



Registration of a Charge

Company Name: **SEJ HOMES LIMITED**

Company Number: **09673223**



Received for filing in Electronic Format on the: **22/06/2022**

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Details of Charge

Date of creation: **07/06/2022**

Charge code: **0967 3223 0001**

Persons entitled: **TWINWIN LIMITED**

Brief description: **ALL THAT FREEHOLD LAND CURRENTLY KNOWN AS 20A BALMORAL GARDENS, LONDON, W13 9UA AND 23 JERSEY ROAD, LONDON, W7 2JF FORMING THE WHOLE OF TITLE NUMBER MX236374 AND PART OF TITLE NUMBER NGL180383, AND AS MORE PARTICULARLY DESCRIBED IN A TRANSFER AND A PLAN DATED ON OR ABOUT THE DATE HEREOF AND MADE BETWEEN WHITE ROCK ACQUISITION LIMITED (1) AND SEJ HOMES LIMITED (2).**

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: **LAWRENCE STEPHENS LTD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9673223

Charge code: 0967 3223 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th June 2022 and created by SEJ HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd June 2022 .

Given at Companies House, Cardiff on 23rd June 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**

DATED

7 June

2022

Twinwin Limited

and

Bath and West Finance 2 Limited

and

SEJ Homes Limited

LEGAL CHARGE

Relating to:

Such property as more particularly described at Schedule 1



LAWRENCE STEPHENS

THIS LEGAL CHARGE is made on the 7 day of

June

2022

BETWEEN:

- (1) **Bath And West Finance 2 Limited**, registered number: 11802007, whose registered office is at Bury Manor Offices Woodcroft Lane, Wick, Bristol, England, BS30 5SH ('the Manager')

AND

- (2) **Twinwin Limited**, registered number: 11938414, whose registered office is at 134 Buckingham Palace Road, London, United Kingdom, SW1W 9SA ('the Lender')

AND

- (3) **SEJ Homes Limited**, incorporated in England with company registration number 09673223, whose registered office is at 48 Great Hill Crescent, Maidenhead, Berkshire, England, SL6 4RF ('the Borrower')

RECITALS

- (1) By the Facility Agreement the Lender agreed to advance loan facilities to the Borrower on the terms and subject to the conditions and provisions contained in the Facility Agreement.
- (2) The Borrower is or is entitled to be registered at the Land Registry as proprietor with title absolute of the Property.
- (3) The parties to this legal charge have agreed to enter into this legal charge by way of security for the discharge of the Borrower's obligations under the Facility Agreement in the manner set out below.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this legal charge:

'Charged Assets' means the Property and all other assets of the Borrower for the time being the subject of any security created by this legal charge.

'Default Rate' means the default rate or rates of interest payable from time to time pursuant to the terms of any Facility Agreement under which monies remain due from the Borrower and where any sum referred to in this legal charge on which interest is or becomes due cannot be directly attributed to a specific Facility Agreement the Interest Rate applicable shall be the highest rate applicable to any Facility Agreement for which this legal charge affords security.

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

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

'Facility Agreement' means any loan facility agreement to which the Lender and the Borrower are party for the provision of loan facilities whether subsisting at the date of this legal charge or from time to time entered into.

'Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes, regulations and orders included by virtue of clause 1.8.

'Property' means the property or properties specified in the Schedule to this legal charge and all buildings, erections, structures, fixtures, fittings and appurtenances on the Property from time to time.

'Rental Income' means all rents, licence fees and other monies receivable now or after the date of this legal charge by the Borrower under or arising out of any lease or licence of the Property or otherwise derived by the Borrower from or in respect of the Property.

'Secured Liabilities' means all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity or otherwise due from the Borrower to the Lender together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities.

'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT.

1.2 Gender, personality and number

Unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa;
- 1.2.3 references in the masculine gender include references in the feminine or neuter genders and vice versa.

1.3 Headings

The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.

1.4 Interpretation of the Borrower, the Manager and the Lender

Unless the context otherwise requires the expressions 'the Borrower', 'the Manager' and 'the Lender' include their respective successors and assigns whether immediate or derivative and

where appropriate the survivors or survivor of them and where any party comprises two or more persons include any one or more of those persons.

1.5 Joint and several liability

Where any party to this legal charge for the time being comprises two or more persons, obligations, agreements and representations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.6 Obligation not to permit or suffer

Any covenant by the Borrower not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

1.7 References to clauses

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered.

1.8 References to statutes

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute.

2. BORROWER'S COVENANTS TO PAY SUMS DUE

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

2.2 If the Borrower is a company, the Borrower covenants with the Lender to not alter or change the shareholding, ownership structure, management or any other part of the composition of the Borrower without prior signed written consent of the Lender and acknowledges that any such alteration or change without prior signed written consent of the Lender constitutes a breach of this legal charge rendering this legal charge immediately enforceable by the Lender.

3. LEGAL CHARGE

3.1 The Borrower with full title guarantee and as a continuing security for the payment or discharge of the Secured Liabilities:

3.1.1 charges the Property to the Lender by way of legal mortgage;

3.1.2 charges all present and future goodwill of any business carried on by the Borrower at the Property to the Lender by way of fixed charge;

3.1.3 assigns absolutely to the Lender, subject to a proviso for re-assignment on redemption:

3.1.3.1 the Rental Income and the benefit of all rights and claims of the Borrower now or at any time against tenants or occupiers of the Property or their guarantors;

- 3.1.3.2 the benefit of all rights and claims of the Borrower now or at any time against managing agents, professional advisors, suppliers or contractors in relation to the Property;
- 3.1.3.3 the benefit of all guarantees, insurances or compensation monies now or at any time relating to any of the Charged Assets; and
- 3.1.3.4 any other benefits or rights of any kind now or at any time relating to the Property, its use, construction or title.

4. BORROWER'S REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as set out in this clause 4.

4.1 Permitted use

The present use of the Property is a permitted use within the provisions of the Planning Acts.

4.2 Development

The Borrower has not before the execution of this legal charge carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Planning Acts and in respect of which any requisite permission has not been obtained or any valid enforcement order may be made.

4.3 Environmental matters

The Borrower has complied with Environmental Law and, in particular (but without prejudice to the generality of that representation and warranty), no hazardous or toxic materials, substances, pollutants, contaminants or wastes have at any time before the execution of this legal charge been released into the environment or deposited, discharged, displaced or disposed of at or near the Property.

4.4 Contravention of other liabilities

The execution of and the observance and performance of the Borrower's obligations under this legal charge does not and will not contravene any policy, agreement, document, instrument or obligation binding on the Borrower or its assets.

4.5 Ownership and title

The Borrower is the sole legal and beneficial owner of the Charged Assets and the Borrower has good and marketable title to the Charged Assets.

4.6 Adverse Effect of Charged Assets

The execution of and the observance and performance of the Borrower's obligations under this legal charge does not breach any law or regulation which would or may materially and adversely affect the value of the Charged Assets and there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever which materially and adversely affect the Charged Assets or its value.

4.7 Third-Party Claim

The Borrower has not received notice of any claim by any person in respect of the ownership of any of the Charged Assets or any interest in them nor has any acknowledgment been given to any person in respect of any of the Charged Assets.

4.8 Pending Action

There is no action pending or threatened which may affect the ability of the Borrower to perform its obligations under this legal charge.

4.9 Corporate Borrower

4.9.1 If the Borrower is a company or other corporate entity, the Borrower is duly incorporated in England and Wales or, where it is not incorporated in England and Wales, a legal opinion satisfactory to the Lender on the due execution of this legal charge will be provided prior to the execution of this legal charge.

4.9.2 If the Borrower is a company or other corporate entity the entry and execution of and the observance and performance of the Borrower's obligations under this legal charge will not breach the terms of its memorandum and articles of association or other constitutional documents by which its conduct is regulated.

5. BORROWER'S COVENANTS AS TO THE CHARGED ASSETS

The Borrower covenants with the Lender as set out in this clause 5.

5.1 Repair

5.1.1 *Repairing obligation*

The Borrower will keep, and ensure that any tenant keeps, all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition.

5.1.2 *Inspection*

The Borrower will permit, and ensure that any tenant permits, the Lender and its representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the buildings, fixtures and fittings, services and service media in, on or associated with the Property without the Lender becoming liable as mortgagee in possession.

5.1.3 *Entry and repair*

If the Borrower fails to maintain, or fails to ensure that any tenant maintains, the buildings, fixtures and fittings, services and service media in, on or associated with the Property in the requisite state of repair and condition the Lender and its representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession.

5.2 Alterations

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

5.3 Insurance

5.3.1 Duty to insure

The Borrower will:

- 5.3.1.1 ensure that the Charged Assets are kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names, and against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time approve in writing;
- 5.3.1.2 promptly make all payments required for this purpose when they become due and will when required by the Lender deliver to the Lender the policy of insurance and the receipt for each payment; and
- 5.3.1.3 comply with all of the insurer's requirements to maintain in effect the building insurance policy and schedule.

5.3.2 Indemnity for payments by the Lender

If the Borrower fails to perform any of its obligations under this clause 5.3 and if the Lender takes out any insurance on the Charged Assets or any part of them, the Borrower will on demand repay to the Lender all payments made by the Lender for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand (such interest to be payable in the same manner as interest on the principal sum advanced by the Facility Agreement) and all such money and interest shall be secured as part of the Secured Liabilities.

5.3.3 Application of insurance money

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

5.3.4 Depreciation

The Borrower will not commit any act that will depreciate or jeopardise the value of the Charged Assets.

5.3.5 Tenants in Occupation

The Borrower will enforce the covenants of any tenants in occupation of the Property

5.4 Outgoings

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

5.5 General covenant to comply with statutes etc

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Charged Assets or to the employment of persons in the Property or the trade or business for the time being carried on there are complied with in all respects.

5.6 General covenant to produce notices etc

5.6.1 *Production*

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

5.6.2 *Compliance*

The Borrower will comply with any order, direction, permission, notice or other matter referred to in clause 5.6.1 without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve in writing.

5.7 Specific covenants relating to planning and environmental matters

5.7.1 *Alteration of present use of the Property*

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

5.7.2 *No development without the Lender's consent*

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

5.7.3 *Compliance with conditions of permission for development*

If the Borrower at any time obtains permission for any development of the Property within the provisions of the Planning Acts it will comply with all conditions subject to which such permission is granted.

5.7.4 *Compliance with environmental matters*

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

5.7.5 *Compliance with notices etc*

5.7.5.1 *Production*

If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Planning Acts or the Environmental Protection Act 1990 in relation to the Property the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it.

5.7.5.2 *Compliance*

The Borrower will at its own expense comply in all respects with the requirements of any notice, order or proposal referred to in clause 5.7.5.1 without delay and in any event within any time which may be specified for compliance. Alternatively, if the Lender so requires, the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice, order or proposal.

5.7.5.3 *Failure to comply*

If the Borrower fails to take immediate steps to commence compliance or fails within the relevant time limit to conclude compliance with the requirements of any notice, order or proposal referred to in clause 5.7.5.1, the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession and the Borrower will ensure that any tenant allows the Lender access to the Property for the purposes set out in this clause. All costs and expenses so incurred by the Lender will be repaid by the Borrower to the Lender on demand together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the principal sum advanced by the Facility Agreement) all of which money and interest shall be secured as part of the Secured Liabilities.

5.7.5.4 *Appointment of Lender as attorney*

The Borrower irrevocably appoints the Lender, each receiver and any person nominated by the Lender to be the Borrower's attorney to apply for and procure on the Borrower's behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause 5.7.5 to be executed by the Lender on the default of the Borrower.

5.7.5.5 *Costs of licences*

All expenses incurred by the Lender in securing the licences, permissions and other things referred to in clause 5.7.5.4 shall be treated as part of the cost of the works and such expenses and interest on them shall be secured as part of the Secured Liabilities as provided by clause 5.7.5.3.

5.8 Specific covenant in relation to compulsory purchase

5.8.1 *Entry into negotiations*

The Borrower will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part.

5.8.2 *Conduct of negotiations*

If the Lender so requires, the Borrower will permit the Lender to conduct the negotiations and grant the consent referred to in clause 5.8.1 on the Borrower's behalf.

5.8.3 *Application of compensation*

Any compensation payable to or received by the Borrower in respect of the compulsory acquisition of the Property or any part of it will, if and to the extent required by the Lender, be applied in or towards the discharge of the Secured Liabilities.

5.9 Leasing and disposal

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

5.9.1 exercise or agree to exercise any power of leasing, licensing or of accepting surrenders of leases (whether conferred by statute or otherwise) or licences or vary or agree to vary any lease or licence or tenancy agreement or the amounts payable thereunder; or

5.9.2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it.

5.10 Compliance with terms of conveyances etc

5.10.1 *Observance*

The Borrower will observe and perform the terms of all conveyances, grants, assignments, transfers, contracts, leases and other deeds and documents from time to time affecting the Charged Assets and binding on the Borrower.

5.10.2 *Indemnity*

The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of the terms of the documents referred to in clause 5.10.1.

5.10.3 *Charging provision*

All expenses damages and costs incurred by the Lender in relation to any breach referred to in clause 5.10.2 will be repaid by the Borrower to the Lender on demand together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the principal sum advanced by the Facility Agreement), all of which money and interest shall be secured as part of the Secured Liabilities.

5.11 Not to register

The Borrower must not without the previous consent in writing of the Lender cause or allow any person to be registered under the Land Registration Act 2002 as proprietor of the Property or any part of it.

6. OTHER CHARGES

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) or to the extent of any pre-existing security of which the Lender is aware is to continue to subsist create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or other security interest in any of the Charged Assets other than this legal charge.

7. LENDER'S POWERS AND RIGHTS

7.1 Exercise of statutory powers

7.1.1 Exclusion of Section 103

The Law of Property Act 1925 Section 103 shall not apply to this legal charge.

7.1.2 Enforcement of security and exercise of power of sale

At any time after the Secured Liabilities have become due and remain unpaid or upon any other breach (or event of default howsoever defined) by the Borrower or any other obligor of the terms of any Facility Agreement or of this legal charge or of any other security for the obligations of the Borrower to the Lender the security constituted by this legal charge shall be immediately enforceable and the Lender's power of sale as amended or varied by this legal charge shall be immediately exercisable in respect of the whole or any part of the Charged Assets upon notice being served on the Borrower but without the restrictions contained in the Law of Property Act 1925 as to the giving of such notice, the time to comply with such notice or otherwise.

7.2 Extension of statutory powers

7.2.1 Power of sale

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

7.2.2 Power of sale additional

The powers of sale and appointing a receiver conferred by this legal charge shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in Sections 103 and 109 of the Law of Property Act 1925 or otherwise.

7.2.3 Powers of leasing and accepting surrenders

By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not it has entered into or

is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18).

7.2.4 *General*

At any time after this legal charge has become enforceable and notwithstanding the appointment of any receiver the Lender may at its absolute discretion exercise any power which a receiver appointed by it could exercise and for these purposes the Borrower authorises the Lender to opt to tax pursuant to Schedule 10 of the Value Added Tax Act 1994 as amended by the Value Added Tax (Buildings and Land) Order 2008 on behalf of the Borrower in respect of the Property.

7.2.5 *Exclusion of liability*

The powers referred to in or granted or varied or extended by this clause 7.2 shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise.

7.3 *Powers in respect of furniture and effects*

7.3.1 *Power to remove and dispose*

At any time after this legal charge has become enforceable the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Property which are not charged by this mortgage.

7.3.2 *Exclusion of liability*

The Lender will have no liability to the Borrower for any loss incurred in connection with any removal, storage, preservation, sale or disposal referred to in clause 7.3.1.

7.3.3 *Proceeds of sale*

Unless the Borrower comprises an individual or individuals, the Lender will have the right to set off any proceeds of sale against the sums due under this legal charge. To the extent the Borrower comprises an individual or individuals, the Lender will pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Borrower on demand.

7.3.4 *Nature of security*

To the extent the Borrower comprises an individual or individuals, the provisions of this clause 7.3 are not intended to grant to the Lender any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this legal charge a bill of sale.

7.4 Power to appoint a receiver

7.4.1 Appointment

At any time after this legal charge becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Charged Assets.

7.4.2 Removal

The Lender may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in its place or appoint an additional person as receiver.

7.4.3 Remuneration

The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed.

7.4.4 Restrictions

None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.

7.4.5 Power to act severally

Where more than one receiver is appointed they shall have the power to act severally.

7.4.6 Agency

Any receiver appointed under this clause 7.4 shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for its acts or defaults and for its remuneration.

7.4.7 General powers

Any receiver appointed under this clause 7.4 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this legal charge. In the event of ambiguity or conflict the terms of this legal charge will prevail.

7.4.8 Specific powers

In addition to the powers referred to in clause 7.4.7 any receiver appointed under this clause 7.4 shall have power at its discretion, to such extent and upon such terms as it may in its absolute discretion think fit, and notwithstanding the administration or liquidation of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Charged Assets. In particular (but without limitation) any such receiver shall have the power:

7.4.8.1 to take possession of, collect and get in all or any part of the Charged Assets and for that purpose bring any proceedings in the name of the Borrower or otherwise;

7.4.8.2 to manage or carry on or concur in carrying on any business of the Borrower;

- 7.4.8.3 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this legal charge and with or without a charge on all or any part of the Charged Assets;
- 7.4.8.4 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Charged Assets or of rights associated with all or any part of the Charged Assets or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;
- 7.4.8.5 to seize and sever all or any fixtures at or in the Property other than, to the extent the Borrower comprises an individual or individuals, trade machinery as defined by the Bills of Sale Act 1878, and sell the same separately from the Property or its site;
- 7.4.8.6 to settle, arrange, compromise or submit to arbitration any sums due under any prior security and any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Charged Assets or in any way relating to this or any prior security;
- 7.4.8.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal which may arise in connection with any business of the Borrower or the Charged Assets or in any way relating to this or any prior security;
- 7.4.8.8 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;
- 7.4.8.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;
- 7.4.8.10 to acquire by purchase, lease or otherwise any further property, assets or rights;
- 7.4.8.11 to appoint, employ and dismiss managers, officers, contractors and agents; and
- 7.4.8.12 to do (whether in the name of the Borrower or otherwise) all such other acts and things as it may consider necessary or desirable for the preservation, management, improvement or realisation of the Charged Assets or as it may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers and for these purposes the Borrower authorises the receiver to opt to tax under Schedule 10 of the Value Added Tax Act 1994 as amended by the Value Added Tax (Buildings and Land) Order 2008 on behalf of the Borrower in respect of the Property.

7.4.9 *Application of money*

All money received by any receiver shall be applied in the following order:

- 7.4.9.1 in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of its powers and of all outgoings paid by the receiver (including preferential debts and sums due under any prior security);
- 7.4.9.2 in payment to the receiver of such remuneration as may be agreed between the receiver and the Lender at, or at any time and from time to time after, its appointment;

7.4.9.3 in or towards satisfaction of the amount owing under this legal charge including any sums to which the Lender may be entitled in such order and manner as the Lender determines; and

7.4.9.4 the surplus (if any) being paid to the Borrower or other persons entitled to it.

7.5 Right to consolidate

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

7.6 Power to settle with prior mortgagees

7.6.1 Redemption

If any proceedings or steps are threatened to be taken or are taken to exercise or enforce any powers or remedies conferred by any encumbrance having priority over this legal charge against the Charged Assets, the Lender or any receiver appointed by the Lender may redeem that prior encumbrance or procure the transfer of it to itself and may settle and pass the accounts of any incumbrancer entitled to such prior security.

7.6.2 Repayment

All the principal money, interest, costs, charges and expenses of and incidental to any redemption or transfer pursuant to clause 7.6.1 shall be repaid by the Borrower to the Lender on demand with interest at the Interest Rate (or such lower rate as the Lender may at its discretion impose) payable from the date of payment by the Lender until repayment by the Borrower (such interest to accrue to and be capitalised with the principal monies outstanding monthly on the date interest is payable pursuant to any relevant Facility Agreement).

7.6.3 Accounts

Any accounts settled or passed in connection with any redemption or transfer pursuant to clause 7.6.1 shall be conclusive and binding as well between the Lender and any receiver appointed by the Lender on the one hand and the Borrower on the other hand as between such prior incumbrancer and the Borrower.

7.7 Management

7.7.1 Subject to clause 7.7.2 below, the parties to this legal charge hereby agree that the Manager will have full conduct and control of the management and administration of this legal charge on behalf of the Lender.

7.7.2 The provisions of clause 7.7.1 above shall not prevent the Lender from exercising its rights under this legal charge (including issuing a demand for payment of any sum due or enforcing the security constituted by this legal charge) in the event that the Manager fails to exercise such rights on the Lender's behalf.

8. PROTECTION OF THOSE DEALING WITH LENDER OR RECEIVER

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

8.1 whether this legal charge has become enforceable;

- 8.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;
- 8.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 8.4 whether any money remains due under the security; or
- 8.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

9. INDULGENCE AND WAIVER

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

10. COSTS AND INDEMNITY

10.1 Costs

The Borrower shall pay to, or reimburse, the Lender, the Manager and any Receiver on demand, on a full indemnity basis, all costs incurred by the Lender, the Manager or any receiver in relation to:

- 10.1.1 this legal charge or the Charged Assets;
- 10.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or receiver's rights under this legal charge;
- 10.1.3 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the costs of any proceedings in relation to this legal charge or the Secured Liabilities), together with interest on any amount due under clause 10.1.2 and clause 10.1.3 at either the default rate of interest specified in the Facility Agreement or, if such sums on which interest is or becomes due cannot be directly attributed to a specific Facility Agreement, at the highest rate applicable to any Facility Agreement for which this legal charge affords security.

10.2 Indemnity

The Lender, the Manager, any receiver and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Charged Assets in respect of all actions, liabilities and costs incurred or suffered in or as a result of:

- 10.2.1 the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this legal charge;

- 10.2.2 any matter or thing done, or omitted to be done, in relation to the Charged Assets under those powers; or
- 10.2.3 any default or delay by the Borrower in performing any of its obligations under this legal charge.
- 10.3 Without prejudice to the generality of the provisions of that clause the Borrower's liability under clause 10.2 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:
 - 10.3.1 the contemplation and institution of all proceedings and other action in connection with the enforcement preservation and protection of the security constituted by this legal charge;
 - 10.3.2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this legal charge;
 - 10.3.3 the exercise or contemplated exercise of any power, right or discretion conferred by this legal charge or by law on the Lender;
 - 10.3.4 any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this legal charge or associated with it;
 - 10.3.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower;
 - 10.3.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security.

11. DEMANDS AND NOTICES

11.1 Form and mode of deemed service

A demand or notice by the Lender or the Manager under this legal charge must be in writing and shall be deemed to have been properly served on the Borrower if served personally or by email to the last known email address of the Borrower or (if corporate) an officer of the Borrower or by or first class posted letter or recorded delivery posted letter addressed to the Borrower at or by delivery to the usual or last known place of abode or business of the Borrower or, as appropriate, its registered office or at any of its principal places of business on:

- 11.1.1 the Borrower if an individual; or
- 11.1.2 any one of the directors or the secretary of the Borrower if a limited company; or
- 11.1.3 any member of the Borrower if a limited liability partnership.

11.2 Method of service

Service shall be deemed to be effected notwithstanding the death or, as appropriate, dissolution of the Borrower:

- 11.2.1 at 10.00 hours on the second business day (being a day when commercial banks are open for general business in London) immediately following the day of posting if given by first class

letter or recorded delivery post irrespective of the time or date of actual delivery or of lack of delivery; or

- 11.2.2 on the same day of delivery if personally delivered or served by email on a business day or on the next business day if personally delivered or served by email on a non-business day.

11.3 Other methods of service

The methods of service described in clause 11.1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196.

11.4 Multiple borrowers

If the expression 'the Borrower' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons.

12. VALIDITY AND SEVERABILITY

12.1 Enforceability

Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

12.2 Lack of capacity

If this legal charge is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security.

13. EXCLUSION OF THIRD PARTY RIGHTS

A third party (being any person other than the Borrower, the Lender and its successors and assigns, and any receiver and the Manager) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this legal charge.

14. APPLICATION FOR RESTRICTION

The Borrower applies to the Registrar for a restriction in the following terms to be entered on each register of the Borrower's title relating to the Property charged:

"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 Twinwin Limited referred to in the Charges Register."

15. POWER OF ATTORNEY

15.1 Appointment of attorneys

By way of security, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower irrevocably appoints the Lender and every receiver appointed hereunder separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

15.1.1 the Borrower is required to execute and do under any Facility Agreement or this legal charge; and

15.1.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this legal charge or by law on the Lender or any receiver.

15.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 15.1.

16. FURTHER ASSURANCE

The Borrower will do everything required including provide all requisite information and execute any such further documents necessary to implement and effect this legal charge and perfect the security in this legal charge (including for the avoidance of doubt and if required the execution of a further legal charge in similar form to this legal charge).

17. ASSIGNMENT AND TRANSFER

17.1 Assignment by Lender

At any time, without the consent of the Borrower, the Lender may assign any of its rights or transfer any of its rights and obligations under this legal charge. The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Charged Assets and this legal charge that the Lender considers appropriate.

17.2 Assignment by Borrower

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

18. SET-OFF

18.1 Lender's right of set-off

The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this

clause 18.1 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

18.2 No obligation to set off

The Lender is not obliged to exercise its rights under clause 18.1. If it does exercise those rights it must promptly notify the Borrower of the set-off that has been made.

18.3 Exclusion of Borrower's right of set-off

All payments made by the Borrower to the Lender under this legal charge shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

19. COUNTERPARTS

This legal charge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

20. FURTHER PROVISIONS

20.1 Independent security

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

20.2 Continuing security

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

20.3 Discharge conditional

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

20.3.1 the Lender or its nominee may retain this legal charge and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Assets, for such period as the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

20.3.2 the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred.

20.4 Certificates

Any certification or determination by the Lender of any rate or amount under this legal charge is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20.5 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this legal charge.

21. GOVERNING LAW AND JURISDICTION

21.1 Construction

This mortgage shall be governed by and construed in accordance with English law.

21.2 Jurisdiction of English courts

It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England and Wales are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts.

21.3 Jurisdiction of other courts

Nothing in this clause 21 shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

SCHEDULE 1: THE PROPERTY

All that freehold land currently known as 20a Balmoral Gardens, London, W13 9UA and 23 Jersey Road, London, W7 2JF forming the whole of title number MX236374 and part of title number NGL180383, and as more particularly described in a transfer and a plan dated on or about the date hereof and made between White Rock Acquisition Limited (1) and SEJ Homes Limited (2).

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

Executed as a Deed by SEJ Homes Limited (Borrower)
acting by a director

Signature:



In the presence of:

Witness Signature:



Witness Name:

Witness Address:

Witness Occupation:



Executed as a Deed by

Twinwin Limited (Lender)
acting by a director

Director's Signature:



In the presence of:

Witness Signature:



Witness Name: Amy-Louise Darlington

Witness Address: 2 Buckland House, Warwick Way,
..... Victoria, SW1V4JQ

Witness Occupation: Admin. Assistant

Executed as a Deed by
Bath And West Finance 2 Limited (Manager)
acting by a director

Director's Signature: 

In the presence of:

Witness Signature: 

Witness Name: HEATHER HANCOCK

Witness Address: 21 HOLLYBUSH CLOSE
ACTON TURVILLE, GL9 1JJ

Witness Occupation: LENDING MANAGER

CONFIRMATION OF INDEPENDENT LEGAL ADVICE


I confirm that I am a Solicitor and that prior to the execution of this legal charge I explained the nature and content and effect of this legal charge to the above-named Borrowers who informed me that they fully understood the same

Signature

Name

Firm

Address

	Lovell Chohan Solicitors
	Grahame Reynolds Consultant Solicitor
Tudor House, 44-50 Bath Road Hounslow TW3 3EB DX 3537 Hounslow T: 020 8570 6661 F: 0844 216 0844	