

MR01

Particulars of a charge

213860/13
laserform

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

You can use the WebFiling 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 must be scanned and placed on the public record. **Do not send the original**

WEDNESDAY



A56S9JSW

A05

11/05/2016

#329

COMPANIES HOUSE

1 Company details

Company number / 0 4 7 5 8 2 4 3

Company name in full Elphian Limited

For official use

→ **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 0 6 / 0 5 / 2 0 1 6

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 Cambridge & Counties Bank Limited

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

Brief description



The freehold property known as 583 London Road, Sutton, Surrey SM3 9AE title to which is registered at the Land Registry under title number SGL554808

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

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



☒ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box



☒ Yes

☐ No

8

Trustee statement ¹

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

☐

¹ 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

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 **Kam Singh**

Company name **Josiah Hincks Solicitors**

Address **22 De Montfort Street**

Post town **Leicester**

County/Region **Leicestershire**

Postcode **L E 1 7 G B**

Country **England**

DX **DX 17010 Leicester 2**

Telephone **0116 255 1811**



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 4758243

Charge code. 0475 8243 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th May 2016 and created by ELPHIAN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2016

Op

Given at Companies House, Cardiff on 19th May 2016



Companies House



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

Date *6 May* 2016

ELPHIAN LIMITED

TO

CAMBRIDGE & COUNTIES BANK LIMITED

LEGAL CHARGE



Josiah Hincks
Solicitors
22 De Montfort Street
Leicester
LE1 7GB
Tel. 0116 255 1811
Ref: RAE/C10409-0279

✓
WE HEREBY CERTIFY
THIS TO BE A TRUE COPY
OF THE ORIGINAL
[Signature]
Josiah Hincks
22 De Montfort Street
Leicester
LE1 7GB

THIS LEGAL CHARGE is made on

6 May .

2016

BETWEEN

- (1) **ELPHIAN LIMITED** a company incorporated and registered in England and Wales with company number 04758243) whose registered office is at 2 Paul Gardens, Croydon, Surrey, CR0 5QL ("the Chargor"), and
- (2) **CAMBRIDGE & COUNTIES BANK LIMITED** incorporated and registered in England with company number 07972522 whose registered office is at 42 Castle Street, Cambridge CB3 0AJ ("the Lender")

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

In this legal charge the following definitions and rules of interpretation apply

Act. the Law of Property Act 1925

Business any business, trade, operations or activities conducted on or from any Property

Business Day a day (other than a Saturday or Sunday) on which clearing banks are open for general business in London and deposits are dealt with on the London Interbank Market

Charged Property all the assets, property and undertaking for the time being, subject to the security interests created by this legal charge (and references to the Charged Property shall include references to any part of it)

Costs all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs

Default Rate the default rate of interest agreed between the Chargor and the Lender from time to time or, if no such rate has been agreed, a rate of four per cent (4%) per annum higher than the Interest Rate

Delegate any delegate, agent, attorney or trustee appointed by the Lender

Environment the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media

Environmental Law all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment

Insurance Policies all the contracts and policies of insurance effected or maintained by the Chargor from time to time in respect of its assets or Business (including, without limitation, any insurances relating to the Properties)

Interest Rate the highest rate of interest payable on any facility secured by the Security Interest created or intended to be created by or pursuant to this legal charge

Permitted Security Interest

- (a) liens and rights of set-off securing obligations which are not overdue beyond their standard payment dates, arising by operation of law in the ordinary and usual course of trading over property other than land,
- (b) any Security Interest arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading, and
- (c) any Security Interest granted with the prior written approval of the Lender or in favour of the Lender

Properties all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Chargor, or in which the Chargor holds an interest (including (but not limited to) the properties specified in Schedule 1 (*Property*)) and **Property** means any of them

Receiver a receiver, manager or receiver and manager of any or all of the Charged Property appointed under this legal charge

Rental Income. the gross rents, profits, income, licence fees and other monies receivable now or hereafter by the Chargor deriving from the Property including, without limitation

- (a) in respect of or arising out of any lease of the Property or any agreement for lease or otherwise,
- (b) any increase of rent agreed or payable under the Landlord and Tenant Act 1954,
- (c) sums payable following any rent review,
- (d) any premium or capital sum paid on the grant of any lease of any Property or in lieu of the annual open market rent otherwise payable under such lease or any consideration payable for the surrender or variation of any lease,
- (e) all sums of a revenue nature payable for the occupation or use of any Property and the benefit of all security rights and remedies relating thereto,
- (f) any payment in respect of dilapidations, and
- (g) any damages, compensation or expenses awarded or agreed as a result of any claim by the Chargor in respect of any Property,

Secured Liabilities all present and future monies, obligations and liabilities owed by the Chargor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal, guarantor or surety or in any other capacity whatsoever and including, without limitation, interest (including default interest), commission and other fees and charges at the rates and on the terms agreed between the Chargor and the Lender from time to time, any amounts arising under clause 13.3.1(a) and all costs, charges and expenses incurred by the Lender or any Receiver or Delegate in connection with the protection, preservation or enforcement of the rights under this legal charge

Security Interest any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, hypothecation or other encumbrance,

arrangement or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect or any title rights or set-off rights created by agreement

Security Period the period starting on the date of this legal charge and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

1 2 Interpretation

Unless the context otherwise requires, in this legal charge

- 1 2 1 a **reference** to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision that it consolidated or re-enacted before the date of this legal charge,
- 1 2 2 a reference to one gender includes a reference to the other genders,
- 1 2 3 words in the singular include the plural and in the plural include the singular,
- 1 2 4 a reference to a clause or Schedule is to a clause of, or Schedule to, this legal charge, and references to paragraphs are to paragraphs of the relevant Schedule,
- 1 2 5 a reference to this **legal charge** (or any specified provision of it) or any other document shall be construed as a reference to this legal charge, that provision or that document as in force for the time being and as amended, novated, supplemental, extended or restated from time to time,
- 1 2 6 a reference to a **person** shall include a reference to an individual, firm, corporation, unincorporated body of persons, or any state or any agency of a person,
- 1 2 7 a reference to an **amendment** includes a supplement, variation, novation or re-enactment (and **amended** shall be construed accordingly),
- 1 2 8 a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation,
- 1 2 9 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- 1 2 10 a reference to the **Chargor** or the **Lender** shall include its successors, permitted transferees and permitted assigns and where there is more than one party comprised in the Chargor, Chargor means each of them jointly and severally, and
- 1 2 11 clause, schedule and paragraph headings shall not affect the interpretation of this legal charge

1 3 Nature of security over real property

A reference in this legal charge to a charge or mortgage of any freehold, leasehold or commonhold property includes

- 1 3 1 all buildings and fixtures (including trade fixtures and fittings) that are situated on that property at any time,
- 1 3 2 the proceeds of the sale of any part of that property or any buildings, fixtures or fittings (including trade fixtures and fittings) at any time on or attached to that property, and
- 1 3 3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of that property or any such buildings, fixtures or fittings and any monies paid or payable in respect of those covenants

1 4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of all other documents entered into between the Chargor and the Lender are incorporated into this legal charge

1 5 Third party rights

- 1 5 1 Subject to clauses 1 5 2 and 1 5 3, a person who is not a party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this legal charge This clause 1 5 1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999
- 1 5 2 Any person to whom the benefit of any provision of this legal charge is assigned in accordance with the terms of this legal charge is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this legal charge which confers (expressly or impliedly) any benefit on any such person
- 1 5 3 Any Receiver or Delegate may, subject to the Contracts (Rights of Third Parties) Act 1999 rely on any clause of this legal charge which expressly confers rights on it

1 6 Perpetuity period

If the rule against perpetuities applies to any trust created by this legal charge, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)

1 7 Schedules

The Schedules form part of this legal charge and shall have effect as if set out in full in the body of this legal charge Any reference to this legal charge includes the Schedules

1 8 Delivery

The parties intend this legal charge to be delivered on the first date specified on page 1 of this legal charge and that this document shall take effect as a deed notwithstanding the fact that the Lender may only execute this document under hand

2 Covenant to pay

The Chargor shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due

3 Charge

3 1 Charging clause

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee

3 1 1 charges to the Lender, by way of first legal mortgage, all the Properties specified in Schedule 1 (*Property*),

3 1 2 charges to the Lender, by way of first fixed charge

- (a) all Rental Income,
- (b) all present and future interests of the Chargor not effectively mortgaged or charged under the provisions of clause 3 1 1 in, or over, freehold, leasehold or commonhold property,
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,
- (d) all rights and interests of the Chargor in, and claims under, each Insurance Policy and all proceeds of each Insurance Policy,
- (e) all its right, title, interest and benefit in and to the Rental Accounts, all monies standing to the credit of the Rental Accounts, all interest accrued on monies standing to the credit of the Rental Accounts and all rights of the Chargor to repayment of any of the foregoing,
- (f) all of the Chargor's goodwill in any Business and any property charged pursuant to clause 3 1 2,
- (g) the benefit of all licences, consents, agreements and authorisations held or utilised by the Chargor in connection with its Business or the use of any of its assets,

3 1 3 charges to the Lender, by way of first floating charge, all movable plant, machinery, implements, building, materials, furniture, equipment, undertaking and assets now or from time to time placed on or used in or about each Property not effectively mortgaged or charged pursuant to clause 3 1 1, clause 3 1 2 and clause 3 2 with the payment of all money covenanted to be paid by the Chargor under this legal charge at any time and including, without limitation heritable property and all other property and assets in Scotland

3 2 Assignment clause

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee **assigns** to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities

3 2 1 to the extent not effectively charged pursuant to clause 3 1 2(d), all the rights, title, interest and benefit of the Chargor in and to each Insurance Policy together with the proceeds of each Insurance Policy,

3 2 2 to the extent not effectively charged pursuant to clause 3 1 2(a), all the Chargor's right, title, estate, interest and benefit in the Rental Income

3 3 Automatic conversion of floating charge

The floating charge created by clause 3 1 3 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if

3 3 1 the Chargor

(a) creates, or attempts to create, without the prior written consent of the Lender, a Security Interest or a trust in favour of another person on all or any part of the Charged Property, or

(b) disposes, or attempts to dispose of, all or any part of the Charged Property (other than Charged Property that is only subject to the floating charge while it remains uncrystallised),

3 3 2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge,

3 3 3 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property, or

3 3 4 any person presents a petition to wind up the Chargor or applies for an administration order, or

3 3 5 upon the enforcement of this legal charge

3 4 Conversion of floating charge by notice

The Lender may, in its sole discretion, at any time and by written notice to the Chargor, convert the floating charge created under this legal charge into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice

3 5 Assets acquired after any floating charge crystallisation

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this legal charge which, but for that crystallisation, would be subject to a floating charge under this legal charge, shall (unless the Lender confirms otherwise to the Chargor in writing) be charged to the Lender by way of first fixed charge

4 Liability of the Chargor

4 1 Liability not discharged

The Chargor's liability under this legal charge in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by

4 1 1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground,

4 1 2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person, or

4 1 3 any time, waiver or consent granted to, or composition with the Chargor or any other person,

4 1 4 the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor,

- 4 1 5 the Lender failing to realise the full value of any Security held by it,
- 4 1 6 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person or any defective or excessive exercise of the Chargor's powers or authority,
- 4 1 7 any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of the Chargor or any other person, or
- 4 1 8 any change in the constitution, name or style of the Chargor or any other person, or if the Chargor or such other person is a partnership or other unincorporated organisation, its dissolution or any change in its status or membership
- 4 1 9 any other act or omission, which but for this clause 4 1 might have discharged, or otherwise prejudiced or affected, the liability of the Chargor

4 2 Immediate recourse

The Chargor waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this legal charge against the Chargor

5 Representations and warranties

The Chargor makes the representations and warranties set out in Schedule 2 (*Representations and warranties*) to the Lender. The representations and warranties set out in Schedule 2 (*Representations and warranties*) are made by the Chargor on the date of this legal charge and each of the representations and warranties contained in Schedule 2 (*Representations and warranties*) are deemed to be made by the Chargor on each day of the Security Period with reference to the facts and circumstances then existing

6 Covenants

The Chargor covenants with the Lender in the terms set out in Schedule 3 (*Covenants*) and where required by the Lender the Chargor shall produce evidence of compliance to the Lender

7 Powers of the Lender

The Lender shall have the powers set out in Schedule 4 (*Power of the Lender*)

8 Enforcement

8 1 Enforcement events

The security constituted by this legal charge shall be immediately enforceable if any of the events set out in paragraph 1 of Schedule 5 (*Enforcement*) occurs. The parties to this legal charge agree that the provisions of Schedule 5 (*Enforcement*) shall apply to this legal charge and shall be binding between them

8 2 Receiver's powers

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 6 (*Further powers of a Receiver*)

9 Costs and indemnity

9 1 Costs

9 1 1 The Chargor shall pay to, or reimburse, the Lender, any Receiver or any Delegate on demand, on a full indemnity basis, all Costs incurred by the Lender, any Receiver or any Delegate in connection with

- (a) this legal charge or the Charged Property,
- (b) protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, Receiver's or Delegate's rights under this legal charge,
- (c) suing for, or recovering, any of the Secured Liabilities, including, without limitation, the Costs of any proceedings in connection with this legal charge or the Secured Liabilities, together with interest on any amount due under clause 9 1 1(b) and clause 9 1 1(c) at the Default Rate in accordance with clause 13.11

9 1 2 The Chargor shall pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this legal charge or any judgment given in connection therewith and shall indemnify the Lender, any Receiver and any Delegate against any and all liabilities, including penalties with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar taxes or charges

9 2 Indemnity

The Lender, any Receiver, any Delegate and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of

- 9 2 1 the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this legal charge,
- 9 2 2 any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers, or
- 9 2 3 any default or delay by the Chargor in performing any of its obligations under this legal charge

10 Release

Subject to clause 13 3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this legal charge

11 Disclosure

The Chargor consents to the disclosure by the Lender of any information about it or this legal charge and the Property and the Secured Liabilities to any insurer of the Property or any person to whom disclosure is required by law or to any third party who has or intends to enter into any contractual arrangements relating to the legal charge or the Property or

the Secured Liabilities or who assumes any rights in relation to them and any of their advisers

12 Assignment and transfer

12 1 Assignment by Lender

At any time, without the consent of the Chargor, the Lender may assign or transfer the whole or any part of its rights and obligations under this legal charge to any other person and in this event the Chargor's existing rights in relation to the same will remain unaffected but its obligations will be owed to the third party instead of the Lender and the Lender will be released from its obligations to the Chargor insofar as the third party has assumed the Lenders obligations. If required to do so the Chargor will enter into any documentation required to effect any transfer of rights

12 2 Assignment by Chargor

The Chargor may not assign any of its rights, or transfer any of its obligations, under this legal charge, or enter into any transaction that would result in any of those rights or obligations passing to another person

13 Further provisions

13 1 Independent security

This legal charge shall be in addition to, and independent of, every other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this legal charge

13 2 Continuing security

13 2 1 This legal charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this legal charge in writing

13 2 2 This legal charge shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or Security Interest which the Lender may at any time hold in respect of any of the Secured Liabilities and this legal charge may be enforced against the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security Interest held or available to it

13 3 Discharge conditional

13 3 1 Any release, discharge or settlement between the Chargor and the Lender shall be deemed conditional on no right, Security Interest, disposition or payment received by the Lender in respect of the Secured Liabilities being avoided, reduced, set-aside or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership, protection from creditors generally or otherwise. Despite any such release, discharge or settlement

(a) the Lender or its nominee may retain this legal charge and the security created by or pursuant to it, including all certificates and documents

relating to the whole or any part of the Charged Property, for such period as the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and

- (b) the Lender may recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred

13 3 2 If any claim of the kind referred to in clause 13 3 1 is made against the Lender under insolvency laws, the Lender may agree the claim or settle it on any terms it chooses without asking for the Chargor's agreement

13 3 3 If the Lender does agree to settle the claim in accordance with clause 13 3 2, the Chargor will be liable under this legal charge as if a court order had been made containing the terms the Lender has agreed

13 3 4 The Chargor will be responsible for all costs and expenses the Lender properly incurs in defending any claim of the kind referred to in clause 13 3

13 4 Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Chargor shall (in the absence of any manifest error) be conclusive evidence of the amount due

13 5 Rights cumulative

The rights and remedies of the Lender conferred by this legal charge are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and remedies under the general law

13 6 Variations and waivers

Any waiver or variation of any right or remedy by the Lender (whether arising under this legal charge or under the general law), or any consent given under this legal charge, will only be effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the circumstances for which it was given, and shall not prevent the party giving it from subsequently relying on the relevant provision

13 7 Further exercise of rights

No act or course of conduct or negotiation by, or on behalf of, the Lender shall, in any way, preclude the Lender from exercising any right or remedy under this legal charge or constitute a suspension or variation of any such right or remedy

13 8 Delay

No delay or failure to exercise any right or remedy under this legal charge shall operate as a waiver of that right or remedy

13 9 Single or partial exercise

No single or partial exercise of any right or remedy under this legal charge shall prevent any further or other exercise of that right or remedy, or the exercise of any other right or remedy under this legal charge

13 10 Consolidation

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this legal charge

13 11 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this legal charge under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties

13 12 Counterparts

This legal charge may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

13 13 Default Rate

13 13 1 Any amount which is not paid under this legal charge when due shall bear interest (both before and after judgment and payable on demand) from the due date (or, in the case of costs, fees or expenses incurred, from the date they are so incurred) until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate

13 13 2 Default Interest will be calculated on the basis of the actual number of days elapsed and a year of 365 days and will be compounded at monthly intervals

14 Notices

14 1 Service

Each notice or other communication required to be given under, or in connection with, this legal charge shall be

14 1 1 in writing, delivered personally or sent by pre-paid first-class letter or fax, and

14 1 2 sent

(a) to the Chargor at

Address 2 Paul Gardens, Croydon, Surrey CR0 5QL

Fax [NUMBER]

Attention Mrs Eleni Hamilton and Mrs Anna Mitchell

(b) to the Lender at

Address Cambridge & Counties Bank Limited, Charnwood Court,
New Walk, Leicester LE1 6TE

Fax 0116 254 4637

Attention Andrew Norris

or to such other address or fax number as is notified in writing by one party to the other from time to time

14 2 Receipt by Chargor

14 2 1 Any notice or other communication that the Lender gives shall be deemed to have been received

- (a) if sent by fax, when received in legible form,
- (b) if given by hand, at the time of actual delivery, and
- (c) if posted, on the second Business Day after the day it was sent by pre-paid first-class post

14 2 2 A notice or other communication given as described in clause 14 2 1(a) or clause 14 2 1(b) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day

14 3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt

15 Governing law and jurisdiction

15 1 Governing law

This legal charge and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

15 2 Jurisdiction

The parties to this legal charge irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this legal charge or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Lender to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction

15 3 Other service

The Chargor irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this legal charge relating to service of notices Nothing contained in this legal charge shall affect the right to serve process in any other manner permitted by law

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

SCHEDULE 1 - The Property

The Property

The freehold property known as 583 London Road, Sutton, Surrey SM3 9AE title to which is registered at the Land Registry under title number SGL554808

SCHEDULE 2 - Representations and warranties

Representations and warranties

1 Status

1 1 The Chargor is a limited company or limited liability partnership duly organised, validly existing and registered under the relevant laws of its jurisdiction of incorporation

1 2 The Chargor has the power to own its assets and carry on its business as it is being conducted

2 Authority

The Chargor is empowered to enter into and perform its obligations contained in this legal charge and has taken all necessary action to authorise the execution, delivery and performance of this legal charge, to create the security to be constituted by this legal charge and to observe and perform its obligations under this legal charge

3 Binding obligations

The obligations expressed to be assumed by the Chargor in this legal charge are legal, valid, binding and enforceable obligations

4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this legal charge and the granting of this legal charge and security constituted by this legal charge do not and will not conflict with

4 1 any law or regulation applicable to it,

4 2 its constitutional documents, or

4 3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument

5 Ownership of Charged Property

The Chargor is the legal and beneficial owner of the Charged Property

6 No Security Interests

The Charged Property is free from any Security Interest other than Permitted Security Interests and the Security Interests created by this legal charge

7 Adverse claims

The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it

8 Adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Charged Property

9 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Charged Property

10 No interference in enjoyment

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use

11 No overriding interests

Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Property

12 Avoidance of security

No Security Interest expressed to be created under this legal charge is liable to be avoided, or otherwise set aside, on the liquidation, administration or bankruptcy of the Chargor or otherwise

13 No prohibitions or breaches

There is no prohibition on assignment in any Insurance Policy and the entry into this legal charge by the Chargor does not, and will not, constitute a breach of any Insurance Policy or any other agreement or instrument binding on the Chargor or its assets

14 Environmental compliance

The Chargor has, at all times, complied in all material respects with all applicable Environmental Law

SCHEDULE 3 - Covenants

Part 1 – General Covenants

1 Negative pledge and disposal restrictions

The Chargor shall not at any time, except with the prior written consent of the Lender

- 1 1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by this legal charge or any Permitted Security Interest,
- 1 2 sell, assign, transfer, part with possession of, or otherwise dispose of, in any manner (or purport to do so), all or any part of, or any interest in, the Charged Property (except, in the ordinary course of business, Charged Property which is only subject to an uncrystallised floating charge), or
- 1 3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

2 Preservation of Charged Property

The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this legal charge

3 Enforcement of rights

The Chargor shall use its best endeavours to

- 3 1 procure the prompt observance and performance of the covenants and other obligations imposed on the Chargor's counterparties, and
- 3 2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Lender may require from time to time

4 Notice of breaches

The Chargor shall, promptly on becoming aware of any of the same, give the Lender notice in writing of

- 4 1 any representation or warranty set out in Schedule 2 (*Representations and warranties*) which is incorrect or misleading in any material respect when made or deemed to be repeated, and
- 4 2 any breach of any covenant set out in this Schedule 3 (*Covenants*)

5 Title documents

The Chargor shall, on the execution of this legal charge (or, if later, the date of acquisition of the relevant Charged Property), deposit with the Lender and the Lender shall, for the duration of this legal charge be entitled to hold

- 5 1 all deeds and documents of title relating to the Charged Property which are in the possession or control of the Chargor (and if these are not within the possession or control of the Chargor, the Chargor undertakes to obtain possession of all such deeds and documents of title), and

5 2 all Insurance Policies and any other insurance policies relating to any of the Charged Property which the Chargor is entitled to possess

6 Insurance

6 1 The Chargor shall

6 1 1 (if the Lender so requires) produce to, or deposit with, the Lender each Insurance Policy and the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy,

6 1 2 maintain in full force and effect property owners' public liability and third party liability insurance,

6 1 3 not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy

6 2 The Chargor must procure that the Insurance Policies comply with the following requirements

6 2 1 each of the Insurance Policies must contain

(a) a non-invalidity and non-vitiation clause under which the Insurance Policies will not be vitiated or avoided as against the Lender as a result of any circumstances beyond the control of the Lender or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part the Lender,

(b) a waiver of the rights of subrogation of the insurer as against the Chargor, the Lender and any tenants of any Property, and

(c) a loss payee clause in such terms as the Lender may reasonably require in respect of insurance claim payments otherwise payable to the Lender,

6 2 2 the insurers must give at least 30 days' notice to the Lender if any insurer proposes to repudiate, rescind or cancel any Insurance Policy, to treat it as avoided in whole or in part, to treat it as expired due to non-payment of premium or otherwise decline any valid claim under it by or on behalf of any insured party and must give the opportunity to rectify any such non-payment of premium within the notice period

6 3 If the Chargor fails to comply with any term of paragraph 6 of Part 2 of Schedule 3 (*Covenants*), the Lender may, at the expense of the Chargor effect any insurance and generally do such things and take such other action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of such clause

7 Insurance Policies' proceeds

7 1 All monies payable under any Insurance Policy at any time (whether or not the security constituted by this legal charge has become enforceable) shall, save to the extent required by the basis of settlement under any Insurance Policy or under any lease of a relevant Property

7 1 1 immediately be paid to the Lender,

- 7 1 2 if they are not paid directly to the Lender by the insurers, be held by the Chargor as trustee of the same for the benefit of the Lender (and the Chargor shall account for them to the Lender), and
- 7 1 3 at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities (but subject to paragraph 10 of Schedule 5 (*Enforcement*))
- 7 2 [The Chargor shall within [five days of **OR** immediately on] the execution of this legal charge give notice to each insurer of the assignment of the Chargor's rights and interest in and under each Insurance Policy pursuant to clause 3 2 [and [use its reasonable endeavours to] procure that each addressee of any such notice promptly provides an acknowledgement of the Lender's interest to the Lender]
- 7 3 The Chargor shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this paragraph 7
- 8 Further assurance**
- 8 1 The Chargor shall promptly, at its own cost
- 8 1 1 do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s))
- (a) to perfect the Security Interest created or intended to be created under or evidenced by this legal charge (which may include the execution of a mortgage, charge, assignment or other Security Interest over all or any of the assets which are, or are intended to be, the subject of this legal charge) or for the exercise of any rights, powers and remedies of the Lender,
- (b) to facilitate the realisation of the assets which are, or are intended to be, the subject of this legal charge, and
- 8 1 2 give all notices, orders and directions which the Lender may require, in its absolute discretion, for perfecting, protecting, maintaining or facilitating the realisation of its security over the Charged Property
- 9 Chargor's waiver of set-off**
- The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this legal charge)

Part 2 – Property Covenants

1 Maintenance

The Chargor shall keep the Property in a good state of repair and in good working order and condition and renew and replace the fixtures and fittings about each Property when they become obsolete, worn out or destroyed

2 Insurance

2 1 The Chargor shall

2 1 1 insure, and keep insured, in full force and effect the Chargor's interests in each Property and all buildings and fixtures on each Property for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) and to provide cover against such risks and losses and in amounts and on terms as the Lender may require from time to time (or, failing such requirement, in accordance with the practice in respect of items of the same type which are current amongst prudent businessmen from time to time) and in each case in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Lender,

2 1 2 procure that the Lender is named as co-insured on a composite basis on all Insurance Policies referred to in paragraph 2 1 1 of Part 2 of Schedule 3 (Covenants) (other than public liability and third party liability insurances) but without liability on the part of the Lender for any premium in relation to such Insurance Policies

2 2 If the Chargor fails to comply with any term of paragraph 2 of Part 2 of Schedule 3 (Covenants), the Lender may, at the expense of the Chargor effect any insurance and generally do such things and take such other action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of such clause

3 Preservation of Property, fixtures and equipment

The Chargor shall not, without the prior written consent of the Lender or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Lender in writing

3 1 pull down or remove the whole, or any part of, any building forming part of any Property,

3 2 make any alterations to any buildings, erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of any Property or sever or remove any of its fixtures, or put up or erect any new buildings or allow any change of use

4 Conduct of business on Properties

The Chargor shall carry on its trade and business on those parts (if any) of the Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business

5 Planning information

The Chargor shall

- 5 1 give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (**Planning Notice**) that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice, and
- 5 2 (if the Lender so requires) immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Planning Notice as the Lender may desire
- 6 Compliance with covenants**
- 6 1 The Chargor shall
- 6 1 1 observe and perform all conveyances, grants, assignments, contracts, agreements, covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Lender so requires) produce evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed,
- 6 1 2 (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions, and
- 6 1 3 pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of each Property as and when they become payable and on demand must produce the receipt for such payments,
- 6 1 4 observe and perform all covenants, conditions, agreements or obligations to be observed and performed on the part of the tenant contained in any lease under which any Property is held by the Chargor, and enforce observance and performance of the landlord's covenants in any such lease
- 6 2 If the Chargor receives any notice served under section 146 of the Act or any proceedings are commenced for forfeiture of any lease under which any Property is held by the Chargor or any superior lease or the landlord or any superior landlord attempts to re-enter under the provisions of such lease, the Chargor must give immediate notice in writing to the Lender and at the request of the Lender at the expense of the Chargor must take such steps as the Lender may require
- 6 3 Compliance with statutes**
- 6 3 1 The Chargor must observe any and every present or future statute, regulation, order and instrument or under any by-laws, regulations or requirements of any competent authority or other approvals, licences or consents, relating to or affecting any Property or any development or the use of any Property for any purpose or the employment of persons in any Property, and must execute all works and provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time
- 6 3 2 On becoming aware of any notice or proposal that may affect a Property the Chargor must immediately inform the Lender and if the Lender requires the

Chargor must take all steps required to comply with the said notice or proposal or make objections or representations

7 Maintenance of interests in Properties

The Chargor shall not, without the prior written consent of the Lender

7 1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the Law of Property Act 1925, or

7 2 in any other way dispose of, or agree to dispose of, surrender or create any legal or equitable estate or interest in the whole or any part of any Property

8 Registration restrictions

The Chargor shall procure that no person shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of any Property without the prior written consent of the Lender. The Chargor shall be liable for the Costs of the Lender in lodging cautions against the registration of the title to the whole or any part of any Property from time to time

9 Development restrictions

The Chargor shall not, without the prior written consent of the Lender, carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of any Property

10 Environment

The Chargor shall

10 1 comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property, and

10 2 obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law

11 No restrictive obligations

The Chargor shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of any Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property

12 Proprietary rights

The Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Lender

13 Inspection

The Chargor must permit the Lender, any Receiver, any Delegate or its agent, surveyor or designated representative at reasonable times and on reasonable notice to

13 1 enter upon all buildings, erections or structures forming part of the Property, without prejudice to the powers conferred by this legal charge and without becoming a mortgagee

in possession, for any reasonable purpose and to view the state of the same and undertake valuations,

- 13 2 have access to its accounts and accounting records and to any books and records relating to the Charged Property, to inspect and take extracts from and make photocopies of the same and the Chargor shall provide, at its cost and expense, such clerical and other assistance as the Lender may reasonably request

14 **Property information**

The Chargor shall inform the Lender promptly of any acquisition by the Chargor of, or contract made by the Chargor to acquire, any freehold, leasehold or other interest in any property

15 **Registration at the Land Registry**

The Chargor consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to each Property

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 6 May 2016 in favour of Cambridge & Counties Bank Limited referred to in the charges register or their conveyancer "

SCHEDULE 4 - Powers of the Lender

1 Power to remedy

The Lender shall be entitled (but shall not be bound) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this legal charge, and the Chargor irrevocably authorises the Lender and its agents to do everything necessary or desirable for that purpose

2 Exercise of rights

The rights of the Lender under paragraph 1 of this Schedule 4 (*Powers of the Lender*) are without prejudice to any other rights of the Lender under this legal charge. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession

3 Power to dispose of chattels

3 1 At any time after the security constituted by this legal charge has become enforceable, the Lender or any Receiver may, as agent for the Chargor, dispose of any chattels or produce found on any Property

3 2 Without prejudice to any obligation to account for the proceeds of any disposal made under paragraph 3 1 of this Schedule 4 (*Powers of the Lender*), the Chargor shall indemnify the Lender and any Receiver against any liability arising from such disposal

4 Prior Security Interests

4 1 At any time after the security constituted by this legal charge has become enforceable, or after any powers conferred by any Security Interest having priority to this legal charge shall have become exercisable, the Lender may

4 1 1 redeem such or any other prior Security Interest, or procure its transfer to itself, and

4 1 2 settle any account of the holder of any prior Security Interest

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor. All monies paid by the Lender to the holder of a Security Interest in settlement of such an account shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest at the Default Rate and be secured as part of the Secured Liabilities

5 Conversion of currency

5 1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this legal charge (including the proceeds of any previous conversion under this paragraph 5) from their existing currencies into such other currencies as the Lender may think fit

5 2 Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange as determined by the Lender for such other currency against the existing currency

5 3 Each reference in this paragraph 5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency

6 New accounts

- 6 1 If the Lender receives notice of any subsequent Security Interest, or other interest, affecting all or part of the Charged Property, the Lender may open a new account for the Chargor in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 6 2 If the Lender does not open a new account immediately on receipt of notice under paragraph 6 1 of this Schedule 4 (*Powers of the Lender*), then (unless the Lender gives express written notice to the contrary to the Chargor) all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Lender.

7 Lender's set-off rights

- 7 1 If the Lender has more than one account for the Chargor in its books, the Lender may at any time after (i) the security constituted by this legal charge has become enforceable or (ii) the Lender has received notice of any subsequent Security Interest or other interest affecting all or any part of the Charged Property
- 7 1 1 combine or consolidate all or any sums of money now or hereafter standing to the credit of the then existing accounts of the Chargor with the Lender with the liabilities to the Lender of the Chargor, and
- 7 1 2 set-off or transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit (but the Lender shall notify the Chargor of the transfer once made) in or towards satisfaction of any of the liabilities of the Chargor to the Lender on any other account or in any other respect
- 7 2 The liabilities referred to in this paragraph 7 of Schedule 4 (*Powers of the Lender*) may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this paragraph 7 of Schedule 4 (*Powers of the Lender*) may be denominated in any currency. If the amounts concerned are expressed in a different currency then the Lender may exercise all such rights and is authorised to effect any necessary conversions at the Lender's then prevailing spot selling rate of exchange as determined by the Lender.
- 7 3 If the relevant obligation or liability is unliquidated or unascertained the Lender may set-off the amount it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

8 Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person or persons not being a party to this legal charge (whether or not any such person is jointly liable with the Chargor) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this legal charge or to the liability of the Chargor for the Secured Liabilities.

SCHEDULE 5 - Enforcement

1 Enforcement events

1 1 This legal charge shall be enforceable if

- 1 1 1** any of the Secured Liabilities are not paid or discharged when the same are due to be paid or discharged by the Chargor (whether on demand, at scheduled maturity, or by acceleration or otherwise, as the case may be),
- 1 1 2** the Chargor is in breach of any of its obligations under this legal charge or under any other agreement between the Chargor and the Lender and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the Chargor to remedy the breach,
- 1 1 3** the Chargor
 - (a) becomes unable to pay its debts as they fall due (and/or the value of the Chargor's assets is less than the amount of its liabilities, taking into account the Chargor's contingent and prospective liabilities),
 - (b) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness, or
 - (c) makes a general assignment for the benefit of, or a composition with, its creditors,
- 1 1 4** the Chargor passes any resolution, takes any corporate action, a petition is presented, an application is made or proceedings are commenced, or any action or step is taken by any person for its winding-up, dissolution, bankruptcy, administration or re-organisation, or for the appointment of a receiver, administrative receiver, administrator, trustee, liquidator or similar officer of it or of any or all of its revenues or assets,
- 1 1 5** a distress, execution, attachment or other legal process is levied, enforced on or sued against all or any part of the assets of the Chargor and remains undischarged for seven days,
- 1 1 6** any event occurs in relation to the Chargor that is analogous to those set out in paragraph 1 1 3, paragraph 1 1 4 or paragraph 1 1 5 of this Schedule 5 (*Enforcement*),
- 1 1 7** any representation, warranty or statement made, or deemed to be made, by the Chargor under this legal charge is, or proves to have been, incorrect or misleading when made or deemed to be made, or
- 1 1 8** an Event of Default occurs (as defined in any facility letter entered into between the Chargor and the Lender from time to time),

- 1 2** If any of the events listed in paragraph 1 1 of this Schedule 5 (*Enforcement*) occurs, without prejudice to any other rights of the Lender and whether or not such event is continuing, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may, in its absolute discretion, enforce all or any part of the security created by this legal charge as it sees fit

2 Statutory power of sale

The statutory powers of sale conferred by the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this legal charge, but the Lender shall not exercise such power of sale until the security constituted by this legal charge has become enforceable under paragraph 1 of this Schedule 5 (*Enforcement*)

3 Extension of statutory powers

3 1 The statutory powers of leasing and accepting surrenders conferred on mortgagees under the Law of Property Act 1925, and by any other statute, are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this legal charge has become enforceable, whether in its own name or in that of the Chargor, to

3 1 1 grant any lease or agreement for lease,

3 1 2 accept surrenders of leases, or

3 1 3 grant any option of the whole or any part of the freehold and leasehold property of the Chargor with whatever rights relating to other parts of it,

3 2 whether or not at a premium and containing such covenants on the part of the Chargor, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925

4 Protection of third parties

4 1 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned to enquire

4 1 1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged,

4 1 2 whether any power the Lender or a Receiver is purporting to exercise has become exercisable,

4 1 3 how any money paid to the Lender, any Receiver or any Delegate is to be applied, or

4 1 4 as to the necessity or expediency of the stipulations and conditions subject to which a disposal of any Charged Property shall be made

4 2 The receipt of the Lender or any Receiver or Delegate or its or his attorney or agent for any money shall effectually discharge the person paying the same from such matters and from being concerned to see the application or being answerable for the loss or misapplication of such money

5 No liability as mortgagee in possession

Neither the Lender, nor any Receiver, nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such

6 Appointment of Receiver

6 1 At any time after the security constituted by this legal charge has become enforceable, or at the request of the Chargor, the Lender (or any Delegate on its behalf) may, without further notice

6 1 1 appoint any one or more person or persons to be a Receiver of all or any part of the Charged Property,

6 1 2 (subject to section 45 of the Insolvency Act) from time to time remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place, and

6 1 3 exercise in respect of all or any of the Charged Property all or any of the powers and remedies given to mortgagees by the Law of Property Act 1925, including the power to take possession of, receive the benefit of, or sell any of the Charged Property

6 2 Where more than one person is appointed Receiver, each Receiver shall have power to act separately (unless the appointment by the Lender specifies to the contrary)

6 3 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925, and the remuneration of the Receiver shall be a debt secured by this legal charge which shall be due and payable immediately upon its being paid by the Lender

6 4 If the Lender enforces this legal charge itself pursuant to paragraph 6 1 3 of this Schedule 6 (*Enforcement*) it will have the same powers as a Receiver in respect of those Charged Property which are the subject of the enforcement

6 5 All or any of the powers which are conferred by this legal charge on a Receiver may be exercised by the Lender or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver

7 Power of sale additional

7 1 The powers of sale and appointing a Receiver conferred by this legal charge shall be in addition to all statutory and other powers of the Lender under the Insolvency Act, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise

7 2 The power to appoint a Receiver (whether conferred by this legal charge or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Property

7 3 In making any sale or other disposal in the exercise of their respective powers, the Receiver, the Lender or any Delegate may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, the Lender or any Delegate shall *ipso facto* be and become charged with the payment of the Secured Liabilities Any contract for any such sale or other disposal by the

Receiver, the Lender or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver, the Lender and any Delegate

- 7 4 Where a Property is sold by the Lender or any Receiver or Delegate appointed by the Lender it may be sold either together or in parcels and/or by public auction or private contract

8 Agent of the Chargor

Any Receiver appointed by the Lender under this legal charge shall be the agent of the Chargor, and the Chargor shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him

9 Powers of Receiver

- 9 1 Any Receiver appointed by the Lender under this legal charge shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act, have,

9 1 1 the power to do all such acts and things that an absolute owner could do in the management of that part of the Charged Property over which the Receiver is appointed, and

9 1 2 the powers set out in Schedule 6 (*Further powers of a Receiver*)

10 Order of application of proceeds

- 10 1 All monies received by the Lender, a Receiver or any Delegate in the exercise of any enforcement powers conferred by this legal charge shall be applied

10 1 1 first, in paying all unpaid fees, costs and other liability incurred by, or on behalf of, the Lender (and any Receiver, attorney or agent appointed by it),

10 1 2 second, in paying the remuneration of any Receiver or Delegate (as agreed between the Receiver and the Lender),

10 1 3 third, in or towards discharge of the Secured Liabilities in such order and manner as the Lender determines, and

10 1 4 finally, in paying any surplus to the Chargor or any other person entitled to it

- 10 2 Only monies actually paid by a Receiver to the Lender in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Lender in satisfaction of the Secured Liabilities

11 Appropriation

Neither the Lender nor any Receiver or Delegate shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities

12 Suspense account

All monies received by the Lender, a Receiver or a Delegate under this legal charge may, at the discretion of the Lender, Receiver or Delegate, be credited to a suspense or securities realised account and be held in such account for so long as the Lender, Receiver or Delegate thinks fit, and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Chargor

13 Power of attorney

13 1 By way of security, the Chargor irrevocably appoints the Lender and every Receiver and Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that

13 1 1 the Chargor is required to execute and do under this legal charge including, without limitation, execute any document required by the Lender under paragraph 8 of Part 1 of Schedule 3 (*Covenants*), and

13 1 2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this legal charge or by law on the Lender, any Receiver or any Delegate

13 2 Each agent and attorney may appoint a substitute or delegate his authority

14 Ratification of acts of attorney

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 13 of this Schedule 5 (*Enforcement*)

SCHEDULE 6 - Further powers of a Receiver

1 Power to repair and develop Properties

A Receiver may undertake or complete any works of repair, building, construction, modification, refurbishment or development on the Properties

2 Power to surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Properties on such terms, and subject to such conditions, as he thinks fit and, without prejudice to the generality of the above, carry such surrender into effect by surrendering or accepting surrenders in the name or on behalf of the Chargor or otherwise

3 Power to employ personnel and advisors

A Receiver may provide services and employ, or engage, such managers, contractors and other personnel and professional advisors on such terms as he thinks fit

4 Power to make VAT elections

A Receiver may make exercise or revoke any value added tax option to tax as he thinks fit

5 Power to charge for remuneration

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him

6 Power to realise Charged Property

A Receiver may collect and get in the Charged Property and/or income, or any part of it, in respect of which he is appointed and make such demands, and take such proceedings, as may seem expedient for that purpose, and take possession of the Charged Property with like rights

7 Power to manage or reconstruct the Chargor's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor

8 Power to dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Charged Property, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Charged Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him

9 Power to sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of the Chargor

10 **Power to make settlements**

A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person that he may think expedient

11 **Power to appoint**

A Receiver may appoint managers, officers, servants, workmen and agents for the purposes of this Schedule 6 (*Further powers of a Receiver*) at such salaries, for such periods and on such terms as he may determine

12 **Power to insure**

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 9, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this legal charge

13 **Powers under Law of Property Act 1925**

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act, and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act

14 **Power to operate rent reviews**

A Receiver may operate any rent review clause in respect of any property in respect of which he was appointed or any part of such property and to apply for any new or extended lease

15 **Power to borrow**

A Receiver may, for any of the purposes authorised by this Schedule 6 (*Further powers of a Receiver*), raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he shall think fit (including, if the Lender consents, terms under which such security ranks in priority to this legal charge)

16 **Power to redeem prior Security Interests**

A Receiver may redeem any prior Security Interest and settle and pass the accounts to which the Security Interest relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by him

17 **Incidental powers**

17 1 A Receiver may do all such other acts and things

17 1 1 as he may consider desirable or necessary for realising any of the Charged Property,

17 1 2 as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law, or

17 1 3 which he lawfully may or can do as agent for the Chargor

18 Scope of powers

- 18 1 Any exercise of any of the powers given by this Schedule 6 (*Further powers of a Receiver*) may be on behalf of the Chargor, the directors of the Chargor (in the case of the power contained in paragraph 13 of this Schedule 6 (*Further powers of a Receiver*) or himself

EXECUTION

CHARGOR

EXECUTED as a DEED by)

ELPHIAN LIMITED)

acting by)


[Director/Member]

a director] [Name of Member, a
member]

in the presence of

Witness signature

Witness name

Witness address

Witness occupation

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LENDER

SIGNED for and on behalf of)
CAMBRIDGE & COUNTIES BANK)
LIMITED)