



**Registration of a Charge**

Company Name: **NK DEVELOPMENTS (NO4) LTD**

Company Number: **07288657**



Received for filing in Electronic Format on the: **24/02/2022**

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**Details of Charge**

Date of creation: **23/02/2022**

Charge code: **0728 8657 0021**

Persons entitled: **STRATA RESIDENTIAL FINANCE PLC**

Brief description: **1. BY WAY OF LEGAL MORTGAGE ALL LEGAL INTEREST IN HATCHET LANE FARM, HATCHET LANE, ASCOT, SL5 5QE AS CONTAINED IN A TRANSFER OF PART DATED 23 NOVEMBER 2021 AND ENTERED INTO BETWEEN 1) CAMERON SINCLAIR WALTON MASTERS 2) CRANBOURNE NURSERIES LIMITED AND 3) NK DEVELOPMENTS (NO4) LTD FORMING PART OF THE LAND PREVIOUSLY REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS BK122585, BK193531, BK82822 AND BK120696 ('THE PROPERTY'). 2. BY WAY OF FIXED CHARGE ANY OTHER INTEREST IN THE PROPERTY ALL RENTS RECEIVABLE FROM ANY LEASE GRANTED OUT OF THE PROPERTY AND THE PROCEEDS OF ANY INSURANCE AFFECTING THE PROPERTY. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

**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: **BOYES TURNER LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7288657

Charge code: 0728 8657 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2022 and created by NK DEVELOPMENTS (NO4) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th February 2022 .

Given at Companies House, Cardiff on 28th February 2022

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**

**STRATA RESIDENTIAL FINANCE PLC**

**LEGAL CHARGE**

(Subject to a Prior Charge)

(By Borrower - Private Individual or Corporate Body)

(Freehold or Leasehold)

**The Schedule**

Date:	23 February 2022
Mortgagor:	NK Developments (No4) Ltd (company registration number 07288657) whose registered office is at 10 Penn Road, Beaconsfield, Buckinghamshire, HP9 2LH
Property:	Part of the freehold land known as Hatchet Land Farm, Hatchet Lane, Ascot, SL5 5QE as contained in a transfer of part dated 23 November 2021 hereof and entered into between 1) Cameron Sinclair Walton Masters 2) Cranbourne Nurseries Limited and 3) NK Developments (No4) Ltd forming part of the land previously registered at the Land Registry with Title Numbers BK122585, BK193531, BK82822 and BK120696.  Title number(s): to be allocated.
Prior Charge	Legal charge in favour of Close Brothers Limited
Mortgagor's Solicitors:	Gateley Plc of One Forbury Square, The Forbury, Reading, RG1 3BB

**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                      Strata Residential Finance Plc (Company Registration Number 09329385) whose registered office is at 3 Walnut Court, Rose Street, Wokingham RG40 1XU and where the context admits the term "the Mortgagee" includes its successors and assigns whether immediate or derivative and any corporate body into which it may be absorbed or with which it 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 Development                      The construction on the Property of 6 dwellings following demolition of existing dwelling and outbuildings together with related infrastructure works and fitting out ready for use in accordance with the Loan Agreement

The Prior Charge                      The Prior Charge or charges specified in the Schedule and any other charges that may be executed pursuant thereto and where there is more than one the term "the Prior Charge" shall be construed as referring to all or any one or more of them

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 or where there is no Loan Agreement or the rate specified therein cannot be ascertained the usual rate of interest of the Lender in dealing with current accounts payable on such days as the Lender may from time to time determine and compounded in the event of it not being punctually paid with monthly quarterly or other periodic rests as the Lender shall deem fit (but without prejudice to the right of the Lender to require payment of such interest) and in the absence of manifest error the certificate of an authorised officer of the Lender shall be conclusive as to the rate from time to time applicable
Receiver	A receiver, administrator 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 Subject only to the Prior Charge 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 Likewise subject only to the Prior Charge 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 (but so that the covenants herein and the performance of the Mortgagor's obligations hereunder shall not operate so as to constitute or give rise to any breach of the Mortgagor's obligations under the Prior Charge):-

- 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 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 and/or under bonds guarantees indemnities 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
  - 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 Following completion of the Development 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

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 a certified copy 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 subject only to the provisions of the Prior Charge 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 FURTHER that for so long as the Prior Charge is subsisting and the requirements of the preceding sub-clauses of this clause 3.3 are satisfied to the Lender's reasonable satisfaction having regard to the requirements of the Prior Charge the Lender will accept in compliance with the terms of this clause 3.3 the insurance maintained in accordance with the Prior Charge
- 3.3.6 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
- 3.3.7 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

- 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 Seek to increase the amount (exclusive of accrued interest and any proper costs or charges) secured by the Prior Charge beyond the amount thereby secured as at the date of this Legal Charge nor to allow any such increase to occur
- 3.9.2 create or attempt to create or permit to subsist any further 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
- 3.9.3 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
- 3.9.4 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
- 3.10.1 Save in connection with the proper carrying out of the Development, 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 Save in connection with the proper carrying out of the Development, 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 Acts 1971 to 1995 to change the authorised use of or to carry out development upon the Property nor to apply for an established use 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

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 or the Prior Charge 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 Subject only to the rights created by the Prior Charge 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 all times to comply with each and every obligation of the Mortgagor under the Prior Charge and to supply to the Lender on demand all information required by the Lender relative to the Prior Charge and/or such permissions and authorities (in favour of the Lender or such other person or persons as the

Lender shall designate) as shall be necessary to enable the Lender or such person or persons to obtain any certificate document or other information which may be required in relation to the Prior Charge

- 3.16 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 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 4.1 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 monies standing to the credit of any account mentioned in clause 3.6.2 and/or clause 3.6.3 in or towards the payment of any interest or other sum then due from the Mortgagor to the Lender
- 4.5 If any demand for repayment is made pursuant to the Prior Charge or if the monies thereby secured otherwise become immediately due and payable then (unless the Mortgagor seeks and obtains the Lender's written consent deferring the effect of this clause for such period as the bank deems fit) the Lender shall be deemed to have made demand upon the Mortgagor for payment under this Legal Charge and all monies hereby secured shall forthwith become due and payable by the Mortgagor without the need for any further notice or demand and where the making of a demand on any other person is or may be a pre-requisite for such demand on the Mortgagor the Lender shall likewise be deemed to have made such demand on that person

## **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
  - 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 (including any person having any interest in the Prior Charge) 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 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 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
- 5.11 Any sale or other disposition by the Lender or by a Receiver may be made subject to or discharged from the Prior Charge or upon such terms as to indemnity as the Lender or the Receiver may think fit and the Lender or the Receiver may settle and pass the accounts of any person in whom the Prior Charge may be vested and any accounts so settled and passed shall as between the Lender and/or the Receiver and the Mortgagor be deemed to be properly settled and passed and shall be binding on the Mortgagor
- 5.12 If any person entitled to the Prior Charge shall call in the money thereby secured or shall take any step to enforce the same the Lender may pay off the Prior Charge (or if there is more than one included in that expression any one of more of them) and take a transfer of the benefit thereof or redeem the same and the money so expended by the Lender and all expenses of and incidental to the transaction incurred by the Lender shall be added to the monies obligations and liabilities secured by this Legal Charge and shall be reimbursed by the Mortgagor and until such reimbursement shall be charged upon the Property

**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 registered office or at such other address as shall be notified by the Lender to the Mortgagor from time to time

## **8. Continuing Security and Lending 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 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"

8.3 The Lender may at any time seek from any person having dealings with the Mortgagor (including any person having any interest in the Prior Charge) 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

- 8.4 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 person having any interest in the Prior Charge or 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. Power of Attorney**

- 10.1 As security for the covenants hereinbefore contained and in consideration of the Lender making available or continuing to make available banking 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 3.1.6 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

- 10.2 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

**11. Consolidation and Miscellaneous**

- 11.1 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
- 11.2 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
- 11.3 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
- 11.4 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

- 11.5 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
- 11.6 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
- 11.7 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

## **12. Warranty and Undertaking**

- 12.1 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 (including any necessary consent from any person having an interest in the Prior 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
- 12.2 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

**13. Proper Law and Jurisdiction**

- 13.1 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
- 13.2 Without prejudice to the generality of the provisions of sections 695 and 725 of the Companies Act 1985 (as amended) and the Rules of the Supreme Court 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

**14. Headings and Interpretation**

- 14.1 The subject headings are for information only and do not affect the construction or effect of this Legal Charge
- 14.2 Words importing the masculine gender only include the feminine gender and words importing the singular number may include the plural number and vice versa
- 14.3 Words denoting or referring to a natural person include a body corporate and vice versa
- 14.4 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

**15. Application for Restriction**

The Mortgagor hereby applies to the Chief Land Registrar for the registration of a restriction upon all registered titles comprised in this Legal Charge that no disposition of the registered estate by the proprietor of the registered estate or a proprietor of any future registered charge is to be registered without the written consent signed by the proprietor for the time being of this charge

IN WITNESS whereof the parties have 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 NK Developments (No4) Ltd )

acting by:- )

Director

Director/Secretary

in the presence of:

Witness Signature: 

Witness name: MELISSA LONGHURST

Witness address: 60 BOTTRELLS LANE, CHALFONT ST GILES HP8 4EJ

Witness occupation: OFFICE MANAGER

For and on behalf of )

STRATA RESIDENTIAL FINANCE PLC )

Acting by Directors )

Director

Director

Or Acting by a Director )

Director

in the presence of:

Witness Signature:

Witness name:

Witness address:

Witness occupation:

**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 NK Developments (No4) Ltd )

acting by:- )

Director

Director/Secretary

in the presence of:

Witness Signature:

Witness name:

Witness address:

Witness occupation:

For and on behalf of )

STRATA RESIDENTIAL FINANCE PLC )

Acting by Directors )

Director

Director

Or Acting by a Director )

Director

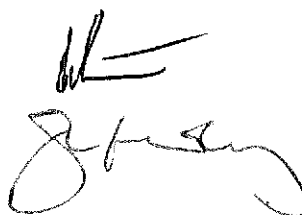
in the presence of:

Witness Signature:

Witness name:

Witness address:

Witness occupation:

Two handwritten signatures in black ink. The top signature is a stylized 'H' or 'K' shape. The bottom signature is a more complex, cursive signature.

**DECLARATION**

On behalf of Strata Residential Finance Plc 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

.....*Boyes Turner LLP*.....

Boyes Turner LLP

**NOTE:- RECEIPT NOT TO BE USED FOR REGISTERED CHARGES**

THIS RELEASE made the                      day of                      Two thousand and

BETWEEN the within-named Strata Residential Finance Plc of the one part and the within-named Mortgagor of

the other part WITNESSES that the said Strata Residential Finance Plc 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 Strata Residential Finance Plc has executed and delivered this Release as a deed the day and year first before written

For and on behalf of )  
STRATA RESIDENTIAL FINANCE PLC )  
Acting by 2 Directors )  
Director  
Director