way liable or responsible to the Chargor for any loss or damage arising from any act default omission or misconduct on the part of such delegate

7 8 If the Chargee or any Receiver appointed by the Chargee or any such delegate as aforesaid shall enter into possession of the Property or any part thereof it or he may from time to time at pleasure go out of such possession

7 9 The Chargee shall not in any circumstances by reason of its taking possession of the Property or any part thereof or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever be liable to account to the Chargor for anything except the Chargee's own actual receipts or be liable to the Chargor for any loss or damage arising from any realisation of the Property or any part thereof or from any act default or omission of the Chargee in relation to the Property or any part thereof or from any exercise or non-exercise by the Chargee of any power authority or discretion conferred upon it in relation to the Property or any part thereof by or pursuant to this Charge or by the Law of Property Act 1925 unless such loss or damage shall be caused by the Chargee's own fraud

7 10 All the provisions of Clause 7 9 shall apply in relation to the liability of any Receiver of the Property or any part thereof and in respect of the liability of any such delegate as aforesaid in all respects as though every reference in Clause 7 9 to the Chargee were instead a reference to such Receiver or (as the case may be) to such delegate

7 11 The Chargor shall execute and do all such assurances acts and things as the Chargee may reasonably require for protecting the security over the Property created by this Charge or for facilitating the realisation of the Property and the exercise of all powers authorities and discretions vested in the Chargee or in any

Receiver of the Property or any part thereof or in any such delegate as aforesaid and shall in particular execute all transfers conveyances assignments and assurances of the Property whether to the Chargee or to its nominees and give all notices orders and directions which the Chargee may think expedient and for the purposes of this Clause 7 11 a certificate in writing by the Chargee to the effect that any particular assurance act or thing required by it is reasonably required shall be conclusive evidence of such fact

7 12 The Chargor hereby by way of security irrevocably appoints the Chargee and every Receiver of the Property or any part thereof appointed hereunder and every such delegate as aforesaid to be its attorney and in its name and on its behalf to execute and do all such assurances acts and things which the Chargor ought to do under the covenants and provisions contained in this Charge and generally in its name and on its behalf to exercise all or any of the powers authorities and discretions conferred by or pursuant to this Charge or by the Law of Property Act 1925 on the Chargee or any such Receiver or delegate and (without prejudice to the generality of the foregoing) seal and deliver and otherwise perform any deed assurance agreement instrument or act which it or he may deem proper in or for the purpose of exercising any such powers authorities and discretions

7 13 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 7 12 shall do or purport to do in the exercise of any or all of the powers authorities and discretions referred to in Clause 7 12

7 14 No person or persons dealing with the Chargee or with any Receiver of the Property or any part thereof appointed by the Chargee or with any such delegate shall be concerned to enquire whether any event has happened upon which any of the powers authorities and discretions conferred by or pursuant to this Clause 7 14 or otherwise conferred by or pursuant to this Charge in

relation to the Property or any part thereof are or may be exercisable by the Chargee or by any such Receiver or delegate or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers and all the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Chargee or any such Receiver or delegate in like manner as if the statutory powers of sale and of appointing a Receiver in relation to the Property had arisen and become exercisable on the date of this Charge and had not been varied or extended by this Charge

8. CHARGEE'S EXPENSES

The Chargor shall repay to the Chargee on demand all costs charges expenses and other sums expended paid or debited on account (including any advances to be made) by the Chargee whether by itself or through any Receiver attorney delegate or agent for any of the purposes referred to in this Charge or otherwise howsoever in relation to the security over the Property created by this Charge including (without prejudice to the generality of the foregoing) the remuneration of any such Receiver attorney delegate or agent and of any other servants or agents employed by the Chargee for any of such purposes and all other costs charges and expenses (whether in respect of litigation or not) incurred in the negotiation preparation completion protection realisation or enforcement of or the collection and recovery of any moneys from time to time arising under this Charge or in insuring inspecting repairing maintaining building completing managing letting realising or exercising any other authority power or discretion in relation to the Property or any part thereof or otherwise incurred under this Charge to the intent that the Chargee shall be afforded a full and unlimited indemnity in respect thereof together with interest at the Interest Rate accruing from day to day on all such costs charges expenses and other sums from the time or times of the same being expended

paid debited or incurred until repayment and until so repaid such costs charges expenses and other sums and interest shall be charged on the Property (but without prejudice to any other remedy lien or security available to the Chargee)

9. MISCELLANEOUS

9 1 The security on the Property created by this Charge shall not be released or discharged or in any way prejudiced or affected by time being given to the Chargor or by any variation in the provisions of this Charge or by any other concession or indulgence granted to the Chargor or by any other act omission forbearance matter or thing whatsoever whereby the Chargor or the said charge would but for the provisions of this Clause 9 1 have been released discharged prejudiced or affected

9 2 The security upon the Property created by this Charge shall not be considered satisfied or discharged by any intermediate payment of any part or parts of the Sums Payable but shall constitute and be a continuing security to the Chargee notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not operate so as in any way to prejudice or affect the security which the Chargee may now or at any time hereafter hold for or in respect of the Sums Payable

9 3 The Chargee may from time to time allocate any monies received by it to the repayment of the principal amount of monies due before the interest or the whole of the interest remaining unpaid or payable hereunder has been paid but such alteration in the order of the payment of the principal amount of the monies due and interest shall not prejudice the right of the Chargee to receive the principal amount of the monies due and interest to which it would have been entitled if the power conferred by this Clause 9 3 had not been exercised but the primary order of payment had been observed

9 4 No consent or approval to be given by or on behalf of the Chargee under this Charge shall be valid unless in writing

9 5 Any notice to be given or served by a party pursuant to this Charge shall be in writing and may be

9 5 1 given or served by that party or its solicitors, and

9 5 2 given to or served upon the party to be served or its solicitors

9 6 Any such notices may (in addition to any other valid method of service) be given or served either

9 6 1 by sending the same by registered or recorded delivery post addressed to the party to or upon whom it is to be given or served at the address for that party given in this Charge or such other address in the United Kingdom as that party may by notice to the other parties hereto or their solicitors stipulate as that party's address for service of notices pursuant to this Charge or if no such address is given or stipulated at that party's last known address and any notice so given or served shall be deemed to be received and the date on which it is given or served shall be deemed to be 48 hours after posting, or

9 6 2 by sending the same by telex or telephone facsimile to receiving equipment at the address for service of the party to or upon whom notice is to be given or served in which case the date of service shall be the date of transmission except where such transmission is effected after 5 00 p m on any day or on a day which is not a working day when the date of service shall be deemed to be the next working day after the date of transmission

9 7 The Chargor will apply within 21 days of the date hereof to the Land Registry for a restriction in the following terms to be entered on the registers of the title of 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 the charge dated 18th JULY 2013 in favour of Barking Havering and Redbridge University Hospitals National Health Service Trust referred to in the charges register or if appropriate, signed on such

proprietor's behalf by its conveyancer"

9 8 The Chargee will duly discharge the security over the Property created by this Charge upon payment of the whole of the Sums Payable

9 9 This Charge shall be governed by and shall be construed in accordance with English Law and the Chargor and the Chargee hereby submit to the jurisdiction of the English Courts in respect of any proceedings hereunder

9 10 If any one or more of the provisions in this Charge is or becomes invalid illegal or unenforceable in any respect under any law or regulation the validity legality and enforceability of the remaining provisions of this Charge shall not be in any way affected or impaired thereby

9 11 This Charge shall be binding upon and inure to the benefit of the Chargee and the Chargor and their respective successors and permitted assigns and references in this Charge to any of them shall be construed accordingly

9 12 The Chargor may not assign or transfer all or any part of its rights and/or obligations hereunder

9 13 The Chargee may freely assign or transfer all or any of its rights and/or obligations hereunder

9 14 Any release settlement satisfaction or discharge (each a "Release") between the parties will be conditional upon no security disposition or payment (each a "Relevant Security") made or given to the Chargee being avoided reduced set aside rendered unenforceable or required to be paid away by virtue of any provisions requirement or enactment whether relating to bankruptcy insolvency liquidation or otherwise at any time in force or by virtue of any obligation to give effect to any preference or priority and if such Relevant Security is so avoided reduced set aside rendered unenforceable or required to be paid away such Release and/or notification will be void and to no effect and the Chargee may recover the full amount or value of (as the case may be) the reduction in the amount or value of any such Relevant Security from and to enforce this Charge

against the Chargor as if such Release had not taken place and/or such notification had not been made

9 15 No failure to exercise and no delay in exercising on the part of the Chargee any right power or privilege under this Charge shall operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other right power or privilege

9 16 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Charge and accordingly the parties to this Charge do not intend that any third party shall have any rights in respect of this Charge by virtue of that Act

IN WITNESS whereof the parties hereto have executed this Charge the day and year first before written

NO IN SEAL REGISTER 2034

Executed as a DEED by affixing)
the COMMON SEAL of **ABBEY**)
DEVELOPMENTS LIMITED)
In the presence of -)

Director

Director / Secretary

Executed as a DEED by)
BARKING HAVERING AND)
REDBRIDGE UNIVERSITY)
HOSPITALS NHS TRUST)
whose Corporate Common Seal)
was hereunto affixed in the)
presence of)

Authorised Signatory

Authorised Signatory

DATED 18th JULY 2013

(1) ABBEY DEVELOPMENTS LIMITED

-and-

(2) BARKING HAVERING AND REDBRIDGE UNIVERSITY HOSPITALS NATIONAL HEALTH SERVICE TRUST

DEED OF CHARGE

relating to

land at the site of the former

Upney Lane Health Centre
Upney Lane
Upney
Essex

1 St George's Road
Wimbledon, SW19 4DR

Ref SKD/060932
Date 2 July 2013

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
CAPSTICKS
Solicitors LLP
1 St George's Road
Wimbledon
London SW19 4DR

Capsticks (19/07/13)

COUNTY AND DISTRICT: LONDON BOROUGH OF BARKING AND DAGENHAM

TITLE NO: EGL388728 (PART)

PROPERTY: Part of The Upney Lane Health Centre, Upney Lane, Upney, Essex, London, IG11 9YD

THIS DEED OF CHARGE is made the 18th day of July 2013

BETWEEN

(1) **Abbey Developments Limited**, a company incorporated and registered in England and Wales with company number 00348843, whose registered office is at Abbey House, 2 Southgate Road, Potters Bar, Hertfordshire, EN6 5DU (the "**Chargor**")

AND

(2) **Barking Havering and Redbridge University Hospitals National Health Service Trust**, of Queen's Hospital, Rom Valley Way, Romford, Essex RM7 0AG, United Kingdom (the "**Chargee**")

AND

WITNESSES

1. DEFINITIONS AND INTERPRETATION

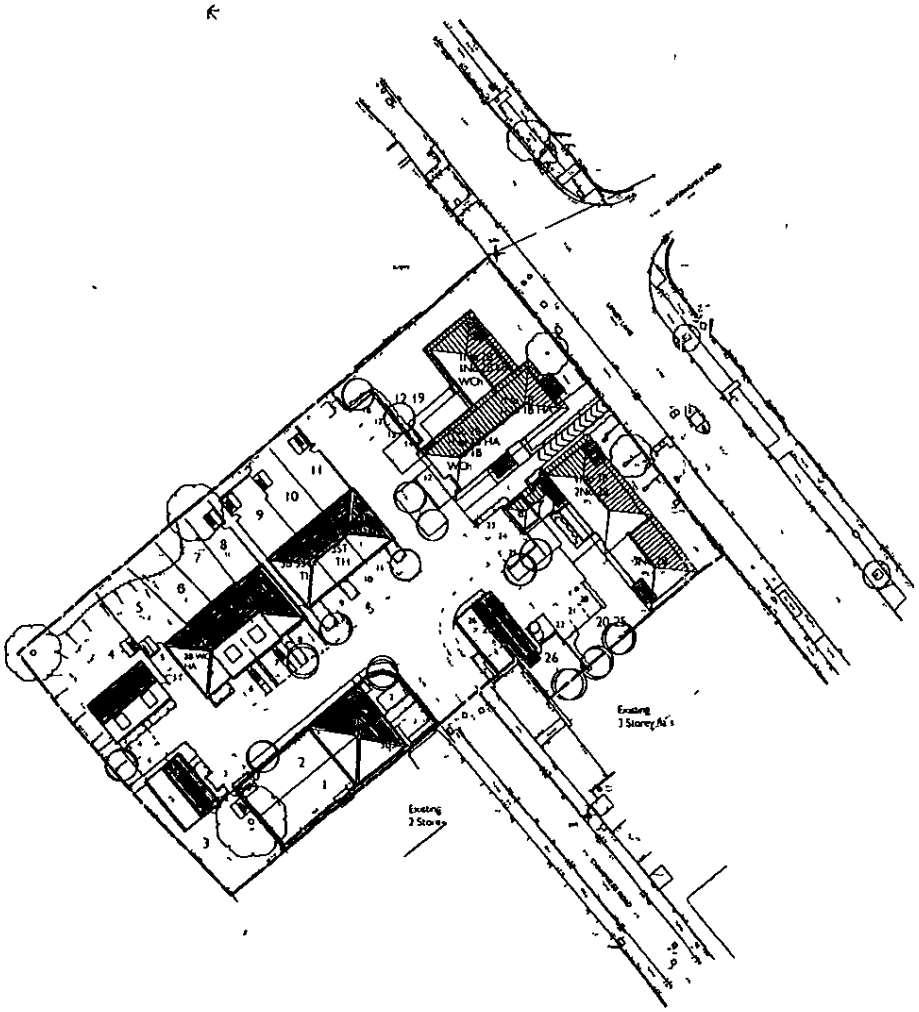
1 1 In this Charge the following expressions shall except where the context otherwise requires have the meanings respectively ascribed to them

"Agreement" means an agreement for the sale and purchase of the Property dated / 4th July / 2013 and made between the Chargee and Chargor and all documents supplemental or collateral to that agreement for that sale and purchase

"Charge" means this deed of charge and any deed or document supplemental hereto

"Fixtures" means all fixtures fittings plant machinery apparatus

	goods and materials (not being personal chattels within the Bills of Sale Acts 1878 to 1882) now or subsequently affixed to or placed upon the Property
"Insured Risks"	fire explosion lightning impact flood storm or tempest frost earthquake subsidence landslip groundswell or heave riot or civil commotion bursting and overflowing of water tanks apparatus and pipes boiler heating plant or equipment discharge from sprinklers malicious damage aircraft and other aerial devices and items dropped from them leakage property owners' third party liabilities and such other risks as the Chargee may from time to time require to be covered
"Interest Rate"	means 4 per cent above the base rate of Barclays Bank plc at the relevant time
"Property"	means that part of the freehold property situate at and known as the Upney Lane Health Centre, Upney Lane, Upney, Essex, London, IG11 9YD shown edged red on the plan annexed hereto, and which is registered with title absolute at the Land Registry under title number EGL388728 and each and every part thereof including all rights powers easements and liberties attached or appurtenant thereto and including also buildings erected thereon and the Fixtures all of which are charged by Clause 3 of this Agreement
"Receiver"	means any one or more receivers and/or managers appointed under or pursuant to this Charge
"Sums Payable"	means all monies liabilities interest costs charges and expenses which now are or may at any time or times



SCHEDULE

26No Units

Affordable Housing

1No 1B Wheelchair Flat
1No 2B Wheelchair flat
1No 1B Flats
1No 2B Flats
1No 2B Wheelchair House
2No 3B Houses

Private Housing

2No 1B Flats
6No 2B Flats
2No 3B Flats
2No 2B House
6No 3B Houses
1No 4B Houses

Parking

27No Spaces

Cycles

38No Spaces

KEY

ACP = Active Charging Point
PCP = Passive Charging Point

F 181011 Updated to planning comments
E 041011 Updated to planning comment
D 180411 Plot 8 altered mix altered
C 150411 Plot 26 changed to 2bed roof to plots 20-25 altered
B 080411 Parking space flat 21 removed cycle parking and path access altered
A 220311 Plot 26 altered to increase access way

Revisions

Client BHRUH NHS TRUST

Project LAND OFF CHAMPNESS ROAD BARKING

Drawing PROPOSED LAYOUT

Scale 1:500 @ A2 Drawing number 718101-F

ROBERT HUTSON
CHARTERED ARCHITECTS

THE BALL THE TYE
EAST HANNINGFIELD
ESSEX CM3 8AE
TEL 01245 400808
FAX 01245 400877
rhassoc@btconnect.com

hereafter be due owing or incurred by the Chargor to the Chargee pursuant to Schedule 2 of the Agreement and/ or pursuant to this Charge and whether actually or contingently and whether as principal or surety and whether alone or jointly with any other party or parties as well after as before any demand made or judgment obtained hereunder commission banking legal and other costs charges and expenses on a full indemnity basis

1 2 In the interpretation and construction of this Charge

1 2 1 Words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Chargor" covenants contained in this Charge which are expressed to be made by the Chargor shall be deemed to be made by such persons jointly and severally

1 2 2 Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall also include all instruments orders and regulations for the time being made thereunder or deriving validity therefrom

1 2 3 The expression "the Chargor" shall include the person deriving title under the Chargor or entitled to redeem the security created by this Charge

1 2 4 The expression "the Chargee" shall include the person deriving title under the Chargee

1 2 5 The expression "this Charge" means this Charge and any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms hereof

1 2 6 The headings in this Charge are inserted for convenience only and shall be ignored in construing the terms and provisions hereof

1 2 7 Reference to a clause subclause or schedule without further definition shall be reference to the appropriately numbered clause subclause or schedule of this Charge

2. COVENANT TO PAY

The Chargor covenants with the Chargee that the Chargor will on demand by the Chargee pay and discharge to the Chargee the Sums Payable

3. CHARGE

3 1 The Chargor with full title guarantee **HEREBY CHARGES BY WAY OF LEGAL MORTGAGE** the Property with payment to the Chargee of and as a continuing security for the Sums Payable

3 2 It is agreed and declared that it is the intent of the parties that the Sums Payable should be secured by way of legal mortgage but insofar as they cannot be so secured the Chargor **HEREBY CHARGES IN EQUITY** the Property with payment to the Chargee of and as a continuing security for the Sums Payable

3 3 Insofar as the Property shall be hereby charged in equity and not by way of legal mortgage but not further or otherwise the Chargor **HEREBY DECLARES** that it holds the Property on trust for the Chargee to have such powers of sale as the Chargee would have under the charge by way of legal mortgage if it were valid and effective and the Chargee shall have full power to appoint itself and any other person or persons trustee or trustees in place of the Chargor in respect of the said trust

4. THE CHARGOR'S COVENANTS

4 1 The Chargor covenants with the Chargee

4 1 1 To develop the Property in accordance with the Planning Permission (as defined in the Agreement) as soon as may be reasonably practical and to keep or procure to be kept all buildings and building works and Fixtures from time to time on the Property in a good state of repair and condition and insofar as any of the same become worn out and beyond repair to renew them and not to do any act

or thing which may reduce or prejudice the value of the Property or the buildings or building works from time to time on the Property

4 1 2 to keep insured or procure to be kept insured all buildings from time to time on the Property (including buildings in the course of construction) with reputable and responsible insurers against the Insured Risks in the full reinstatement value thereof (including architects' and surveyors' fees and demolition costs and the costs of shoring up) and to ensure that the Chargee's interest is noted on such insurance policy and duly and punctually to pay and cause to be paid all premiums necessary for effecting and maintaining such insurance when the same shall become due and to produce to the Chargee on demand copies of the insurance policy and latest premium receipt

4 1 3 to apply any monies received on any insurance of the Property (whether such insurance was effected by the Chargor or the Chargee and whether or not such insurance was effected in pursuance of Clause 4 1 2) towards making good the loss or damage in respect of which the monies were received making up any shortfall out of its own money

4 1 4 not without the prior written consent of the Chargee to exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or to create or suffer to be created a tenancy of any description of the whole or any part of the Property or to confer upon any person any contractual licence right or interest to enter onto or occupy the whole or any part of the Property or to accept or agree to accept a surrender of any lease or tenancy with the exception of any Tenancy Agreements

4 1 5 to give written notification to the Chargee of all applications to the local planning authority for planning permission and/or listed buildings consent (save for any proper applications or approvals pursuant to the Planning Permission) and not to carry out or procure to be carried out any operation on or institute or continue any use of the Property for which planning permission and/or listed buildings consent

is required under the Town & Country Planning Act 1990 and the Planning (Listed Buildings and Conservation Areas Act) 1990 respectively except in accordance with the terms of such planning permission and/or listed buildings consent (as the case may be)

4 1 6 not to commit any waste that shall injure or in any manner or by any means lessen the value of the Property

4 1 7 to produce to the Chargee within seven days of receipt a copy of every notice order or proposal given or made by any competent authority in respect of the Property or any part thereof (save for any notices orders or proposals given or made as a result of the development of the Property pursuant to the Planning Permission) and either to comply with or cause to be complied with the same or to make such objections and representations against the same as the Chargee may reasonably require or approve

4 1 8 to enforce the due observance and performance of all tenant obligations under any lease underlease tenancy or agreement for lease to which the whole or any part of the Property is or may become subject and not to waive release or vary or agree to waive release or vary any of the terms of any such lease underlease tenancy or agreement for lease nor to exercise any power to determine or extend the same without the prior written consent of the Chargee

4 1 9 not without the prior written consent of the Chargee to enter into any onerous or restrictive obligations affecting the Property or create or permit to be created any overriding interest or any easement or right whatsoever in or over the Property which might adversely affect its value **PROVIDED ALWAYS** that no consent shall be required for the creation of easements over the Property in favour of service utility companies where reasonable any properly required in respect of utilities which are connected or to be connected to the buildings on the Property

4 1 10 not to demolish any structure or building on the property from time to time or erect any new building or structure on the property or make any alterations or additions

to the buildings and structures on the property from time to time except with the prior written approval of the Chargee

4 1 11 to permit the Chargee and any person authorised by the Chargee to enter the Property or any part thereof at any reasonable hour to view the state and condition of the Property

4 1 12 forthwith after being required to do so by the Chargee to make good any want of repair or maintenance of the Property

4 1 13 to observe and perform all covenants burdens stipulations requirements and obligations from time to time affecting the Property and/or the use ownership occupation possession operation repair maintenance or other enjoyment or exploitation of the Property whether imposed by statute contract lease licence grant or otherwise carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary or desirable to maintain defend or preserve its right title and interest to and in the Property and keep indemnified the Chargee against all costs claims actions proceedings demands expenses and liabilities whatsoever in respect thereof

4 1 14 not to do or suffer to be done on or in relation to the Property or any part thereof any act matter or thing whereby any statute licence permission or approval (whether of a public or private nature) from time to time in force affecting the Property is or may be infringed

4 1 15 to pay or cause to be paid all rents rates taxes levies assessments impositions calls and outgoings whatsoever (whether governmental municipal or otherwise) imposed upon or payable in respect of the Property or any part thereof as and when the same shall become payable

4 1 16 to observe and perform all requirements of all statutes court orders building regulations and bye-laws already or hereafter to be passed and all rules regulations permissions or conditions thereunder and do and execute or cause to be done and executed all such works and things as under or by virtue of all

present or future statutes orders instruments regulations bye-laws rules requirements permissions or conditions now are or shall or may be directed or required to be done or executed upon or in respect of the Property or any part thereof whether by the owner landlord tenant user or occupier thereof or by any other person and indemnify and keep indemnified the Chargee against all costs claims actions proceedings demands expenses and liabilities whatsoever in respect thereof

4 1 17 not during the continuance of the security created by this Charge without the prior written consent of the Chargee to create agree to create or permit to subsist any mortgage or charge on the whole or any part of the Property or in any other way whatsoever dispose of the Property or any interest therein or permit any lien or other encumbrance to arise on the Property or any part thereof nor on the whole or any part of any monies receivable by or on behalf of the Chargor arising in relation to the Property nor assign or otherwise dispose of any such monies whether absolutely or by way of security

4 1 18 to observe and perform all agreements covenants easements obligations stipulations and other things which relate to or affect the Property or any part thereof including (but without prejudice to the generality of the foregoing) all obligations under any lease of the Property or any part thereof and indemnify and keep indemnified the Chargee against all costs claims actions proceedings demands expenses and liabilities whatsoever in respect of any of the foregoing

4 1 19 to keep the Chargee fully indemnified in respect of any breach or non-observance of the covenants contained in this Clause 4 and if default shall at any time be made by the Chargor in the performance of any of such covenants the Chargee shall be entitled but not obliged to perform the same at the Chargor's expense (and the Chargor shall pay all costs expenses and damages occasioned by such default) and with power where necessary or expedient to enter upon the Property without thereby becoming liable to account as a mortgagee in possession or

otherwise

5. THE CHARGEE'S RIGHT TO ENTER AND REPAIR

5 1 If at any time the Chargor shall fail or shall be believed by the Chargee to have failed to perform any of the undertakings or covenants contained in Clause 4 it shall be lawful for the Chargee (but the Chargee shall be under no obligation to do so)

5 1 1 to enter the Property or any part thereof with agents appointed by it and architects contractors workmen and others and to execute such works and do such other things and/or to take such other steps on or in relation to the Property or any part thereof (including without limitation the payment of money) as may in the opinion of the Chargee be required to remedy such failure, and

5 1 2 to take such other steps and do such things as may in the opinion of the Chargee be required to remedy such failure including without limitation insuring the Property against the Insured Risks in the full reinstatement value thereof

5 2 The cost to the Chargee of any works and steps carried out or taken under this Clause 5 shall be reimbursed by the Chargor to the Chargee on demand and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement

5 3 No exercise by the Chargee of its powers under this Clause 5 shall render the Chargee liable to account as a mortgagee in possession

6. POWER OF SALE AND CONSOLIDATION OF SECURITIES

6 1 Notwithstanding any provision of this charge the Chargee's power of sale and power of appointing a receiver under this charge and/or the Law of Property Act 1925 shall be deemed to arise on the expiration of a period of one day from the date hereof and section 103 of the Law of Property Act 1925 shall not apply to this charge

6 2 The restriction on the right of consolidating mortgages which is contained in section 93 of the Law of Property Act 1925 shall not apply to the security hereby

constituted

6 3 The Chargee's power of sale and power of appointing a receiver and all other powers conferred upon the Chargee by Clause 7 shall become immediately exercisable if at any time a payment due under the terms and conditions of the Agreement is not paid in full when due

6 4 At any time after the security hereby constituted has become enforceable the Chargee may at its discretion and without being responsible for any loss or damage which may arise in connection therewith and without any consent by the Chargor

6 4 1 enter upon or take possession of the Property or any part thereof, and

6 4 2 exercise any power which a Receiver appointed by it could exercise

6 4 3 require the Chargor forthwith to assign to the Chargee or its nominee the right to receive all rents reserved by any lease of the Property or any part thereof the reversion to which is vested in the Chargor

6 5 At any time after the security hereby constituted has become enforceable the Chargee may without giving notice thereof to the Chargor appoint any person (whether an officer of the Chargee or not) to be a Receiver of the Property or any part thereof Where more than one Receiver is appointed each joint Receiver shall have power to act severally independently of any other joint Receiver The Chargee may in like manner remove any such Receiver and appoint another in his place and may at the time of appointment or at any time thereafter fix the remuneration of any Receiver so appointed and any Receiver so appointed shall have and be entitled to all powers rights privileges and immunities conferred by the Law of Property Act 1925

7. THE CHARGEE'S REMEDIES RELATIVE TO THE PROPERTY

7 1 Notwithstanding Clause 6 3 the statutory powers of sale and of appointing a Receiver which in relation to the Property are conferred upon the Chargee by Section 101 of the Law of Property Act 1925 as varied and extended by this

Charge and all of the other powers conferred upon the Chargee by this Clause 7 shall in favour of any purchaser (as defined in Section 205 of that Act) or person dealing in good faith with the Chargee or any Receiver appointed hereby be deemed to arise and be exercisable immediately after the execution of this Charge

7 2 Any Receiver of the Property to be appointed pursuant to this Charge shall be appointed by the Chargee in writing and the Chargee may at any time and from time to time in writing remove any Receiver so appointed and appoint another in his place

7 3 Any Receiver of the Property who is so appointed shall in relation to the whole or any part of the Property have all the powers conferred on mortgagees under Sections 99-101 of the Law of Property Act 1925 and shall have power to do all or any of the following things either in his own name as agent for or in the name of the Chargor

7 3 1 to enter upon and take possession of the whole or any part of the Property

7 3 2 (without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925) to grant leases tenancies licences and rights of user for any term of years or less period than a year or for weekly monthly quarterly or yearly tenancies and grant renewals and surrenders or accept surrenders of any leases or tenancies at or for such rents premiums and considerations and upon such terms and conditions (including provisions for the review of rent) as he shall in his absolute discretion think fit

7 3 3 to make allowances to and re-arrangements with any lessees tenants or other persons from whom any rents and profits may be receivable and to negotiate and agree or refer to arbitration any revision of rent under any leases in respect of which the rental may fall to be reviewed and to do whatever he shall deem desirable in connection with any such review or with the exercise of any options

7 3 4 to do any repairs and make any structural or other alterations improvements or additions in or to the Property and purchase or otherwise acquire any materials articles or things and do anything else in connection with the Property which the Receiver may think desirable for the purpose of making productive or increasing the letting or market value of the Property

7 3 5 to institute carry on and conduct services of lighting heating and cleansing and all other services which may be deemed proper for the efficient use or management of the Property

7 3 6 to reconstruct alter improve decorate furnish and maintain the whole or any part of the buildings on the Property

7 3 7 to effect such insurances as he shall in his absolute discretion think fit

7 3 8 to sell and convey all or any part of the Property by public auction tender private treaty with or without advertisement in such lot or lots and at such price or prices and otherwise upon such terms and conditions as he shall in his absolute discretion think fit

7 3 9 to sell all or any of the Fixtures either as a part of and/or together with or separately and detached from the Property

7 3 10 to perform repudiate rescind or vary any contract or agreement for or which relates in any way to any development improvement reconstruction or repair of the Property or any part thereof or which is in any other way connected with the Property or any part thereof

7 3 11 to appoint hire and employ and to remunerate agents servants attendants builders workmen and others on such terms and generally in such manner as he shall think fit either in connection with any exercise by him of any of the foregoing powers or otherwise for any purpose connected with the Property or any part thereof and to discharge any agent servant attendant workman or other person so appointed hired or employed

7 3 12 generally to manage the Property and to exercise and do in relation to the

Property or any part thereof all such powers authorities and things as he would be capable of exercising and doing if he were the absolute beneficial owner of the Property

7 3 13 retain his remuneration and all costs charges and expenses incurred by him out of any money received by him

7 3 14 do all such other acts and things as he may consider incidental or conducive to the exercise of any of the powers aforesaid

7 4 The following provisions shall apply with regard to the appointment powers rights and duties of a Receiver of the Property appointed pursuant to this Charge

7 4 1 any such appointment may be made either before or after the Chargee shall have entered into or taken possession of all or any part of the Property

7 4 2 any Receiver may (at the absolute discretion of the Chargee) be appointed either Receiver of the whole of the Property or Receiver of such part or parts thereof as may be specified in the appointment and in such latter event the powers herein conferred on a Receiver shall have effect as though every reference therein to "the Property" were a reference to the part or parts of the Property so specified

7 4 3 a Receiver shall in the exercise of his powers authorities and discretions conform to any regulations and directions from time to time made and given by the Chargee

7 4 4 the Chargee may from time to time fix the remuneration of any Receiver and direct payment of such remuneration out of monies accruing to him in the exercise of his powers as such Receiver but the Chargor alone shall be liable for the payment of such remuneration

7 4 5 the Chargee may from time to time and at any time require any Receiver to give security for the due performance of his duties as Receiver and may fix the nature and amount of the security to be so given

7 4 6 save insofar as otherwise directed by the Chargee all monies from time to time received by a Receiver shall be applied by him in the following order

7 4 6 1 in payment of all proper costs charges and expenses of and incidental to his appointment under this Charge and the exercise of all or any of his powers including his remuneration and all outgoings properly paid by him

7 4 6 2 in or towards payment to the Chargee of all arrears of interest under this Charge

7 4 6 3 in or towards payment to the Chargee of all monies due to the Chargee under this Charge and the Agreement

7 4 6 4 in payment of any surplus to the Chargor or other person or persons entitled thereto

PROVIDED THAT if the Receiver shall be of the opinion that the security over the Property created by this Charge may prove deficient payments may be made on account of unpaid principal and other monies before unpaid interest due under this Charge but no alteration in the order of payment of principal and other monies and interest shall prejudice the rights of the Chargee to receive the full amount to which it would have been entitled if the primary order of payment had been observed or any less amount which the sum ultimately realised may be sufficient to pay

7 4 7 subject as mentioned below any Receiver may for the purpose of defraying any costs charges losses or expenses (including his remuneration) which shall be incurred by him in the exercise of the powers authorities and discretions vested in him and for any other purposes raise and borrow money on the security of the whole or any part of the Property either in priority to the charge created by this Charge or otherwise and at such rate or rates of interest and generally on such terms and conditions as he may think fit and no person lending any such money shall be concerned to enquire as to the propriety or purpose of the exercise of this power or to see to the application of any moneys so raised or borrowed **PROVIDED THAT** a Receiver shall not exercise this present power without first obtaining the written consent of the Chargee

but the Chargee shall not be liable to any person by reason of its giving or refusing such consent whether absolutely or subject to any limitation or condition

7 4 8 every such Receiver shall be the agent of the Chargor for all purposes and the Chargor alone shall be responsible for his contract engagements acts omissions defaults loss and misconduct and for his remuneration and the Chargee shall not incur any liability therefore (either to the Chargor or to any other person whatsoever) by reason of its making his appointment as such Receiver or of its having made or given any regulation or direction pursuant to Clause 7 4 3 or for any other reason whatsoever

7 5 All or any of the powers authorities and discretions which are conferred either expressly or impliedly upon a Receiver of the whole of the Property by Clauses 7 3 and 7 4 or otherwise howsoever by this Charge may be exercised by the Chargee in relation to the whole or any part of the Property without first appointing a Receiver of the Property or any part thereof or notwithstanding the appointment of a Receiver of the Property or any part thereof

7 6 The powers conferred by this Charge in relation to the Property or any part thereof on the Chargee or on any Receiver of the Property or any part thereof shall be in addition to and not in substitution for the powers conferred on mortgagees or receivers under the Law of Property Act 1925 which shall apply to the security over the Property created by this Charge except insofar as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in that Act and those conferred by this Charge then the terms of this Charge shall prevail

7 7 The Chargee may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons or fluctuating body of persons all or any of the powers authorities and discretions which are for the time being exercisable by the Chargee (either pursuant to Clause 7 5 or otherwise

howsoever under this Charge) in relation to the Property or any part thereof and any such delegation may be made upon such terms and conditions and regulations as the Chargee may think fit and the Chargee shall not be in any way liable or responsible to the Chargor for any loss or damage arising from any act default omission or misconduct on the part of such delegate

7 8 If the Chargee or any Receiver appointed by the Chargee or any such delegate as aforesaid shall enter into possession of the Property or any part thereof it or he may from time to time at pleasure go out of such possession

7 9 The Chargee shall not in any circumstances by reason of its taking possession of the Property or any part thereof or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever be liable to account to the Chargor for anything except the Chargee's own actual receipts or be liable to the Chargor for any loss or damage arising from any realisation of the Property or any part thereof or from any act default or omission of the Chargee in relation to the Property or any part thereof or from any exercise or non-exercise by the Chargee of any power authority or discretion conferred upon it in relation to the Property or any part thereof by or pursuant to this Charge or by the Law of Property Act 1925 unless such loss or damage shall be caused by the Chargee's own fraud

7 10 All the provisions of Clause 7 9 shall apply in relation to the liability of any Receiver of the Property or any part thereof and in respect of the liability of any such delegate as aforesaid in all respects as though every reference in Clause 7 9 to the Chargee were instead a reference to such Receiver or (as the case may be) to such delegate

7 11 The Chargor shall execute and do all such assurances acts and things as the Chargee may reasonably require for protecting the security over the Property created by this Charge or for facilitating the realisation of the Property and the exercise of all powers authorities and discretions vested in the Chargee or in any

Receiver of the Property or any part thereof or in any such delegate as aforesaid and shall in particular execute all transfers conveyances assignments and assurances of the Property whether to the Chargee or to its nominees and give all notices orders and directions which the Chargee may think expedient and for the purposes of this Clause 7 11 a certificate in writing by the Chargee to the effect that any particular assurance act or thing required by it is reasonably required shall be conclusive evidence of such fact

7 12 The Chargor hereby by way of security irrevocably appoints the Chargee and every Receiver of the Property or any part thereof appointed hereunder and every such delegate as aforesaid to be its attorney and in its name and on its behalf to execute and do all such assurances acts and things which the Chargor ought to do under the covenants and provisions contained in this Charge and generally in its name and on its behalf to exercise all or any of the powers authorities and discretions conferred by or pursuant to this Charge or by the Law of Property Act 1925 on the Chargee or any such Receiver or delegate and (without prejudice to the generality of the foregoing) seal and deliver and otherwise perform any deed assurance agreement instrument or act which it or he may deem proper in or for the purpose of exercising any such powers authorities and discretions

7 13 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 7 12 shall do or purport to do in the exercise of any or all of the powers authorities and discretions referred to in Clause 7 12

7 14 No person or persons dealing with the Chargee or with any Receiver of the Property or any part thereof appointed by the Chargee or with any such delegate shall be concerned to enquire whether any event has happened upon which any of the powers authorities and discretions conferred by or pursuant to this Clause 7 14 or otherwise conferred by or pursuant to this Charge in

relation to the Property or any part thereof are or may be exercisable by the Chargee or by any such Receiver or delegate or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers and all the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Chargee or any such Receiver or delegate in like manner as if the statutory powers of sale and of appointing a Receiver in relation to the Property had arisen and become exercisable on the date of this Charge and had not been varied or extended by this Charge

8. CHARGEE'S EXPENSES

The Chargor shall repay to the Chargee on demand all costs charges expenses and other sums expended paid or debited on account (including any advances to be made) by the Chargee whether by itself or through any Receiver attorney delegate or agent for any of the purposes referred to in this Charge or otherwise howsoever in relation to the security over the Property created by this Charge including (without prejudice to the generality of the foregoing) the remuneration of any such Receiver attorney delegate or agent and of any other servants or agents employed by the Chargee for any of such purposes and all other costs charges and expenses (whether in respect of litigation or not) incurred in the negotiation preparation completion protection realisation or enforcement of or the collection and recovery of any moneys from time to time arising under this Charge or in insuring inspecting repairing maintaining building completing managing letting realising or exercising any other authority power or discretion in relation to the Property or any part thereof or otherwise incurred under this Charge to the intent that the Chargee shall be afforded a full and unlimited indemnity in respect thereof together with interest at the Interest Rate accruing from day to day on all such costs charges expenses and other sums from the time or times of the same being expended

paid debited or incurred until repayment and until so repaid such costs charges expenses and other sums and interest shall be charged on the Property (but without prejudice to any other remedy lien or security available to the Chargee)

9. MISCELLANEOUS

9 1 The security on the Property created by this Charge shall not be released or discharged or in any way prejudiced or affected by time being given to the Chargor or by any variation in the provisions of this Charge or by any other concession or indulgence granted to the Chargor or by any other act omission forbearance matter or thing whatsoever whereby the Chargor or the said charge would but for the provisions of this Clause 9 1 have been released discharged prejudiced or affected

9 2 The security upon the Property created by this Charge shall not be considered satisfied or discharged by any intermediate payment of any part or parts of the Sums Payable but shall constitute and be a continuing security to the Chargee notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not operate so as in any way to prejudice or affect the security which the Chargee may now or at any time hereafter hold for or in respect of the Sums Payable

9 3 The Chargee may from time to time allocate any monies received by it to the repayment of the principal amount of monies due before the interest or the whole of the interest remaining unpaid or payable hereunder has been paid but such alteration in the order of the payment of the principal amount of the monies due and interest shall not prejudice the right of the Chargee to receive the principal amount of the monies due and interest to which it would have been entitled if the power conferred by this Clause 9 3 had not been exercised but the primary order of payment had been observed

9 4 No consent or approval to be given by or on behalf of the Chargee under this Charge shall be valid unless in writing

9 5 Any notice to be given or served by a party pursuant to this Charge shall be in writing and may be

9 5 1 given or served by that party or its solicitors, and

9 5 2 given to or served upon the party to be served or its solicitors

9 6 Any such notices may (in addition to any other valid method of service) be given or served either

9 6 1 by sending the same by registered or recorded delivery post addressed to the party to or upon whom it is to be given or served at the address for that party given in this Charge or such other address in the United Kingdom as that party may by notice to the other parties hereto or their solicitors stipulate as that party's address for service of notices pursuant to this Charge or if no such address is given or stipulated at that party's last known address and any notice so given or served shall be deemed to be received and the date on which it is given or served shall be deemed to be 48 hours after posting, or

9 6 2 by sending the same by telex or telephone facsimile to receiving equipment at the address for service of the party to or upon whom notice is to be given or served in which case the date of service shall be the date of transmission except where such transmission is effected after 5 00 p m on any day or on a day which is not a working day when the date of service shall be deemed to be the next working day after the date of transmission

9 7 The Chargor will apply within 21 days of the date hereof to the Land Registry for a restriction in the following terms to be entered on the registers of the title of 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 the charge dated 18 July 2013 in favour of Barking Havering and Redbridge University Hospitals National Health Service Trust referred to in the charges register or if appropriate, signed on such

proprietor's behalf by its conveyancer"

9 8 The Chargee will duly discharge the security over the Property created by this Charge upon payment of the whole of the Sums Payable

9 9 This Charge shall be governed by and shall be construed in accordance with English Law and the Chargor and the Chargee hereby submit to the jurisdiction of the English Courts in respect of any proceedings hereunder

9 10 If any one or more of the provisions in this Charge is or becomes invalid illegal or unenforceable in any respect under any law or regulation the validity legality and enforceability of the remaining provisions of this Charge shall not be in any way affected or impaired thereby

9 11 This Charge shall be binding upon and inure to the benefit of the Chargee and the Chargor and their respective successors and permitted assigns and references in this Charge to any of them shall be construed accordingly

9 12 The Chargor may not assign or transfer all or any part of its rights and/or obligations hereunder

9 13 The Chargee may freely assign or transfer all or any of its rights and/or obligations hereunder

9 14 Any release settlement satisfaction or discharge (each a "Release") between the parties will be conditional upon no security disposition or payment (each a "Relevant Security") made or given to the Chargee being avoided reduced set aside rendered unenforceable or required to be paid away by virtue of any provisions requirement or enactment whether relating to bankruptcy insolvency liquidation or otherwise at any time in force or by virtue of any obligation to give effect to any preference or priority and if such Relevant Security is so avoided reduced set aside rendered unenforceable or required to be paid away such Release and/or notification will be void and to no effect and the Chargee may recover the full amount or value of (as the case may be) the reduction in the amount or value of any such Relevant Security from and to enforce this Charge

against the Chargor as if such Release had not taken place and/or such notification had not been made

9 15 No failure to exercise and no delay in exercising on the part of the Chargee any right power or privilege under this Charge shall operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other right power or privilege

9 16 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Charge and accordingly the parties to this Charge do not intend that any third party shall have any rights in respect of this Charge by virtue of that Act

IN WITNESS whereof the parties hereto have executed this Charge the day and year first before written

Executed as a DEED by affixing)
the COMMON SEAL of **ABBEY**)
DEVELOPMENTS LIMITED)
In the presence of -)

Director

Director / Secretary

Executed as a DEED by)
BARKING HAVERING AND)
REDBRIDGE UNIVERSITY)
HOSPITALS NHS TRUST)
whose Corporate Common Seal)
was hereunto affixed in the)
presence of)

Authorised Signatory

Authorised Signatory