

MR01

Particulars of a charge



Companies House



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A fee is be payable with
Please see 'How to pay' of

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 the instrument. Use form MR0

FRIDAY



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A24 18/05/2018 #140
COMPANIES HOUSE

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. **Do not send the original.**

1 Company details

Company number 03717922
Company name in full 1ST TIER LIMITED

For official use
→ **Filing 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 03 05 2018

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 EKATERINA GASCOYNE

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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4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
Brief description	✓ THE FREEHOLD PROPERTY KNOWN AS 30A STATION WAY, SUTTON SM3 8SQ AS THE SAME IS REGISTERED AT HM LAND REGISTRY WITH TITLE NO SGL535018	
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes ✓ <input checked="" type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue ✓ <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input type="checkbox"/> Yes ✓ <input checked="" type="checkbox"/> No	
8	Trustee statement [Ⓢ]	
	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. <input type="checkbox"/>	Ⓢ This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
	Please sign the form here.	
Signature	Signature X Donald Fletcher & Co LLP X	
	This form must be signed by a person with an interest in the charge.	

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 **Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Amrit S Virdi
Company name	Ronald Fletcher & Co LLP
Address	243 Elgin Avenue Maida Vale London
Post town	
County/Region	
Postcode	W9 1NJ
Country	
DX	46252 Maida Vale
Telephone	020 7644 7200

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



PX

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3717922

Charge code: 0371 7922 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd May 2018 and created by 1ST TIER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th May 2018.

Given at Companies House, Cardiff on 24th May 2018



Companies House



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

THIS LEGAL CHARGE is made the 3rd day of May 2018

BETWEEN:

- (1) **EKATERINA GASCOYNE of 28 Columbus Gardens, Northwood, Middlesex HA6 1TL ("the Lender") of the one part;**
- (2) **1ST TIER LIMITED (Co. Regn. No. 03717922) of Kings House, 30a Station Way, Sutton SM3 8SQ ("the Borrower") of the other part.**

RECITALS

- (1) By the Loan Agreement (as hereinafter defined) the Lender has agreed to advance the monies mentioned in the Loan Agreement to the Borrower on the terms and subject to the conditions and provisions contained in the Loan Agreement.
- (2) The Borrower is registered at the Land Registry as proprietor with title absolute of the Property known as 30a Station Way, Sutton SM3 8SQ under title number SGL535018.
- (3) The parties have agreed to enter into this deed by way of security for the discharge of the Borrower's obligations under the Loan Agreement in the manner set out below.

NOW THIS DEED WITNESSES as follows:

1 Definitions

In this legal charge: -

- | | | |
|-----|----------------------|--|
| 1.1 | "the Interest Rate" | means 12% per cent per annum; |
| 1.2 | "the Loan Agreement" | means a loan agreement dated the date hereof and made between Ekaterina Gascoyne of the one part and 1 st Tier Limited of the other; |
| 1.3 | "the Property" | Means the freehold properties known as 30a Station Way, Sutton SM3 8SQ registered at HM Land Registry with title absolute under title number SGL535018 |

2. Borrower's covenant to pay sums due under the Loan Agreement and costs

- 2.1 The Borrower covenants with the Lender to pay or discharge on demand all money and other obligations and liabilities agreed to be paid or discharged by the Borrower under the Loan Agreement;
- 2.2 The Borrower covenants with the Lender to pay to the Lender on demand and on a full and unlimited indemnity basis all costs, charges, expenses and

We hereby certify that this is a true copy of the original

Ronald Fletcher & Co LLP
RONALD FLETCHER & CO LLP
DX 46252 MAIDA VALE

liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower (as well before as after any judgement) at the Default Interest Rate such interest to be payable in the same manner as interest on the principal sum advanced under the Loan Agreement;

2.3 Without prejudice to the generality of the provisions of that clause the Borrower's liability under clause 2.2 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:-

2.3.1 the contemplation and institution of all proceedings and other action in connection with the enforcement preservation and protection of the security constituted by this deed;

2.3.2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed;

2.3.3 the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender;

2.3.4 any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it;

2.3.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower;

2.3.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security.

3. Legal charge

The Borrower with full title guarantee charges the Properties to the Lender by way of legal charge with the payment or discharge of all money and other obligations and liabilities agreed to be paid or discharged by the Borrower under the Loan Agreement or otherwise secured by this deed.

4. Borrower's representations and warranties

The Borrower represents warrants and undertakes to the Lender that:-

4.1 the present use of the Property is a permitted use within the provisions of the Town and Country Planning Act 1990;

- 4.2 the Borrower has not before the execution of this deed carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Town and Country Planning Act 1990 and in respect of which any requisite permission has not been obtained;
- 4.3 the Borrower has complied with environmental law and, in particular (but without prejudice to the generality of that representation and warranty) that no hazardous or toxic materials, substances, pollutants, contaminants or wastes have at any time before the execution of this deed been released into the environment or deposited, discharged, displaced or disposed of at or near the Property;
- 4.4 the execution of and the observance of its obligations under this Legal Charge does not and will not contravene any of the provisions of its Memorandum and Articles of Association;
- 4.5 prior to the date hereof to obtain consent from the first mortgagee in respect of the Property for the registration of legal charges in favour of the Lender (in the form of this legal charge) securing the Borrower's obligations under the terms of the Loan Agreement;
- 4.6 prior to the date hereof to execute and deliver legal charges prepared by the Lender in the form of this legal charge together with the appropriate Land Registry fee.

5. Borrower's covenants as to the Property

The Borrower covenants with the Lender as set out below:

5.1 Repair

- 5.1.1 The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition;
- 5.1.2 The Borrower will permit the Lender and his representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the said buildings, fixtures and fittings, services and service media without the Lender becoming liable as mortgagee in possession;
- 5.1.3 If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession;

5.1.4 The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by this clause together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the principal sum advanced under the Loan Agreement) all of which money and interest shall be charged on the Property.

5.2 Alterations

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alteration to, or pull down or remove any or any part of, any buildings, fixtures and fittings, services and service media in or upon or associated with the Property.

5.3 Insurance

5.3.1 Duty to insure

The Borrower will: -

- (a) ensure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), with an insurance provider of repute; and
- (b) make all payments required for this purpose as and when they become due and will when required by the Lender deliver to him the policy of insurance and the receipt for each payment.

5.3.2 If the Borrower fails to perform any of his obligations under this clause and if the Lender takes out any insurance on the Property or any part of it, the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay interest on them at the Interest Rate from the date of payment until repayment on any money not repaid on demand (such interest to be payable in the same manner as interest on the principal sum advanced under the Loan Agreement), and all such money and interest shall be charged on the Property.

5.3.3 Application of insurance money

Any money received under any policy of insurance effected or maintained by the Borrower (whether or not pursuant to his obligations under this clause 5.3) shall, at the option and absolute discretion of the Lender, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security, and if received by the Borrower will be held on trust for the Lender for this purpose.

5.4 Outgoings

The Borrower will punctually pay, and indemnify the Lender against, all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it.

5.5 General covenant to comply with statutes etc

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects.

5.6 General covenants to produce notices etc

5.6.1 The Borrower will immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party, and will allow the Lender to make a copy of it;

5.6.2 The Borrower will comply with any such order, direction, permission, notice or other matter without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve.

5.7 Specific covenants relating to planning and environmental matters

5.7.1 Alteration of present use of the Property

The Borrower will not use the Property for any purpose other than the present permitted use except with the previous written consent of the Lender and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to such consent. The Borrower will deliver any such consent of the relevant planning authority to the Lender but shall be entitled to a copy of it.

5.7.2 No development without the Lender's consent

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) carry out any operation or use the Property for any use which is a development within the provisions of the Town and Country Planning Act 1990.

5.7.3 Compliance with conditions of permission for development

If the Borrower at any time obtains permission for any development of the Property within the provisions of the Town and Country Planning

Act 1990 he will comply with all conditions subject to which such permission is granted.

5.7.4 Compliance with environmental matters

The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property.

5.7.5 Compliance with notices etc

- (a) If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Town and Country Planning Act 1990 or the Environmental Protection Act 1990 the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it;
- (b) The Borrower will at his own expense in all respects comply with the requirements of any such notice, order or proposal without delay and in any event within any time which may be specified for compliance. Alternatively, if the Lender so requires, the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice or order or proposal;
- (c) If the Borrower fails to take immediate steps to commence compliance, or fails within the relevant time limit to conclude compliance with any such requirement, the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession and all costs and expenses so incurred by the Lender, with interest on them at the Interest Rate, shall be payable and charged upon the Property as provided by clause 5.1.4;
- (d) The Borrower irrevocably appoints the Lender and his substitutes for the time being to be his attorney to apply for and procure on his behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause to be executed by the Lender on the default of the Borrower;
- (c) All expenses incurred by the Lender in securing such licences permissions and other things shall be treated as part of the cost of the works and such expenses and interest on them shall be charged upon the Property as provided by clause 5.1.4

5.8 Specific covenant in relation to compulsory purchase

- 5.8.1 The Borrower will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part;
- 5.8.2 If the Lender so requires the Borrower will permit the Lender to conduct such negotiations and grant such consent on his behalf;
- 5.8.3 Any compensation payable to or received by the Borrower in respect of the compulsory acquisition of the Property or any part of it will, if so and to the extent required by the Lender, be applied in or towards the discharge of the money due under this security.

5.9 Leasing and disposal

The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent): -

- 5.9.1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder; or
- 5.9.2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it.

5.10 Compliance with terms of conveyances etc

- 5.10.1 The Borrower will observe and perform the terms of all conveyances, grants, assignments, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower.
- 5.10.2 The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of those terms.
- 5.10.3 All expenses damages and costs incurred by the Lender in relation to any such breach together with interest at the Interest Rate shall be payable and charged upon the Property as provided by clause 5.1.4.

5.11 Other charges

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security and the Borrower and the Lender apply to the Chief

Land Registrar to enter the following restriction on the register of the title to the Property:

“Except under an order of the Registrar 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 Charges referred to in the charges register as at the 23 April 2018.”

6. Lender's powers and rights

6.1 Exercise of statutory powers

6.1.1 Section 103 of the Law of Property Act 1925 shall not apply to this security.

6.1.2 At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise.

6.2 Extension of statutory powers

6.2.1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit;

6.2.2 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 sections 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12);

6.2.3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise;

6.2.4 The powers granted or extended by this clause shall be exercisable free from any liability on the part of the Lender or the person exercising

them to the Borrower or any other interested person, whether in negligence or otherwise.

6.3 Powers in respect of furniture and effects

- 6.3.1 At any time after this security has become enforceable the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any furniture, effects, chattels or other items situate at or in the Property which are not charged by this Legal Charge;
- 6.3.2 The Lender will have no liability to the Borrower for any loss incurred in connection with any such removal, storage, preservation, sale or disposal;
- 6.3.3 The Lender will have the right to set off any such proceeds of sale against the sums due under this security;
- 6.3.4 The provisions of this clause are not intended to grant the Lender any rights in, or any charge or security over, any furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale.

6.4 Power to appoint a receiver

- 6.4.1 At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property;
- 6.4.2 The Lender may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver;
- 6.4.3 The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed;
- 6.4.4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply;
- 6.4.5 Where more than one receiver is appointed they shall have the power to act severally;
- 6.4.6 Any receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration;
- 6.4.7 Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without

the restrictions contained in section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail;

6.4.8 In addition any receiver so appointed shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power: -

- (a) to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise;
- (b) to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
- (c) to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;
- (d) to seize and sever all or any fixtures at or in the Property and sell the same separately from the Property or its site;
- (e) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;
- (f) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 6.4.8(c);
- (g) to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;
- (h) to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the

Property and to apply for and obtain any appropriate permissions approvals consents or licences;

- (i) to acquire by purchase lease or otherwise any further property assets or rights;
- (j) to appoint, employ and dismiss managers, officers, contractors and agents;
- (k) to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers.

6.4.9 All money received by any receiver shall be applied by him: -

- (a) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
- (b) in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment;
- (c) in or towards satisfaction of the amount owing on this security

and the surplus (if any) shall be paid to the Borrower or other persons entitled to it.

6.5 Right to consolidate

Section 93 of the Law of Property Act 1925 (restricting the Lender's right of consolidation) shall not apply to this security.

6.6 Liability of Lender or receiver

Neither the Lender nor any receiver appointed by the Lender shall by reason of entering into possession of the Property be liable to account as mortgagee in possession or for anything except actual receipts, or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable

7. Protection of persons dealing with the Lender or a receiver

No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters: -

- 7.1 whether this security has become enforceable;
- 7.2 whether any power exercised or purported to be exercised under this Legal Charge has arisen or become exercisable;
- 7.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 7.4 whether any money remains due under the security; or
- 7.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made;

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

8. Indulgence and waiver

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person.

9. Demands and notices

- 9.1 A demand or notice by the Lender under this Legal Charge shall be deemed to have been properly served on the Borrower if served personally on the Borrower or, by first class letter post or fax addressed to the Borrower at or by delivery to the Borrower's address on page 1 of this deed or such other address for service in England as the Borrower may notify to the Lender in writing from time to time;
- 9.2 Any notice sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered to the address to which it is sent;
- 9.3 E-mail is not a valid method of service of notices under this deed;
- 9.4 The methods of service described in clause 9.1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 section 196.
- 9.5 If the expression "the Borrower" includes more than one person, service on any one person shall be deemed to constitute service upon all such persons.

10. Validity and severability

- 10.1 Each of the provisions of this Legal Charge is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.
- 10.2 If this Legal Charge is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security.

11. Representation and warranty

The Borrower represents and warrants to the Lender that the execution of this charge and the observance and performance of his obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement.

12. Interpretation

- 12.1 Unless the context otherwise requires: -
- 12.1.1 the singular includes the plural and vice versa;
 - 12.1.2 references to persons include references to firms companies or corporations and vice versa; and
 - 12.1.3 references in the masculine gender include references in the feminine or neuter genders and vice versa.
- 12.2 Unless the context otherwise requires the expressions "the Borrower" and "the Lender" include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them.
- 12.3 All covenants, charges, agreements, undertakings, representations and warranties given or implied in this Legal Charge by more than one person shall be deemed to have been given jointly and severally by those concerned.
- 12.4 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order, regulation, directive or code of practice made under it or associated with it.
- 12.5 The clause headings do not form part of this Legal Charge and shall not be taken into account in its construction or interpretation.
- 12.6 Any reference to a clause or a paragraph or a schedule is to one in this Legal Charge so numbered or named.

13. Governing law and jurisdiction

- 13.1 This Legal Charge shall be governed by and construed in accordance with English law.
- 13.2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Legal Charge and that accordingly any suit, action or proceeding arising out of or in connection with this Legal Charge may be brought in such courts.
- 13.3 Nothing in this clause shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

IN WITNESS whereof the parties have executed this legal charge as their deed the day and year first above written

SIGNED and **DELIVERED** as a)
DEED by the said)
1st Tier Limited)
acting by two Directors)
in the presence of:

Signature of witness :

Name of witness :

Address of witness :

Occupation :



Simon Leo, Solicitor
Hill Johnson & Leo Solicitors
59 Victoria Road
Surbiton
Surrey, KT6 4NQ

