



Registration of a Charge

Company name: **S&J PROPERTY DEVELOPMENTS1 LIMITED**

Company number: **10376606**



X5XDBVCY

Received for Electronic Filing: **04/01/2017**

Details of Charge

Date of creation: **21/12/2016**

Charge code: **1037 6606 0003**

Persons entitled: **I&F SECURITIES LIMITED**

Brief description: **12 STATION ROAD, MADELEY, CREWE CW3 9PW REGISTERED AT HM
LAND REGISTRY UNDER TITLE NUMBER SF606509**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **CHARLENE JENKINS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10376606

Charge code: 1037 6606 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2016 and created by S&J PROPERTY DEVELOPMENTS1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2017 .

Given at Companies House, Cardiff on 5th January 2017

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



Companies House



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

LEGAL CHARGE

This deed (the "Legal Charge") is made on 21st December 2016

BETWEEN

I&F SECURITIES LIMITED (English Company No: 08640905) whose registered office is at Hcp Building, Chichester Road, St. Leonards-On-Sea, East Sussex, England, TN38 9BG as security agent and trustee for the Finance Parties (together with our successors, assigns and transferees "**We**", "**Us**" and "**Our**");

AND

S&J PROPERTY DEVELOPMENTS1 LIMITED (English Company No: 10376606) whose registered office is Flat 8, Bath House, Bath Terrace, London, SE1 6PU ("**You**" and "**Your**").

BACKGROUND

- A. You have entered into a loan contract with Invest and Fund Limited (company number 08277803) (acting on behalf of and as agent for the Lenders) as a borrower registered on the peer-to-peer lending market place operated by Invest and Fund Limited (the "**Service**").
- B. You are entering into this Legal Charge in accordance with Your obligations under such loan contract and to secure any other loans provided to you under the Service on the express security of the Premises.

NOW IT IS AGREED:

1. Your Agreement to Pay

- 1.1 You promise Us that You will pay and discharge all Liabilities from time to time when they fall due.
- 1.2 If You fail to pay any amount under this Legal Charge when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to Us.

2. Security

- 2.1 As a continuing security for the discharge of all present and future Liabilities and with full title guarantee You charge to Us (acting as security trustee for the Finance Parties):-

2.1.1 by way of legal mortgage, the Premises;

2.1.2 by way of fixed charge:-

2.1.2.1 all Your rights in each Insurance Policy (including the proceeds of any claims under each Insurance Policy), the Rent and the benefit of any guarantee or security in respect of the Rent;

2.1.2.2 the benefit of all other contracts, guarantees, appointments and warranties relating to the Premises and other documents to which You are a party or which are in Your favour or of which You have the benefit relating to any letting, development, sale, purchase, use or the operation of the Premises or otherwise relating to the Premises (including, in each case, the right to demand and receive all monies whatever payable to or for Your benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to

any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for Your benefit arising from any of them); and

- 2.1.2.3 all authorisations (statutory or otherwise) held or required in connection with Your business carried on at the Premises or the use of any Charged Property, and all rights in connection with them.

3. Your Representations and Warranties

- 3.1 You make the following representations and warranties to Us on the date of this Legal Charge and on each day until We are satisfied that all the Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Liabilities are capable of being outstanding (with reference to the facts and circumstances existing at the time of repetition):-
- 3.1.1 You are the legal and beneficial owner of the Charged Property and have good and marketable title to the Charged Property;
 - 3.1.2 the Charged Property is free from any Security Interest other than those created by this Legal Charge;
 - 3.1.3 You have not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it;
 - 3.1.4 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Property;
 - 3.1.5 there is no breach of any law or regulation which relates to the Charged Property including any applicable Environmental Law or any Environmental Licences;
 - 3.1.6 no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use;
 - 3.1.7 nothing has arisen, has been created or is subsisting that would be an overriding interest in the Premises;
 - 3.1.8 the security expressed to be created under this Legal Charge is not liable to be avoided, or otherwise set aside, on Your liquidation or administration or otherwise;
 - 3.1.9 this Legal Charge constitutes and will constitute legal, valid, binding and enforceable obligations of You and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms; and
 - 3.1.10 the execution of this Legal Charge and the observance and performance of Your obligations under this Legal Charge does not breach any charge, mortgage, lease, loan facility or other agreement.

4. Your Promises

- 4.1 You promise that You will not throughout the Security Period without Our prior written consent:-
- 4.1.1 part with possession or occupation of, or transfer, sell, lease, assign or otherwise dispose of all or any of part of the Charged Property or any estate or interest in the Charged Property, or attempt or agree to do so;

- 4.1.2 create, attempt to create or allow to subsist any Security Interest over all or any of the Charged Property;
- 4.1.3 do or allow any act or omission which may prejudice the value of any of the Charged Property or depreciate, jeopardise or otherwise prejudice the security held by Us or the effectiveness of the security created by this Legal Charge;
- 4.1.4 sever or remove or permit to be severed or removed any of the fixtures or fittings at the Premises (except to make any necessary repairs or renew or replace the same in accordance with clause 4.2.1);
- 4.1.5 make or, in so far as You are able, permit others to make any application for planning permission or development consent in respect of the Premises;
- 4.1.6 carry out or permit or suffer to be carried out on the Premises any development as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008 or change or permit or suffer to be changed the use of the Premises; or
- 4.1.7 enter into any onerous or restrictive obligations affecting the whole or any part of the Premises or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Premises.

4.2 You promise that throughout the Security Period You will:-

Use and Repair

- 4.2.1 keep the Charged Property in a good state of repair and in good working order and condition, not use the Charged Property for any illegal purpose and renew and replace the fixtures and fittings about the Premises when they become obsolete, worn out or destroyed by others of a like nature and equal value;

Payment of outgoings

- 4.2.2 pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Charged Property as and when they become payable and on demand must produce evidence of payment to Us;

Right of inspection

- 4.2.3 permit Us to enter upon all buildings, erections or structures forming part of the Premises, without prejudice to the powers conferred by this Legal Charge and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same;

Not to alter buildings etc

- 4.2.4 not, without Our prior consent in writing or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by Us in writing, make any alterations to any buildings, erections or structures fixtures or fittings for the time being forming part of the Premises or put up or erect any new buildings;

Observance of terms of conveyances etc

- 4.2.5 observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Charged Property and binding upon You and obtain and comply with all Environmental Licences;

Notices, Claims and Observance of Acts of Parliament

- 4.2.6 observe any and every enactment, including every Act of Parliament already or subsequently to be passed, relating to or affecting the Charged Property (including any applicable Environmental Law) or any development or the use of the Premises for any purpose or the employment of persons in the Premises, and execute all works and provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time;
- 4.2.7 on receipt of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority or similar matter affecting or likely to affect the Premises whether sent to You by a competent authority or any other person whatsoever (including in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Premises) immediately to notify Us of such receipt and send a copy thereof to Us and on demand supply Us with all information relating to the matters mentioned in such notice order or other similar matter;
- 4.2.8 promptly notify Us in writing of any action, claim or demand made by or against You in connection with any of the Charged Property or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, Your proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to Our prior approval, implement those proposals at Your expense;

Insurance

- 4.2.9 comply with your obligations under the 'Insurance Undertakings' clause included in Section B of the Loan Contract.

Investigation

- 4.2.10 if at any time We so require, at Your cost, appoint an accountant or firm of accountants nominated by Us to investigate Your financial affairs and those of Your subsidiaries (if any) and report to Us and co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested. You authorise Us to make such an appointment as We shall think fit at any time, without further authority from You. In every case, You will pay, or reimburse Us for, the fees and expenses of those accountants;

Rent

- 4.2.11 not deal with any Rent except by getting it in and realising it in the ordinary and usual course of Your business and following an Event of Default you shall, immediately on receipt, pay all Rent into such bank account as We may direct from time to time and will not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on such bank account except with Our prior written consent. You will, pending that payment into such account, hold all Rent upon trust for Us;
- 4.2.12 promptly following the occurrence of an Event of Default, give notice to the relevant tenant, guarantor or surety of Our security under this Legal Charge over Your rights to and interest in the Rent and each guarantee or security in respect of the Rent and procure that each addressee of such notice promptly provides an acknowledgement of that notice to Us;

4.2.16.2 in connection with the enforcement, exercise or preservation (actual, attempted or purported) of any of their respective rights under this Legal Charge or any of the documents referred to in this Legal Charge (including all remuneration, costs, charges and expenses of any Receiver and Delegate);

4.2.16.3 in connection with:-

4.2.16.3.1 anything done or omitted in the exercise or purported exercise of the powers contained in this Legal Charge;

4.2.16.3.2 the Charged Property or the use or occupation of the Charged Property by any person (including any environmental claim); and

4.2.16.3.3 any breach by You of any of Your obligations under this Legal Charge.

5. Our Powers and Responsibilities

5.1 We may:-

5.1.1 appoint or remove a Receiver of the Charged Property and fix and pay the fees of such Receiver (without the restrictions contained in section 109 of the LPA) which fees shall be a debt secured by this Legal Charge, which shall be due and payable immediately on them being paid by Us (but such Receiver shall be deemed to be Your agent and You will be solely responsible for their acts, defaults and remuneration);

5.1.2 exercise all or any of the powers conferred upon a Receiver by clause 7 (whether or not We have made such an appointment);

5.1.3 grant or accept without restriction surrenders of leases of all or any part of Your freehold and leasehold property;

5.1.4 appropriate all payments received for Your account in reduction of any part of the Liabilities as We decide.

5.2 We will not be liable to account to You as mortgagee in possession for any money not actually received by Us.

5.3 Section 103 of the LPA will not apply and We may exercise Our power of sale and other powers under that or any other Act or this Legal Charge at any time after an Event of Default occurs which is continuing.

5.4 Section 93(1) of the LPA shall not apply to this Legal Charge or to any security it creates.

5.5 At any time after the security constituted by this Legal Charge has become enforceable, or after any powers conferred by any Security Interest having priority to this Legal Charge shall have become exercisable, We may:-

5.5.1 redeem that or any other prior Security Interest;

5.5.2 procure the transfer of that Security Interest to Us; and

5.5.3 settle and pass any account of the holder of any prior Security Interest.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on You. All monies paid by Us to an encumbrancer in settlement of any of those accounts

shall, as from its payment by Us, be due from You to Us and shall bear interest at the rate of interest (as specified in the Loan Contract) payable by You to the Finance Parties pursuant to the Loan Contract and be secured as part of the Liabilities.

- 5.6 After We or any Finance Party receives notice that a Security Interest exists over any of the Charged Property We and any of the Finance Parties may close Your then account with Us or them and open a new account with You. If no new account is opened this will be deemed to have been done anyway on the date notice of such Security Interest was received. This is unless We or any of the Finance Parties give You notice in writing that this will not be deemed to have been done. No monies credited to such new account (or which We or any of the Finance Parties receive after being deemed to have opened such new account) will discharge any Liabilities owing at the date of such notice.
- 5.7 We and any Receiver are entitled to all rights, powers, privileges and immunities conferred on mortgagees and duly appointed receivers under the LPA.
- 5.8 We and any Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of the rights, powers or discretions given to them under this Legal Charge, by statute or otherwise in relation to the Liabilities. This may be on such terms (including giving a power to sub-delegate) and for such periods of time as they may think fit. Neither We nor any Receiver will be liable for any loss or damage arising from any act, default, neglect or misconduct of any such delegate or sub-delegate.
- 5.9 All monies received, recovered or realised in relation to this Legal Charge by Us, any of the Finance Parties or any Receiver may at the discretion of the recipient be held in a suspense account. This will be on whatever terms and for whatever period the recipient thinks fit. No obligation to apply them or any part of them in or towards the discharge of any of the Liabilities will exist.

6. HM Land Registry

- 6.1 You consent to an application being made by Us to the Land Registrar for the following restriction in Form P to be registered against Your title to the Premises:
- "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 I&F Securities Limited or any successor or transferee thereof referred to in the charges register."
- 6.2 Where any of the Lenders is under an obligation to You to make available further advances under the Loan Contract, such obligation shall be deemed to be incorporated into this Legal Charge as if set out in it and You consent to an application being made to the Land Registry to enter any such obligation to make further advances on the Charges Register of any registered land forming part of the Charged Property.
- 6.3 If the title to the Premises is not registered at the Land Registry, You will ensure that no person (other than You) will be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Premises, without Our prior written consent.

7. Receivers and application of proceeds

- 7.1 Any Receiver We appoint under this Legal Charge will have all powers in Your name and on Your behalf set out in Schedule 1 to the Insolvency Act 1986 (including the powers conferred on an administrative receiver whether or not the Receiver is an administrative receiver) as well as power to do or omit to do all things which as an absolute owner You could. This applies unless the document appointing them restricts this and whether or not You are in administration or liquidation at such time.

7.2 All monies which We or any Receiver receive under or relating to this Legal Charge will (unless We agree otherwise) be used in the following order:-

7.2.1 first to pay or provide for all costs, charges and expenses incurred by Us, the Platform Provider or any Receiver under or in relation to this Legal Charge, its enforcement, in the recovery of the Liabilities and all remuneration, costs, charges and expenses due to any Receiver;

7.2.2 secondly to pay, fully or partly, the remaining Liabilities; and

7.2.3 thirdly to pay any surplus to the person entitled to it (which may be You).

This clause 7.2 is subject to any rights which have priority over the security created or intended to be created under or pursuant to this Legal Charge.

7.3 When applying amounts in accordance with clause 7.2.2 above amounts will be applied as between all Lenders on a pro rata basis without any regard to when the Liabilities outstanding to any particular Lender were incurred.

8. Further Assurance and Power of Attorney

8.1 If We or any Receiver ask You will at Your cost immediately sign, seal, execute, deliver and perfect all documents and do all other things You are asked to perfect, improve or enforce the security created or intended to be created under or pursuant to this Legal Charge or to use the powers given to each of them in this Legal Charge. This includes executing transfers (including stock transfers), assignments, legal mortgages and fixed charges over assets We specify and giving notices.

8.2 So that You fulfil all Your duties under this Legal Charge and as security for all sums due to Us (and until such sums are paid), You irrevocably appoint Us and any Receiver severally to be Your attorney (with full power of substitution and delegation). This means that such persons may in Your name, at Your expense and as Your act and deed as they consider necessary take any action which You are or may become obliged to take under or pursuant to this Legal Charge.

9. General Provisions

9.1 This Legal Charge is in addition to, not prejudiced by and will not prejudice or merge with any remedy or other right now or in future held by the Finance Parties for the Liabilities. The rights and remedies provided in this Legal Charge are cumulative and do not exclude any rights or remedies provided by law.

9.2 Our certificate or determination of the amount of any Liabilities will in the absence of obvious error be conclusive evidence of such amount.

9.3 This Legal Charge may be executed in any number of counterparts each of which is an original, with the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Legal Charge.

9.4 Any failure or delay by Us at any time or times to require You to perform any provision of this Legal Charge will not affect the rights of the Finance Parties to enforce it at a later time.

9.5 If You are required to do anything under this Legal Charge but do not do it We may do it instead of You (without Us becoming liable to account as mortgagee in possession) and any monies We incur in doing so will be recoverable by Us from You on demand. You agree with Us that any monies received by Us under this Legal Charge will not constitute Us as mortgagee in possession of the Premises.

- 9.6 Other than a permitted successor or assign, any Finance Party, any Receiver or any Delegate, a person who is not a party to this Legal Charge will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not affect any right or remedy of any person which is available otherwise than pursuant to that Act.
- 9.7 Any release, discharge or settlement We give under or pursuant to this Legal Charge will not be of any effect if any right, security, disposition or payment taken into account by Us in doing so is later avoided or reduced. We may retain this Legal Charge until We are satisfied that this will not occur and may compromise or concede any such claim.
- 9.8 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Contract, the Platform Terms and Conditions and of any side letters between any parties in relation to the Loan Contract and/or the Platform Terms and Conditions are incorporated into this Legal Charge.
- 9.9 If the rule against perpetuities applies to any trust created by this Legal Charge, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
- 9.10 Your liability in respect of any of the Liabilities shall not be discharged, prejudiced or affected by:-
- 9.10.1 any security, guarantee, indemnity, remedy or other right held by, or available to, Us or any of the Finance Parties that is or becomes wholly or partially illegal, void or unenforceable on any ground; or
 - 9.10.2 all or any of Us and the Finance Parties renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
 - 9.10.3 any other act or omission which, but for this clause 9.10 might have discharged, or otherwise prejudiced or affected, Your liability.
- 9.11 No person (including a purchaser, mortgagor or mortgagee) will be affected (and need not enquire) whether any right which We or any Finance Party or any Receiver claim to exercise can be so exercised or is being properly exercised.
- 9.12 Neither We, nor any Finance Party, nor any Receiver, nor any Delegate, shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such. If We, any Finance Party, Receiver or Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.
- 9.13 You waive any right You may have to require Us or all or any of the Finance Parties to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Legal Charge against You.
- 9.14 Each provision of this Legal Charge is severable and distinct from each other provision of it and if one or more of such provisions is invalid or unenforceable the remaining provisions will not in any way be affected.
- 9.15 Wherever this Legal Charge states that You must not take a particular step or action without Our consent, We shall have the absolute, unfettered discretion whether to give Our consent and can impose any conditions We may require on any such consent We give.

- 9.16 You cannot transfer, delegate or declare in trust any of Your rights or obligations under this Legal Charge without Our prior written consent.
- 9.17 We may at any time:
- 9.17.1 transfer the entirety of the benefit of this Legal Charge to a replacement or successor agent and trustee (a "**Successor Trustee**") who will hold the benefit of this Legal Charge and all security created hereby on trust for the Finance Parties and all references to the terms 'We', 'Us', 'Our' or similar in this Legal Charge, the Platform Terms and Conditions and any Loan Contract will then refer to such Successor Trustee; and/or
 - 9.17.2 transfer, novate or declare in trust or otherwise deal with all or any of Our rights and obligations under this Legal Charge at any time,
- and we may take all such steps as We think appropriate in relation to any of the above matters.
- 9.18 You agree that:
- 9.18.1 any transfer effected in accordance with clause 9.17 will operate to novate this Legal Charge without any requirement for Your prior consent such that any Successor Trustee will be entitled to enforce all of the terms and security created by this Legal Charge as if it had been the original party to this Legal Charge as the security trustee;
 - 9.18.2 neither We, I&F Securities Limited nor the Platform Provider will be obliged to advise You that any such transfer has taken place; and
 - 9.18.3 if We ask You then You will immediately enter into such documents as may be necessary or desirable to perfect or bring into full effect any such matter described in clause 9.18.
- 9.19 We and any of the Finance Parties may disclose any information about this Legal Charge and You to any Successor Trustee (or proposed Successor Trustee) or other person involved in any matter described in clause 9.17 and to any other person to whom information may be disclosed under any Loan Contract and/or the Platform Terms and Conditions.
- 9.20 We may, at Our discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this Legal Charge (whether or not such person is jointly liable with You and including any guarantor or other provider of third party security) in respect of any of the Liabilities or of any other security for them without prejudice either to this Legal Charge or to Your liability for the Liabilities.
- 9.21 We will hold the security created by and all rights granted by this Legal Charge as agent and trustee on trust for the Finance Parties on the terms set out in this Legal Charge and the Platform Terms and Conditions or as otherwise agreed between Us and the Finance Parties (or any of them) from time to time. The terms of such arrangements (or certain of them) may be kept confidential to the Finance Parties.
- 9.22 You certify that this Legal Charge does not contravene any of the provisions of Your memorandum or articles of association or other documents governing or comprising Your constitution.
- 9.23 This document is intended to take effect as a deed even though a party may only execute it under hand.
- 9.24 All payments by You of the Liabilities will be made when due without deduction, withholding or set off. If any deduction or withholding is required by law, You will increase Your payment so that the relevant person receives the full amount due before such deduction or withholding.

9.25 In this Legal Charge references to or uses of:-

- 9.25.1 a statutory provision includes any amendment, replacement or re-enactment, consolidation or extension of it;
 - 9.25.2 the singular includes the plural and vice versa;
 - 9.25.3 any gender will include any other gender;
 - 9.25.4 the word "person" includes an individual person, company, LLP, unlimited partnership, association, organisation or trust (whether or not with a separate legal personality) and any other legal person;
 - 9.25.5 general words introduced by the word "other" will not be limited by any word before it or which indicates a particular class of acts, matters or things;
 - 9.25.6 "include", "including" and "includes" will be deemed to include the words "without limitation" after them;
 - 9.25.7 clauses and schedules are to clauses and schedules of this Legal Charge (and their headings will not affect the interpretation of this Legal Charge);
 - 9.25.8 any agreement or document however described (and including to any Loan Contract or this Legal Charge) is to such agreement or document as varied, supplemented, restated, novated, acceded to and/or replaced from time to time (whatever effect this may have on the rights and/or obligations under such agreement or document). If any of the same are so replaced such terms will refer to the agreement or document that replaces the first as well as to the original; and
 - 9.25.9 any party or person includes its successors in title, permitted assigns and permitted transferees (whether direct or indirect).
- 9.26 An Event of Default is continuing if it has not been waived in writing or remedied to Our satisfaction or the Platform Provider's satisfaction (such satisfaction to be confirmed in writing).
- 9.27 If any provision of this Legal Charge shall conflict with any term of any Loan Contract then the relevant term of the Loan Contract shall prevail.
- 9.28 If We consider that an amount paid to Us under this Legal Charge is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Legal Charge.

10. Notices

- 10.1 The provisions of the 'Notices' clause included in of Section B of the Loan Contract apply to this Legal Charge.

11. Governing Law and Jurisdiction

- 11.1 English law is applicable to this Legal Charge and any non-contractual obligations arising out of or in connection with it.
- 11.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Legal Charge (including disputes regarding the existence, validity or termination of this Legal Charge or any non-contractual obligations arising out of or in connection with it) (a "Dispute").

11.3 You agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly you will not argue to the contrary.

11.4 Clauses 11.2 and 11.3 above are for the benefit of the Finance Parties only. A Finance Party may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Finance Party may take concurrent proceedings in any number of jurisdictions.

12. Definitions

Unless the context requires or unless otherwise defined in this Legal Charge, terms and expressions defined in the Loan Contract shall have the same meaning when used in this Legal Charge. In addition the following terms shall have the following meanings:

TERM	MEANING
Charged Property	All of the property, assets and rights, and each part of them, over which security is created, or intended to be created, under this Legal Charge.
Default Rate	the highest default rate of interest specified in a Loan Contract.
Delegate	any person appointed by Us or any Receiver pursuant to clause 5.8 and any person appointed as attorney of Us, a Receiver or a Delegate.
Environment	the natural and man-made environment including 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 insofar as they relate to or apply to the Environment.
Environmental Licence	any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property.
Event of Default	any event or circumstance described as an 'event of default' or similar in any Loan Contract and shall include a breach by You of Your obligations and undertakings pursuant to this Legal Charge.
Finance Parties	all present and future Lenders, Us, any Successor Trustee holding the benefit of this Legal Charge at any time and the Platform Provider.
Insurance Policy	each contract or policy of insurance effected or maintained from time to time in respect of the Premises.
Lender	each person who may from time make a Relevant Loan to You under or pursuant to the Service as a registered lender on the Service by making an 'Offer' in respect of a 'Loan Request' (as each such term is defined in the Platform Terms and Conditions) which you accept or who the Platform Provider may otherwise arrange to make a loan available to You under or in satisfaction of any obligations incurred in Your favour under a Loan Contract or who acquires by transfer the interest (or any part of an interest) of any other Lender in any such Relevant Loan under the 'Resale Market' (as defined in the Platform Terms and Conditions).

Liabilities	all of Your obligations and liabilities due, owing or incurred to the Finance Parties arising under or in connection with any Loan Contract and/or this Legal Charge or which otherwise arise under any loan or advance made to You under or pursuant to the Service on the security of this Legal Charge or which otherwise relies on security which includes the Premises at any time whether such obligations and liabilities are actual or contingent, present or future, alone or with any other person and will include with all costs, charges and expenses (on a full indemnity basis) incurred by any of the Finance Parties relating to, protecting or enforcing their respective (and the Lenders') rights howsoever arising in relation to any such obligations and liabilities.
Loan Contract	any loan contract, facility letter, facility agreement or arrangement for the lending of money of any kind entered into by (or made available to) You at any time pursuant to the Service under which any loan or advance is made to You on the security of this Legal Charge or which otherwise relies on security which includes the Premises as the same is amended, substituted, refinanced or replaced from time to time (and the term 'Loan Contract' will refer to all of the same if more than one). For the avoidance of any doubt this will include any such Loan Contract entered into in substitution for, to replace or to refinance liabilities outstanding under an earlier Loan Contract.
LPA	The Law of Property Act 1925.
Platform Provider	Invest and Fund Limited (a company incorporated in England with number 8277803) as the provider of the Service and any successor thereto
Platform Terms and Conditions	the terms and conditions pursuant to which the Service is provided as agreed to by You and each Lender when registered to use the Service (as the same are substituted, replaced or amended from time to time).
Premises	the freehold or leasehold property (whether registered or unregistered) owned by You described in the Schedule and all fixtures and fittings in or about it at any time and all and every interest present or future in it or in the proceeds of sale of it and any other monies paid or payable in respect of or in connection with it (including proceeds of insurance policies) You may charge at law or in equity.
Receiver	a receiver or receiver and manager of any or all of the Charged Property.
Relevant Loan	a loan or advance made available to You under a Loan Contract.
Rent	all amounts payable to or for Your benefit by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Premises and other monies payable to or for Your benefit in respect of occupation or usage of any part of the Premises, including (without limitation) for display of advertisements on licence or otherwise.
Report on Title	any report on title relating to the Premises relied upon by Us.
Security Interest	any present or future mortgage, charge, assignment for the purpose of security, pledge, lien, hypothecation, option, right of set-off, combination or consolidation of accounts, preferential interest, trust, title retention, tracing right, "hold back" or "flawed asset", guarantee, indemnity or other security interest of any type or similar arrangement of any kind or any agreement, conditional or otherwise, to create or grant any of the same.

Security Period	the period starting on the date of this Legal Charge and ending on the date on which We are satisfied that all the Liabilities have been unconditionally and irrevocably paid and discharged in full, that no further Liabilities are capable of being outstanding and You have asked that we release the security created by this Legal Charge.
Successor Trustee	has the meaning given in clause 9.17

SCHEDULE

Details of the Premises

REGISTERED LAND

HM Land Registry Title No.	Address	Freehold / Leasehold
SF606509	12 Station Road, Madeley, Crewe, CW3 9PW	Freehold

UNREGISTERED LAND


Comprised in the following documents of title:-

Address	Date	Document (conveyance, lease, assignment etc)	Parties	Freehold / Leasehold

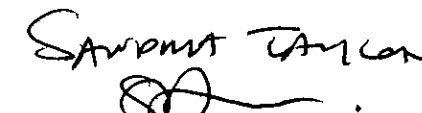
In Witness of which this Legal Charge has been duly executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED (but not delivered until the date hereof) as a **DEED** on behalf of **S&J PROPERTY DEVELOPMENTS1 LIMITED** acting by:-

, a Director of S&J
PROPERTY DEVELOPMENTS1 LIMITED


Signature of **ANNA HARPER**

in the presence of:



Witness's Signature:

Witness's Full Name (Please Print):

SANDRA TAYLOR.

Witness's Address:

133 PRINCE STREET
LONDON W2
1RN

Witness's Occupation:

Receptionist

EXECUTED (but not delivered until the date hereof) as a **DEED** by **I&F SECURITIES LIMITED** as security agent and trustee acting by its director named below:-

Signature of _____, a
director

in the presence of:

Witness's Signature:

Witness's Full Name (Please Print):

Witness's Address:

Witness's Occupation:

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