



Registration of a Charge

Company name: **HOLLYBROOK LIMITED**

Company number: **06867406**



X5YQTFEZ

Received for Electronic Filing: **23/01/2017**

Details of Charge

Date of creation: **18/01/2017**

Charge code: **0686 7406 0004**

Persons entitled: **HERITABLE DEVELOPMENT FINANCE LIMITED**

Brief description: **THE FREEHOLD LAND BEING LAND ON THE NORTH SIDE OF ACTON LANE, LONDON REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER NGL889701**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **GLOVERS SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6867406

Charge code: 0686 7406 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2017 and created by HOLLYBROOK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2017 .

Given at Companies House, Cardiff on 24th January 2017

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



Companies House



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

LEGAL CHARGE
(By Borrower - Private Individual or Corporate Body)
(Freehold or Leasehold)

| | |
|-------------------------|--|
| Date: | 18 January 2017 |
| Mortgagor: | HOLLYBROOK LIMITED incorporated in England and Wales with company number 06867406 whose registered office is at Foresters Hall, 25-27 Westow Street, London, SE19 3RY |
| Property: | The freehold land being land on the North Side of Acton Lane, London registered at the Land Registry with title number NGL889701 TITLE NUMBER: NGL889701 |
| Mortgagor's Solicitors: | Hollybrook Homes, 19 Queen Elizabeth Street, London, SE1 2LP |



Ref: LS/EW/H10022-0055/4

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THIS LEGAL CHARGE is made on the date set out in the Schedule BETWEEN: **THE MORTGAGOR** of the one part and **THE LENDER** of the other part
NOW IT IS WITNESSED:-

1. Definitions.

| | |
|---------------------|--|
| The Mortgagor | The Mortgagor described in the Schedule and so that where the Mortgagor includes more than one person or corporate body the term "the Mortgagor" shall be construed as referring to all or any one or more of those persons or corporate bodies and the obligations of the Mortgagor shall be joint and several |
| The Lender | Heritable Development Finance Limited (company number 08606584) whose registered office is at Reliance House, Sun Pier, Medway Street, Chatham, Kent ME4 4ET acting as agent and security trustee for the Finance Parties and where the context admits the term "the Lender" includes its successors and assigns whether immediate or derivative and any other company or bank into which it may be absorbed or with which it may amalgamate |
| The Finance Parties | Heritable Capital Limited (company number 0877577) whose registered office is care of Grant Thornton UK LLP, 1 Dorset Street, Southampton, Hampshire, SO15 2DP and One Savings Bank Plc (company number 0312896) whose registered office is at Reliance House, Sun Pier, Chatham, Kent ME4 4ET including their respective successors and assigns whether immediate or derivative and any other company or bank into which they may be absorbed or with which they may amalgamate |
| The Property | The property described in the Schedule and (according to the context in which that expression is used) means and includes all buildings and erections thereon and all fixtures and fittings therein and all services and means of access and egress and also any further property asset or right as is mentioned in clause 5.7 |
| The Loan Agreement | Any present or future loan agreement or facility letter pursuant to which this Legal Charge is intended to provide security to the Lender now or at any time in the future (including any agreement or letter amending supplementing |

or replacing it or them) and so that where the Loan Agreement includes more than one such document the term "the Loan Agreement" shall (as the context so admits or requires) be construed as referring to all or any one or more of them

Interest Rate Save as may otherwise be awarded by a court or arbitral tribunal or stipulated by statute the rate of interest specified in the Loan Agreement

Receiver A receiver and/or manager appointed pursuant to this Legal Charge and/or as defined in section 29 of the Insolvency Act 1986

2. Charge

2.1 This Legal Charge is expressly made for securing present and further advances

2.2 The Mortgagor with full title guarantee HEREBY CHARGES by way of legal mortgage the Property as a continuing security for:-

2.2.1 all present and/or future indebtedness of the Mortgagor to the Lender on any account whatsoever as mentioned in clause 3.1 hereof

2.2.2 all other liabilities whatsoever of the Mortgagor to the Lender present future actual or contingent

2.2.3 all costs and mortgagees' expenses arising hereunder as hereinafter provided

together in each case with interest thereon from day to day from demand until full discharge (as well after as before judgement or the death insanity insolvency or other incapacity of the Mortgagor) at the Interest Rate

2.3 The Mortgagor with full title guarantee HEREBY FURTHER CHARGES by way of fixed charge all rents and other income derived from the Property or to which the Mortgagor may be or become entitled therefrom together with the right to recover the same (by action or otherwise) in the name of and for the account of the Mortgagor

3. Mortgagor's Covenants

The Mortgagor COVENANTS with the Lender:-

3.1 ON DEMAND (save where otherwise specified in the Loan Agreement or agreed in writing between the parties hereto) to pay to the Lender all money and discharge all obligations and liabilities which now are or at any time hereafter may be due owing or incurred from or by the Mortgagor to the Lender or for which the Mortgagor

may be or become liable to it in whatever currency denominated on any current or other account or in any manner whatever (whether alone or jointly with any other person or corporate body and in whatever style or form and whether as principal or surety) including (without prejudice to the generality of the above) all liabilities in connection with foreign exchange transactions and for accepting endorsing or discounting any notes or bills and/or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Lender for or at the request of the Mortgagor or for any other matter or thing whatsoever including interest to the date of repayment (calculated at the Interest Rate and payable as well after as before judgement or the death insanity insolvency or other incapacity of the Mortgagor) commission fees and other charges and all legal and other costs charges and expenses on a full Indemnity basis together with any Value Added Tax at the applicable rate which may be or become due in respect of all or any such matters

- 3.2.1 To permit the Lender and its duly authorised agents and representatives at any time upon reasonable prior notice with or without others to enter upon the Property or any part or parts thereof and examine the condition thereof without thereby becoming liable as mortgagee in possession
- 3.2.2 To keep the Property in good and substantial repair and good working order and condition and as and when necessary to rebuild renew or replace the same and not to pull down or remove or sell or otherwise dispose of any part of the same without the prior consent in writing of the Lender except in the ordinary course of use repair maintenance or improvement and if the Mortgagor shall fail to do so the Lender and its duly authorised agents and representatives shall be entitled (but not bound) at any time to enter upon the Property or any part or parts thereof and execute such works of repair and maintenance as in the opinion of the Lender may be necessary or proper without thereby becoming liable as mortgagee in possession
- 3.3.1 At all times during the continuance of this security to keep the Property insured against loss or damage by fire civil commotion explosion aircraft and articles dropped from aircraft and against storm tempest lightning flooding burst pipes and malicious damage together with cover against all relevant liabilities to third parties and in respect of environmental impairment liabilities of any nature and such other risks and contingencies as the Lender may from time to time require to the extent of the full reinstatement value or the amount of the potential liability with full provision for estimated inflation in respect of such value or liability and in respect of the construction and other costs involved and including a sum to cover the cost of demolition debris removal and architects' engineers'

surveyors' and other professional fees (including any Value Added Tax payable on or included in such costs and fees or otherwise) and if the Property is wholly or partly let for three years' loss of rent with insurers previously approved by the Lender in writing in the joint names of the Mortgagor and the Lender or at the option of the Lender in the name of the Mortgagor with the interest of the Lender in the Property being noted on the insurance policy and with the policy containing such provisions for the protection of the Lender as the Lender may reasonably require to avoid the interest of the Lender being prejudiced by any act of the Mortgagor or of any occupier

3.3.2 To deposit with the Lender the original of (or at the option of the Lender a certified copy or copies of) the insurance policy or policies relating to the Property and punctually to pay all premiums necessary for the purpose of such insurance (on demand producing to the Lender the receipt for every payment of premium) and likewise to notify the Lender in a timely manner (confirming such notification in writing) if any event occurs or circumstance arises which may give rise to a claim under any such policy or policies or which may affect the continuance or validity of any such policy or policies and thereafter comply with the reasonable requirements of the Lender in relation thereto

3.3.3 To hold all monies which may be received by the Mortgagor by virtue of any policy relating to the Property in trust for the Lender and to apply the same (at the option of the Lender but without prejudice to any obligation in the policy of insurance or any other obligation having priority to the obligations imposed by this Legal Charge) either in making good the loss or damage in respect of which the same may have been received with any deficiency being made good by the Mortgagor or in discharge or reduction of the monies hereby secured

3.3.4 PROVIDED THAT if the Mortgagor shall at any time refuse or neglect to keep the said insurances on foot or to comply in any material respect with the covenants hereinbefore contained the Lender shall have power to insure against the covers and risks mentioned in clause 3.3.1 and the Mortgagor will on demand pay to the Lender every sum expended by the Lender in so doing

3.3.5 AND PROVIDED THAT if the Mortgagor has a leasehold interest in the Property and at all times the interest of the Lender is noted on the relative policy of insurance and it gives cover against such risks as the Lender shall require and contains in favour of the Lender such provisions for the protection of the Lender as the Lender may reasonably require and

insurance is to the full reinstatement value of the Property or the amount of the potential liability the Lender will accept in compliance with the terms of this clause the insurance maintained in accordance with the lease under which the Mortgagor holds the Property

3.3.6 AND PROVIDED FURTHER that every insurance of the Property effected by the Mortgagor whether or not pursuant to the covenant in that behalf hereinbefore contained shall be deemed to be an insurance for the maintenance of which the Mortgagor is liable under this Legal Charge

3.4 To pay when due all outgoings (whether of a capital or revenue nature and even if wholly novel) payable to the landlord of the Property (if the same is leasehold land) and/or to the local or any other authority or to a statutory undertaker in respect of the Property or the supply of services to the Property and to reimburse to the Lender on demand any such sum paid by the Lender

3.5 To comply with and (where appropriate) enforce each and every covenant and provision contained in any document affecting the Property and comply with all bye-laws and planning local authority and statutory requirements affecting the Property its use and occupation and the employment of persons at the Property

3.6.1 If the Property or any part thereof is let to take such action (including legal proceedings) as may be reasonably necessary to procure the payment of rent by and to enforce the observance and performance of terms conditions and covenants on the part of every tenant of the Property or such part and to observe and perform the terms conditions and covenants on the part of the Mortgagor in respect of such letting

3.6.2 To pay into such account with the Lender in the name of the Mortgagor or to such other account as the Lender shall from time to time direct all monies which the Mortgagor may receive by way of rent licence fee or other like payment in respect of the Property or any part thereof and pending such payment to hold such moneys in trust for the Lender

3.6.3 If so required by the Lender to instruct all or any tenants licensees and/or other occupiers of any part of the Property and/or those having responsibility for the collection of revenues from them to pay all sums due by way of rent licence fee or other like payment in respect of the Property or any part thereof to such account with the Lender in the name of the Mortgagor or to such other account and in such name as the Lender shall from time to time direct provided that the Lender shall not in the exercise of its rights under this clause become or be deemed to become a mortgagee in possession

3.6.4 Not (without the prior consent in writing of the Lender) to charge or otherwise dispose of or release exchange compound set-off or grant time

- or indulgence in respect of or otherwise deal with all or any part of any rent licence fee or other like payment in respect of the Property or any part thereof nor (without the like consent and then only subject to such further requirements as the Lender may impose) to withdraw charge or otherwise dispose of any part of the monies standing to the credit of any such account as is mentioned in clauses 3.6.2 and 3.6.3 or attempt to do so
- 3.6.5 If the Property or any part is leasehold to take such action as aforesaid to enforce the observance and performance of terms conditions and covenants on the part of the landlord of the Property or such part and to pay the rents reserved by and generally observe and perform the terms conditions and covenants on the part of the Mortgagor contained in the lease under which the Mortgagor holds the Property or such part
- 3.7 Not without the written consent of the Lender to part with possession of the Property or any part or grant a tenancy or lease or accept a surrender of any tenancy or lease relating to the Property or any part thereof nor to release or vary any of the terms of nor grant any consent licence or permission under any such tenancy or lease nor agree any rent review nor exercise any power to determine or extend the same to the intent that the statutory and other powers otherwise available to the Mortgagor in respect of all or any of such matters shall not be exercisable during the continuance of this security without the Lender's consent in writing
- 3.8 Save as permitted under clause 3.7 hereof not to part with or share possession or occupation of the Property or part thereof nor to grant to any person any licence right or interest to occupy the Property or any part thereof nor create or permit to arise any overriding interest (as defined in the Land Registration Act 2002)
- 3.9 Not to assign transfer or otherwise dispose of the interest of the Mortgagor in the Property or any part thereof nor attempt or agree so to do and not without the written consent of the Lender to:-
- 3.9.1 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect the Property or any part of it nor (if such consent be given) permit the sum secured by any authorised charge (exclusive of accrued interest) to exceed such amount as shall be approved in writing by the Lender
- 3.9.2 grant or suffer to be created or acquired any option proprietary right or interest or any easement right licence privilege or profit a prendre which shall affect or in any way relate to the Property or any part nor do or cause or permit to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value of the Property to the Lender as security
- 3.9.3 exercise any option which in any way relates to the Property or any part of it (including any option regarding the application of Value Added Tax to

- any disposal of any interest in the Property or any part of it or to any rental in respect of the Property or any part of it)
- 3.10.1 Not to bring onto the Property any hazardous substance in a quantity notifiable under the Notification of Installations Handling Hazardous Substances Regulations 1982 and/or any regulations made under the Planning (Hazardous Substances) Act 1990 without the prior written consent of the Lender and (without prejudice to the Lender's power to refuse its consent) any such consent may be subject to conditions the nature and scope of which are to be at the Lender's entire and unfettered discretion
- 3.10.2 Not to use any part of the Property for a contaminative use and/or the deposit of waste material of any nature or any operation which might involve the deposit of waste material within the scope of any regulation issued by any competent authority without the prior written consent of the Lender as mentioned in clause 3.10.1
- 3.10.3 To comply at the expense of the Mortgagor in a timely and effective manner with the requirements of any competent authority in respect of any matter falling within the scope of the Mortgagor's obligations under clauses 3.10.1 or 3.10.2 including (without in any way limiting the scope of the Mortgagor's obligations under this clause) any requirement on the part of the Environment Agency any waste regulation authority and any health and safety executive
- 3.10.4 If so required by the Lender at any time and from time to time to procure at the expense of the Mortgagor and for the benefit of the Mortgagor and the Lender any environmental audit assessment or investigation which the Lender may deem necessary in order to determine the extent of (or any deficiencies in) the Mortgagor's compliance with its obligations under this clause 3.10 or to satisfy the Lender or any other person (including any competent authority) as to the extent of any environmental liability or risk applicable at any time in respect of any part of the Property
- 3.11 Not without the written consent of the Lender to make any application under the Town and Country Planning Act 1990 or any subsequent planning legislation to change the authorised use of or to carry out development upon the Property nor to apply for a lawful development certificate
- 3.12 To notify the Lender forthwith of any notice order proposal or information received by the Mortgagor in respect of proposals for the compulsory acquisition of or otherwise relating to or affecting the Property or any part thereof or any application by a person other than the Mortgagor for planning permission affecting the Property or any part thereof and at the request of the Lender to make or join with the Lender in making

such objections or representations against or in respect of any such proposal as the Lender shall consider expedient and any compensation received by the Mortgagor as a result of any such notice order or proposal shall be held in trust for and paid to the Lender in reduction of the monies obligations and liabilities secured by this Legal Charge

3.13.1 Without prejudice to and in addition to every other remedy of the Lender to pay on a full indemnity basis to the Lender on demand or (as the case may be) to any Receiver on demand the amount of all expenses properly incurred by the Lender or any Receiver in relation to this Legal Charge with interest thereon at the Interest Rate from the respective time or times at which such money shall have been expended until the date of repayment and until repayment such sums and interest shall be charged upon the Property

3.13.2 For the avoidance of doubt IT IS HEREBY AGREED that the expression "expenses" includes all costs moneys charges and expenses properly paid and all liabilities properly incurred by the Lender or any Receiver (including legal costs charges and expenses ascertained as between solicitor and own client) on or in connection with or incidental to the Property and this Legal Charge and all expenses herein covenanted by the Mortgagor to be paid and in particular in connection with

3.13.2.1 inspecting surveying or obtaining any report of any nature or of any kind whatsoever in connection with the Property or repairing rebuilding or reinstating any part thereof or any works thereon where the Lender or any Receiver reasonably considers such to be necessary for the benefit or preservation of the Lender's security or to enhance its realisation

3.13.2.2 investigating any matter in relation to the Property and/or considering enforcing or attempting to enforce the rights and powers of the Lender or any Receiver hereunder or under the general law

3.13.2.3 doing or considering any other matter or thing whatsoever which the Lender or any Receiver reasonably considers to be for the benefit of or preservation of or the more advantageous realisation of the Lender's security

3.14 To deposit with the Lender and to permit the Lender during the continuance of this security to hold and retain all deeds and documents of title relating to the Property or any part thereof and such other documents relating to the Property as the Lender may from time to time require

3.15 At any time if and when required by the Lender to provide such instructions and authorities addressed to or in favour of the Lender or otherwise and in such form as the Lender shall require (including any such as are required for or relate to the due performance of the Mortgagor's obligations under any other covenant in this

Legal Charge) and to execute such further legal or other mortgages charges transfers or assignments (In favour of the Lender or as the Lender shall direct) as the Lender shall from time to time require over all or any part of the Property or any interest therein which may come into the possession of or be under the control of the Mortgagor (including any interest which is or is related to a freehold or leasehold interest in the Property which is superior to the current leasehold interest of the Mortgagor in the Property) and all rights and remedies relating thereto both present and future (including any vendor's lien) to secure all moneys obligations and liabilities hereby covenanted to be paid or otherwise hereby secured such further mortgages charges transfers or assignments to be prepared by or on behalf of the Lender at the cost of the Mortgagor and to contain an immediate power of sale without notice a clause excluding section 93 and the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Lender as the Lender may reasonably require

4. Power of Sale and Power to Appoint a Receiver

4.1 Section 103 of the Law of Property Act 1925 shall not apply hereto and the statutory power of sale and other powers (whether given by statute or expressed herein) shall be exercisable without further notice at or at any time after demand for payment of any money or the performance of any obligation or discharge of any liability hereby secured whether or not the Mortgagor shall have been accorded sufficient time or any time in which to satisfy the demand made and the date of such demand shall (without prejudice to the equitable right of redemption) be the redemption date

4.2 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or any Receiver appointed by it to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers

4.3 At or at any time after demand as aforesaid the Lender may appoint any person to be a Receiver of the Property or any part thereof (with power to authorise any joint Receiver to exercise any power independently of any other joint Receiver) and may remove any Receiver so appointed and appoint another in his place as to the whole or any part of the Property and such Receiver so appointed shall have all the powers conferred from time to time on receivers by statute (as varied and extended by this Legal Charge) and in addition (so far as requisite and/or applicable to the Property) the powers conferred on an administrator and an administrative receiver by sections 14(1) and 42(1) of the Insolvency Act 1986 and power on behalf of the Mortgagor (notwithstanding the death insanity insolvency or other incapacity of the Mortgagor) to do or omit to do anything which the Mortgagor could do or omit to do in relation to the Property or any part thereof

4.4 In the event that the Lender becomes a bank or is absorbed by or amalgamated into a bank or assigns this Legal Charge and any loan intended to be secured by it to a bank and without prejudice to any other remedy of the Lender and notwithstanding that the statutory power of sale and other powers may not then be exercisable as provided in clause 7.1 the Lender shall be entitled upon the Mortgagor's default in the payment of interest or any other sum without demand or notice to the Mortgagor to appropriate all or any part of the moneys standing to the credit of any account mentioned in clause 3.6.2 and/or clause 3.6.3 (if such account is held with the Lender) in or towards the payment of any interest or other sum then due from the Mortgagor to the Lender

5. Powers of the Lender and of a Receiver

At or at any time after demand as aforesaid the Lender and any Receiver appointed hereunder may (without thereby becoming liable as mortgagee in possession and/or to account for any sums other than actual receipts) exercise the following powers without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925:-

5.1 To sell exchange convert into money or otherwise dispose of or deal with the whole or any part of the Property alone or in parcels either by public auction or private contract for such consideration and generally on such terms and conditions as the Lender or the Receiver (as the case may be) deems fit and either for a lump sum or for a sum payable in instalments or for a sum on account and a mortgage or charge for the balance and with power to buy rescind or vary any contract for sale and to resell the Property without being responsible for any loss which may be occasioned to the Mortgagor thereby and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Mortgagor (or other the estate owner) if the Lender or the Receiver (as the case may be) shall consider it necessary or expedient so to do

5.2 To make agreements for leases and to grant leases of the Property or any part thereof and surrender and accept surrenders of leases and grant vary or terminate any options and/or licences upon such terms (including the length of the term of any lease and payment of any premium) and at such rents as the Lender shall think fit and without any further consent by or notice to the Mortgagor exercise on behalf of the Mortgagor all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts 1927 to 1995 the Rent Acts 1974 to 1985 the Housing Acts 1985 to 1996 the Agricultural Holdings Acts 1948 to 1986 the Agricultural Tenancies Act 1995 the Agriculture Acts 1947 to 1986 and any other legislation from time to time in force relating to the rights of landlords and tenants rents housing and agriculture in

respect of any part of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised

5.3 As agents for the Mortgagor to remove store sell or otherwise deal with any furniture or goods which the Mortgagor may fail to remove from the Property within seven days of being required to do so by notice from the Lender or such Receiver (as the case may be) and the Lender and the Receiver shall not be liable for any loss or damage occasioned to the Mortgagor and the Mortgagor shall indemnify the Lender or the Receiver (as the case may be) against all expenses incurred by them in relation to such furniture or goods and such expenses shall be deemed to have been properly incurred for the purposes of this Legal Charge it being agreed however that this Legal Charge does not create any right in equity to such furniture or goods in favour of the Lender or such Receiver nor any charge or security thereon or otherwise as to create this Legal Charge a bill of sale

5.4 Upon any sale made or lease granted in exercise of the powers conferred in that behalf by this Legal Charge or by statute the Lender or the Receiver (as the case may be) may sever and sell any fixtures upon the Property and in the case of a sale or lease of part only of the Property may make such arrangements as the Lender or the Receiver (as the case may be) shall think fit for the apportionment of any rent affecting the part sold or for charging the rent wholly upon part only of the Property and for the indemnification of any purchaser or purchasers against the whole or any part of the rent or the performance or observance of any of the covenants or agreements affecting the Property either by the limitation of new rent or by powers of entry and distress and entry and taking the income thereof or otherwise

5.5 To obtain all necessary planning permissions building regulation approvals and any other permissions consents or licences as may be necessary to develop the Property (with or without any further property as is mentioned in clause 5.7) as the Lender or the Receiver (as the case may be) shall think fit

5.6 To deal generally with and manage and to carry on all such development upon the Property jointly with any other property as the Lender or the Receiver (as the case may be) may deem proper to carry on and to complete with or without modification any building or other works thereon which may be unfinished (with power to use any machinery and incorporate in any building any unfixed materials) and in particular to take over vary cancel or complete any contract relating thereto without being responsible for loss or damage and the cost thereof (including payment upon architects' and other professional certificates) shall be reimbursed by the Mortgagor and shall be charged upon the Property

5.7 To acquire any property asset or right (including the securing of vacant possession of any property) which the Lender or the Receiver may deem necessary or

desirable for the more advantageous realisation of all or any part of the Property and to combine with and/or to sell or otherwise dispose of or deal with any such property asset or right with or without the Property or any part of it in such manner as the Lender or the Receiver may deem fit and all costs thus incurred shall be deemed to have been properly incurred for the purposes of this Legal Charge and until reimbursed by the Mortgagor shall be charged upon the Property

5.8.1 To pursue settle adjust or compromise any claim of against or arising out of the Property on such terms as the Lender or the Receiver shall think fit and to bring prosecute enforce or defend any such claim

5.8.2 To enter into any lawful agreement which the Lender deems fit to vary the priority of all or any claims against the Mortgagor as between the Lender and any other secured creditor of the Mortgagor and to execute any such agreement in the name of the Mortgagor

5.9 To take all such steps as the Lender or the Receiver (as the case may be) shall from time to time and at any time deem appropriate in order to contain reduce neutralise or eliminate any apparent potential or consequential damage or injurious effect to the Property its surroundings and/or the environment as a result of the escape or spillage of any hazardous substance or the presence of any waste material of any nature and in so doing to undertake any measures necessary to comply with the requirements or any competent authority

5.10 In the event that the Lender becomes a bank or is absorbed by or amalgamated into a bank or assigns this Legal Charge and any loan intended to be secured by it to a bank to appropriate the whole or any part of the monies standing to the credit of any account mentioned in clause 3.6.2 or 3.6.3 (if held by the Lender in the name of the Mortgagor) in or towards the satisfaction of the Mortgagor's indebtedness to the Lender and if the Lender does not do so then (unless the Lender gives express notice to the contrary to the Mortgagor) it shall nevertheless be treated as if it had done so at the time of demand as aforesaid

6. Additional Powers of the Lender and of a Receiver

6.1 The Lender may (if it so elects) exercise all or any of the powers conferred on a Receiver hereunder as mentioned in clause 4.3 and (without thereby becoming liable as mortgagee in possession and/or to account for any sums other than actual receipts) the Lender and any Receiver appointed hereunder shall have in addition to those powers and the powers referred to in clause 5 hereof and to powers conferred by statute the following powers:-

6.1.1 to take possession of collect and get in the Property or any part thereof and all rents and other income thereof accrued at any time and for that

- purpose to take defend or discontinue any proceedings or submit to arbitration in the name of the Mortgagor or otherwise as the Lender or the Receiver shall think fit
- 6.1.2 to make any arrangement or compromise or enter into or cancel any contract as the Lender or the Receiver may think fit
- 6.1.3 to make allowance to and re-arrangements with any lessees tenants or other persons from whom any rents or profits or other payments may be receivable
- 6.1.4 to institute carry on and conduct services of lighting heating and cleansing and all other services which may be deemed proper for the efficient use or management of the Property or any part thereof
- 6.1.5 to effect maintain renew and vary all requisite insurances including such insurances as are mentioned in clause 3.3
- 6.1.6 to effect repairs renewals and improvements to and generally to manage the Property and to do all such other acts and things as may be considered to be incidental or conducive to any matters or powers aforesaid and which the Lender or the Receiver may or can do as agent for the Mortgagor
- 6.1.7 to borrow money on the security of the Property (with or without the addition of any other property mentioned in clause 5.7) or any part of it from the Lender or from any other lender either in priority to this security or not (as the Lender may determine) for any of the purposes mentioned in this clause or in clause 5 hereof
- 6.1.8 to employ for the protection of the Property and for all or any of the purposes aforesaid solicitors architects surveyors quantity surveyors estate agents contractors builders managers and workmen and others and purchase all proper materials and equipment as the Lender or the Receiver shall deem necessary
- 6.1.9 sign any document execute any deed and do all such other acts and things as may be considered by the Lender or the Receiver to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the Lender's security and use the name of the Mortgagor for all the above purposes
- 6.2 All money expended by the Lender or the Receiver (including interest paid on any borrowings) shall on demand be repaid by the Mortgagor with interest thereon at the Interest Rate from the respective times at which such money shall have been expended until the date of repayment and until repayment such sums and interest shall be charged on the Property
- 6.3 All money received by the Lender or by any Receiver appointed by the Lender in the exercise of any powers conferred by this Legal Charge shall forthwith

become charged with the payment of all monies obligations and liabilities secured hereby and shall be applied after the discharge of the expenses of the Lender and the remuneration and expenses of the Receiver and all liabilities (if any) having priority thereto in or towards satisfaction of such of the moneys obligations and liabilities hereby secured and in such order as the Lender in its absolute discretion may from time to time conclusively determine (save that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine and the Receiver may retain the same for such period as he and the Lender consider expedient)

6.4 Any Receiver appointed hereunder shall so far as the law allows be deemed to be the agent of the Mortgagor for all purposes and the Mortgagor shall be solely responsible for his acts defaults and remuneration and the Lender shall not be under any liability for his remuneration or otherwise and where (on account of the liquidation or bankruptcy of the Mortgagor or otherwise) the law does not allow such interpretation any Receiver appointed hereunder shall be deemed to act as principal and not as agent of the Lender

6.5 The remuneration of the Receiver shall be appropriate to the work and responsibilities involved and charged at such rates as may be agreed between him and the Lender at or at any time after his appointment

6.6 The Mortgagor hereby agrees on demand to indemnify both the Lender and any Receiver against all losses actions claims expenses demands and liabilities whether in contract tort or otherwise now or hereafter incurred by it or him or by any manager agent officer or employee for whose liability act or omission it or he may be answerable for anything done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by the Mortgagor of any of the Mortgagor's covenants or other obligations to the Lender

7. Appointments Consents and Notices

7.1 The Lender may appoint remove and replace a Receiver hereunder by writing under the hand of an authorised officer of the Lender

7.2 Any consent to be given by the Lender hereunder may be given by writing under the hand of an authorised officer of the Lender

7.3 A demand for payment or any other demand or notice under this Legal Charge shall be effective notwithstanding the death insanity insolvency or other incapacity of the Mortgagor and shall be made or given in writing by any agent or solicitor or authorised officer of the Lender and (in the case of an individual) served upon the Mortgagor or his personal representatives personally or delivered or sent by first class letter post cable telex or facsimile transmission to the Mortgagor or his personal representatives at his or their usual place of abode or place of business last known to the

Lender or (in the case of a corporate body) served on any one of its directors or the company secretary or delivered or sent as aforesaid to its registered office or the address or place of business of the Mortgagor last known to the Lender or (in either case) delivered or sent as aforesaid to the address of the Mortgagor stated in the Schedule and a demand or notice so addressed and posted shall be deemed to be delivered forty eight hours after posting and shall be effective notwithstanding that it be returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted and any notice or demand sent by cable telex or facsimile transmission shall be deemed to have been served at the time of despatch and shall be effective notwithstanding any incomplete or distorted transmission and in proving such service it shall be sufficient to prove that the notice or demand (if by cable) was properly addressed and dispatched or (if by telex or facsimile transmission) was transmitted to the number last known to the Lender from which the correct answerback or other appropriate acknowledgement of receipt was obtained

7.4 In the case of the death of any person a party hereto and until receipt by the Lender of notice in writing of the grant of representation to the estate of the deceased any notice or demand by the Lender sent by first class letter post cable telex or facsimile transmission as aforesaid addressed to the deceased or to his personal representatives at the usual place of abode or place of business of the deceased last known to the Lender shall for all purposes be deemed a sufficient service of a notice or demand by the Lender on the deceased and his personal representatives and shall be as effectual as if the deceased were still living

7.5 Any such notice or demand or (in the absence of manifest error) any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Mortgagor if signed by any agent or solicitor or authorised officer of the Lender

7.6 The Lender shall only be deemed to have had notice of any matter relating to this Legal Charge or to the Mortgagor if the Lender has in fact received notice in writing of such matter at its London branch office or at such other address as shall be notified by the Lender to the Mortgagor from time to time

8. Continuing Security and Lender's Powers

8.1 This Legal Charge shall be a continuing security to the Lender notwithstanding the death insanity insolvency or other incapacity of the Mortgagor and shall not be prejudiced by repayment or partial repayment of sums from time to time owing by the Mortgagor to the Lender or by the settlement of any account and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any collateral or other securities now or hereafter held or available for any of the moneys hereby secured (even if the same shall be taken without

the consent or against the prohibition of the Mortgagor in respect of moneys for which the Mortgagor is or shall be liable as surety only) and this Legal Charge shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Lender now or hereafter dealing with exchanging releasing varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable

8.2 The Lender may from time to time give time for payment of any bill or bills of exchange or any promissory note or notes or any other security or securities which may have been discounted for or received in account from the Mortgagor by the Lender or on which the Mortgagor shall or may be liable as drawer or endorser or otherwise liable thereon as the Lender shall in its discretion think fit without in any manner releasing the Mortgagor or affecting the security hereby created and nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security which the Lender may for the time being have for any money or liabilities due or incurred by the Mortgagor to the Lender or any right or remedy of the Lender thereunder

8.3 The Lender may upon receiving notice of any charge or other interest affecting the Property or any part thereof (whether or not the Lender has consented hereunder to such charge or the creation of such other interest) close the then current account and open a new account with the Mortgagor and if the Lender does not open a new account then (unless the Lender gives express notice to the contrary to the Mortgagor) it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time no money paid in or carried to the credit of the Mortgagor in such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on the said closed account at the time when it received such notice as aforesaid

8.4 In the event that the Lender becomes a bank or is absorbed by or amalgamated into a bank or assigns this Legal Charge and any loan intended to be secured by it to a bank and the Mortgagor shall have more than one account with the Lender (whether in the name of the Lender for the account of the Mortgagor or of the Mortgagor jointly with others and whether current deposit loan or of any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency and wheresoever situate) the Lender may at any time and without any prior notice in that behalf forthwith transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit or in respect of which there are outstanding obligations or liabilities (be they present future actual contingent primary collateral several or joint) and so that where the expression "the Mortgagor" includes more than one person or corporate body such transfer may be made from any account in the name of one or more of such persons or corporate bodies to any

account in the name of the Mortgagor and where such combination or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing the currency for which the Mortgagor is liable with the existing currency so converted

8.5 None of the persons or corporate bodies included in the expression "the Mortgagor" shall as against the Lender be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons or corporate bodies included in the expression "the Mortgagor"

8.6 The Lender may at any time seek from any person having dealings with the Mortgagor (including any prior mortgagee or chargee) such information about the Mortgagor's affairs insofar as they relate to the Loan Agreement and/or the Property and its incumbrances as the Lender may think fit and the execution of this Legal Charge by the Mortgagor shall constitute an authority and request on the part of the Mortgagor to any such person to supply the requested information to the Lender without the need for any further authority other than a copy of this Legal Charge certified by an authorised officer of the Lender or by the Lender's solicitors

8.7 The execution of this Legal Charge by the Mortgagor shall constitute an authority on the part of the Mortgagor to the Lender to disclose to any bank or financial institution to whom the Lender is proposing to assign all or any of its rights hereunder or to offer or grant a participation in any loan secured by this Legal Charge such information concerning the affairs of the Mortgagor insofar as they relate to the Loan Agreement the Property and its incumbrances in such manner and to such extent as the Lender shall from time to time deem fit.

9. Payments

9.1 The certificate of an officer of the Lender as to the money obligations and liabilities for the time being due owing or incurred to the Lender from or by the Mortgagor hereunder shall be conclusive evidence (in the absence of manifest error) in any legal proceedings against the Mortgagor

9.2 All sums payable by the Mortgagor under this Legal Charge whether in respect of principal interest or otherwise shall be paid in full without any deduction or withholding whatsoever whether on account of any income or other taxes or charges or otherwise and in the event of the Mortgagor being compelled by law to make any such deduction or withholding from any payment to the Lender then the Mortgagor will forthwith pay to the Lender such additional amount as will result in the receipt by the Lender of the full amount for which the Mortgagor is liable under this Legal Charge and

any additional amount thus paid shall not be treated as interest but as agreed compensation

9.3 The Mortgagor shall not be entitled to deduct or set-off any amount which is owed or said to be owed by the Lender to the Mortgagor from any amount due from the Mortgagor to the Lender under this Legal Charge or raise any defence or counter claim

9.4 The Lender may apply all monies received by the Lender under this Legal Charge (whether from the Mortgagor or from any other person or persons liable to pay the same) to any account or item of account or transaction or liability secured by this Legal Charge

10. Currency Clauses

10.1 All moneys received or held by the Lender or by a Receiver under this Legal Charge may from time to time be converted into such other currency as the Lender considers necessary or desirable to cover the obligations and liabilities actual or contingent of the Mortgagor in that currency at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing the currency to be acquired with the existing currency

10.2 If and to the extent that the Mortgagor fails to pay on demand any amount due the Lender may in its absolute discretion and without notice to the Mortgagor purchase at any time thereafter so much of a currency as the Lender considers necessary or desirable to cover the obligations and liabilities of the Mortgagor in such currency hereby secured at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing such currency with sterling and the Mortgagor hereby agrees to indemnify the Lender against the full sterling price (including all costs charges and expenses) paid by the Lender

10.3 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Mortgagor in respect of which it was made unless and until the Lender shall have received payment in full in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Lender shall have a further separate cause of action against the Mortgagor and shall be entitled to enforce the security hereby created to recover the amount of the shortfall

11. Power of Attorney

11.1 As security for the covenants hereinbefore contained and in consideration of the Lender making available or continuing to make available facilities to the Mortgagor the Mortgagor hereby irrevocably during the continuance in force of this security appoints the Lender and the persons and corporate bodies deriving title under the Lender any person nominated in writing under the hand of an officer of the Lender or any successor in title and any Receiver appointed hereunder severally to be the attorney of the Mortgagor for the Mortgagor and in the Mortgagor's name and on the Mortgagor's behalf to execute seal and deliver or otherwise perfect any deed or other instrument or act which may be required or deemed proper for any of the purposes of this security (including any instruction or authority or any legal or other mortgage charge transfer assignment or agreement referred to in clause 3.15 and clause 5.8.2) or to protect by registration or otherwise the interest of the Lender hereunder and this appointment shall operate as a general power of attorney under section 10 of the Powers of Attorney Act 1971

11.2 The Mortgagor hereby covenants with the Lender and its successors in title and separately with any such Receiver that on request the Mortgagor will ratify and confirm all security agreements documents acts and things and all transactions entered into by the Lender or such Receiver or by the Mortgagor at the instance of the Lender or such Receiver in the exercise or purported exercise of its or his powers and the Mortgagor irrevocably acknowledges and agrees that such power of attorney is inter alia given to secure the performance of the obligations owed to the Lender and any such Receiver by the Mortgagor

12. Consolidation and Miscellaneous

12.1 The restriction of the right of consolidating mortgage securities contained in section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge or to any security given to the Lender pursuant hereto

12.2 No failure or delay by the Lender in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy

12.3 The security given to the Lender pursuant to this Legal Charge shall extend to all indebtedness of the Mortgagor to the Lender as mentioned in clause 3.1 whether or not the Lender was an original party to the relevant transaction or transactions by virtue of which such indebtedness or any part of it may from time to time arise

12.4 Each of the provisions of this Legal Charge (here meaning not only clauses within it but also individual words and phrases appearing within those clauses) 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 hereof shall not in any way be affected or impaired thereby

12.5 Each person and corporate body included in the expression "the Mortgagor" agrees to be bound by this Legal Charge notwithstanding that any other such person or corporate body intended to execute or be bound may not do so or be effectually bound and notwithstanding that this Legal Charge may be determined or become invalid or unenforceable against any one or more such persons or corporate bodies whether or not the deficiency is known to the Lender

12.6 To the extent that this Legal Charge constitutes a contract for the disposition of an interest in land within the terms of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the parties hereto declare that all the terms which they have expressly agreed are contained or referred to in this Legal Charge

12.7 For the purposes of the Contracts (Rights of Third Parties) Act 1999 the provisions of this Legal Charge shall not be enforceable by any third party who (but for the provisions of that Act) would not have been entitled to enforce those provisions

13. Warranty and Undertaking

13.1 The Mortgagor hereby represents and warrants that the Mortgagor has full power authority and legal right to give and to observe the terms and conditions of this Legal Charge and that there is no provision in the memorandum or articles of association or any other constitutional document of any corporate body included in the expression "the Mortgagor" or in any other corporate document mortgage indenture trust deed or any other agreement binding upon the Mortgagor or affecting the Mortgagor which would inhibit or prevent the Mortgagor from entering into the obligations set out in this Legal Charge or prevent conflict with or affect the Mortgagor's performance or observance of any of the terms of this Legal Charge

13.2 The Mortgagor hereby undertakes to the Lender that the Mortgagor will obtain and maintain in full force and effect all governmental and other approvals and consents and do or cause to be done all other acts and things necessary or desirable in connection herewith or for the performance of the Mortgagor's obligations hereunder

14. Proper Law and Jurisdiction

14.1 This Legal Charge shall be governed by and construed in accordance with the Law of England and Wales and the Mortgagor hereby irrevocably submits to the non-exclusive jurisdiction of the Courts in England and Wales

14.2 Without prejudice to the generality of the provisions of section 1139 of the Companies Act 2006 (as amended from time to time) and the Civil Procedure Rules for the time being the Mortgagor hereby irrevocably authorises and appoints the solicitors named in the Schedule (or such other person being a firm of solicitors resident in England or Wales as the Mortgagor may by notice to the Lender substitute) to accept service of all legal process arising out of or connected with this Legal Charge and service on those solicitors (or such substitute) shall be deemed to be service on the Mortgagor

15. Headings and Interpretation

15.1 The subject headings are for information only and do not affect the construction or effect of this Legal Charge

15.2 Words importing the masculine gender only include the feminine gender and words importing the singular number may include the plural number and vice versa

15.3 Words denoting or referring to a natural person include a body corporate and vice versa

15.4 Any reference to a statute includes any amendment or re-enactment of it for the time being in force and (where the context so admits or requires) any antecedent statute amended or re-enacted by that statute and any statutory instrument regulation or order deriving authority or validity from it or them

16. Application to the Land Registry

16.1 The Mortgagor hereby applies to the Chief Land Registrar for the registration of a restriction upon all registered titles comprised in this Legal Charge as follows:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Heritable Development Finance Limited referred to in the Charges Register."

16.2 The Mortgagor applies to the Land Registry for a note to be entered on the register of any registered titles charged by this Mortgagor to the effect that this Legal Charge secures further advances and that the Lender is under an obligation to make further advances

IN WITNESS whereof the Mortgagor has executed and delivered this Legal Charge as a deed on the date shown in the Schedule

IMPORTANT NOTICE

This Legal Charge creates extensive legal obligations binding upon the Mortgagor. The Lender has advised the Mortgagor not to sign this Legal Charge until the Mortgagor is fully prepared to enter into the obligations that it creates and that the Mortgagor should seek independent legal advice before accepting those obligations.

In executing this Legal Charge, the Mortgagor acknowledges receipt of that advice and confirms that the Mortgagor has either acted upon it or, alternatively, has decided not to do so uninfluenced by any statement or representation made or purporting to be made by or on behalf of the Lender.

Executed as a Deed by)
HOLLYBROOK LIMITED)
acting by two directors/ director and secretary)

Director

Director/Secretary

OR

Executed as a Deed by)
HOLLYBROOK LIMITED)
acting by a director in the presence of:-)




Director

Witness Signature: *A P Saulte*
Witness Name:
Address:

Occupation: **AP SAULTER B.JUR**
SOLICITOR
HOLLYBROOK LTD
19 QUEEN ELIZABETH STREET
LONDON SE1 2LP

DECLARATION

On behalf of Heritable Development Finance Limited we hereby declare that to the extent that this Legal Charge constitutes a contract for the disposition of an interest in Land within the terms of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 all the terms which have been expressly agreed between the Mortgagor and the Lender are contained or referred to in this Legal Charge


.....

Glovers Solicitors LLP 6 York Street, London W1U 6QD

NOTE:- RECEIPT NOT TO BE USED FOR REGISTERED CHARGES

THIS RELEASE made the day of Two thousand and
BETWEEN the within-named Heritable Development Finance Limited of the one part and
the within-named Mortgagor of the other part WITNESSES that the said Heritable
Development Finance Limited with limited title guarantee hereby releases ALL THAT the
property now comprised in or charged by this Legal Charge from all moneys secured by
and from all claims and demands under this Legal Charge

IN WITNESS whereof Heritable Development Finance Limited has executed and delivered this Release as a deed the day and year first before written

Signed as a Deed by)
Heritable Development Finance Limited)
acting by a director and authorised signatory)

Director

Authorised Signatory