



Registration of a Charge

Company name: **ASPIRE 108 LONDON STREET LIMITED**

Company number: **11031037**



X8GPJ857

Received for Electronic Filing: **23/10/2019**

Details of Charge

Date of creation: **22/10/2019**

Charge code: **1103 1037 0002**

Persons entitled: **BRIDGECO LIMITED**

Brief description: **ALL THAT FREEHOLD PROPERTY SITUATE AND KNOWN AS 108 LONDON STREET READING RG1 4SJ REGISTERED AT HM LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER BK204460**

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: **SIMON NOONOO**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11031037

Charge code: 1103 1037 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd October 2019 and created by ASPIRE 108 LONDON STREET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2019 .

Given at Companies House, Cardiff on 24th October 2019

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

22nd October

2019

(1) ASPIRE 108 LONDON STREET LIMITED

-and-

(2) BRIDGECO LIMITED

-and-

(3) 108 LONDON STREET DEVELOPMENT LIMITED

THIRD PARTY LEGAL CHARGE

-of-

108 London Street, Reading RG1 4SJ



5 Portman Square

London W1H 6NT

Tel: 02077258000

Fax: 02079355049

DX 9061 West End

Contents

Clause	Page
1 INTERPRETATION	3
2 LEGAL CHARGE	4
3 THE MORTGAGOR'S COVENANTS	5
4 POWERS OF THE LENDER AFTER DEMAND OR IN CASE OF DEFAULT	8
5 ENFORCEMENT OF SECURITY	8
6 EXTENSION OF POWERS	10
7 MONEY ARISING ON ENFORCEMENT OF SECURITY	11
8 CONSOLIDATION	11
9 ENTRY INTO POSSESSION BY THE LENDER OR RECEIVER	11
10 CHATTELS	11
11 INDULGENCE	12
12 MORTGAGOR'S RESPONSIBILITY FOR THE PRINCIPAL DEBTOR'S LIABILITIES	12
13 EFFECTS OF BANKRUPTCY ETC	12
14 LENDER'S DEALINGS WITH MONEY RECEIVED	13
15 EXPENDITURE AND COVENANT TO PAY	13
16 COSTS	13
17 TERMINATION OF CONTINUING NATURE OF SECURITY	14
18 NOTICES	14
19 WARRANTY	15
20 DISPOSITION	15
21 JURISDICTION	15

This Legal Charge is dated

22nd October

2019

Particulars

- (1) **ASPIRE 108 LONDON STREET LIMITED** incorporated and registered in England and Wales with company number 11031037 whose registered office is at 228 Bournemouth Road, Chandler's Ford, Eastleigh, United Kingdom, SO53 3AF (**Mortgagor**).
- (2) **BRIDGECO LIMITED** incorporated and registered in England and Wales with company number 06629989 whose registered office is at 6th Floor, 33 Holborn, London, EC1N 2HT (**Lender**).
- (3) **108 LONDON STREET DEVELOPMENT LIMITED** incorporated and registered in England and Wales with company number 12065501 whose registered office is at Hunters Angle, Seymour Plain, Marlow, England, SL7 3BZ (**Principal Debtor**).

1 INTERPRETATION

1.1 In this Charge where the context admits:

"the Act":	means the Law of Property Act 1925 references to any Act or other statutory provision shall be deemed to include references to any re-enactment or statutory modification thereof for the time being in force
"the Lender":	means Octane Property Finance Limited and includes persons deriving title under the Lender
"the Mortgagor":	means the person or persons specified in paragraph 1 of the Particulars and includes the person or persons deriving title under the Mortgagor and entitled to redeem this security
"the Facility Agreement":	means the facility agreement dated 6 August 2019 between, amongst others, the Chargors, the Guarantors, the Original Lenders and the Security Agent as the same may be amended, supplemented, novated and/or restated from time to time
"the Particulars":	means the particulars preceding this clause
"person":	includes firm company and corporation: the masculine includes the feminine, the singular, the plural, the neuter and vice versa
"the Principal Debtor":	means the person or persons specified in paragraph 3 of the Particulars
"the Property"	means the property or properties described or referred to in the Schedule hereto and includes all

additions thereto

"receiver":

shall include references to a receiver and manager

"the Secured Sums":

means in each case whether any such liability shall be the sole liability of the Principal Debtor or shall be a joint liability of the Principal Debtor with any person:

- all present and future indebtedness of the Principal Debtor to the Lender
- all liabilities in respect of notes or bills discounted or paid or bills accepted for or at the request of the Principal Debtor or other loans credits or advances made to or for the accommodation or at the request of the Principal Debtor
- all other liabilities whatsoever of the Principal Debtor to the Lender present or future actual or contingent (including liabilities as surety or guarantor) and
- all costs charges and expenses owed to or incurred directly or indirectly by the Lender in relation to this security or any other security held by the Lender in connection with advances or other facilities offered to the Principal Debtor or in relation to the exercise of any of the powers conferred by or the enforcement of any such security or in relation to any such indebtedness or liabilities on a full and unlimited indemnity basis together in each case with all interest commission and charges such interest being computed in each case according to the usual mode of the Lender and so that interest shall be payable at the same rate as well after as before any judgment

If the expression "**the Mortgagor**" includes two or more persons then it shall be construed as referring to all those persons and each of them or (if the context so requires) all those persons or any of them and all covenants charges agreements and undertakings contained in this Charge shall be deemed to be joint and several covenants charges agreements and undertakings by all other persons

The headnotes to the clauses of this Charge shall not affect the construction of this Charge

The Mortgagor charges by way of legal mortgage and with full title guarantee ALL THAT the Property as a continuing security to the Lender for the payment or discharge by the Principal Debtor on demand by the Lender of the Secured Sums

3 THE MORTGAGOR'S COVENANTS

THE MORTGAGOR HEREBY COVENANTS with the Lender and it is hereby agreed and declared as follows:

- 3.1 TO observe and perform all restrictive and other covenants and stipulations (if any) for the time being affecting the Property or any part thereof and not without the consent of the Lender enter into any onerous or restrictive obligations affecting any part of the Property
- 3.2 TO pay and discharge all existing and future rates taxes charges assessment impositions and outgoings whatsoever (whether Parliamentary municipal parochial or otherwise) which now are or at any time hereafter may be payable charged or assessed on or in respect of the Property or any part thereof or the owner or occupier thereof
- 3.3 TO keep such parts of the Property as from time to time consist of buildings roads passageways pipes wires cables drains and sanitary and water apparatus and all moveable plant fixtures machinery fittings and equipment and every part thereof in good and substantial repair and condition and when necessary rebuilt and renewed and to permit the Lender and any person authorised by it to enter the Property to view the state and condition thereof at all reasonable times in the day time and forthwith after service by the Lender of notice of any defect or want of repair without delay well and substantially to repair and make good the same
- 3.4 TO insure and keep insured the Property in the joint names of the Mortgagor and the Lender (unless otherwise agreed by the Lender) through the agency of the Lender against such risks and in such office and for such amount as the Lender may direct and pending or in default of any such direction against loss or damage by fire explosion storm tempest and commotion flood lightning and burst pipes aircraft and articles dropped from aircraft and terrorism together with architects surveyors and all other professional fees and demolition charges and against three years' loss of rent with insurers or underwriters of repute to the full reinstatement value thereof for the time being and punctually to pay by means of bankers orders all premiums necessary for effecting and keeping up such insurance and to produce to the Lender (if and whenever required by the Lender so to do) the policy or policies of such insurance and the receipt for every such payment provided that the Lender will accept performance of the obligation to insure imposed by any lease or underlease under which the Property is held as performance or part performance of the like obligation imposed by the foregoing covenant and the Mortgagor shall ensure that such insurance obligation imposed by any such lease or underlease is complied with by the Lessee or Underlessee as the case may be and if the Mortgagor is unable to produce any policy or receipt because the same is in the possession of the lessor of the Property it shall be sufficient compliance with the foregoing covenant to produce such policy or receipt if the Mortgagor adduces to the

Lender evidence satisfactory to the Lender of the subsistence of the policy and of its terms and conditions

- 3.5 TO apply or cause the application of all monies becoming payable under any insurance on the Property (whether or not effected in accordance with the last preceding sub-clause) in making good the loss or damage in respect of which the same become payable or (if the Lender in its absolute discretion so elects and the provisions of any such lease or underlease as aforesaid or the Mortgagor's obligations to any tenant so permit) in or towards discharge of the monies owing on this security
- 3.6 Save for planning permission reference 181218 dated 17 September 2018 (as amended or superseded) NOT without the prior consent in writing of the Lender to change or permit or suffer to be changed the present user of the Property
- 3.7 Save for planning permission reference 181218 dated 17 September 2018 (as amended or superseded) NOT without the prior consent in writing of the Lender to make any application for planning permission in respect of the Property or any part thereof and in the event of planning permission being obtained to produce the same to the Lender within seven days of receipt thereof by the Mortgagor
- 3.8 TO observe perform and comply with and to cause observance performance and compliance with the provisions of all statutes for the time being in force and requirements of any competent authority relating to the Property or anything done thereon by the Mortgagor and in particular (but without prejudice to the generality of the foregoing) the provisions and requirements of the Planning Acts
- 3.9 TO give full particulars to the Lender of any notice order direction proposal for a notice or order or other matter relating to or likely to affect the Property or any part thereof made given or issued to the Mortgagor under or by virtue of the Planning Acts within seven days of receipt thereof by the Mortgagor and (if required by the Lender so to do) to produce the same to the Lender and also without delay to take all reasonable and necessary steps to comply with the same or (if required by the Lender so to do) to join with the Lender at the cost of the Mortgagor in making such representations or appeals as the Lender may deem fit in respect thereof and (without prejudice to the generality of the foregoing) to give to the Lender such information as it shall reasonably require as to all matters relating to the Property and any compensation received by the Mortgagor as a result of any such notice order direction or proposal shall be charged to and paid to the Lender and be applied in reduction of the monies obligations and liabilities
- 3.10 NOT without the prior consent in writing of the Lender to enter into any negotiations with an Authority with regard to or to consent to the acquisition of the Property or any part thereof and if so requested by the Lender to permit the Lender or its servants or agents to conduct such negotiations or to give any such consent on the Mortgagor's behalf and any compensation received by the Mortgagor as a result of any such acquisition shall be charged to and paid to the Lender and be applied in reduction of the monies obligations and liabilities

- 3.11 NOT to exercise the powers of leasing agreeing to lease or accepting surrenders of leases conferred upon the Mortgagor by Sections 99 and 100 of the Law of Property Act 1925 without the prior consent in writing of the Lender or to vary any lease so permitted or existing at the date hereof and not to enter into or permit or suffer any parting with possession of or sharing arrangement in respect of the Property or any part thereof
- 3.12 IN the event of consent being given by the Lender for the grant of any lease of the Property pursuant to the last preceding sub-clause to deliver to the Lender for retention during this security a duly completed and stamped counterpart of such lease
- 3.13 WHERE any lease granted by the Mortgagor or the Mortgagor's predecessors in title either before on or after the date hereof contains a provision for any rent payable to be dependent upon agreement between the parties thereto not to agree to any such rent without the prior consent in writing of the Lender to the amount thereof and where any such lease contains a provision for any rent payable to be dependent upon arbitration or determination by an expert (whether in default of agreement or not) not to appoint or agree to the appointment of any arbitrator or expert without the prior consent in writing of the Lender
- 3.14 NOT to consent to any assignment of a lease or subletting of the whole or any part of the Property without the prior consent in writing of the Lender unless the Mortgagor is precluded by law from refusing such consent
- 3.15 NOT to do or permit or suffer to be done in or upon the Property any waste spoil or destruction and not to make or permit or suffer to be made any alteration or addition whatsoever without the prior consent in writing of the Lender and in the event of the Lender giving any such consent to commence and proceed with the permitted works without delay and to carry out the same in accordance with the provisions and conditions of the consent and to the satisfaction of the Lender
- 3.16 NOT to create any mortgage charge lien or other encumbrance whatsoever upon the Property or any part thereof and not to convey assign or transfer the whole or any part of the Property in such manner that the Property or the part thereof comprised in any such conveyance assignment or transfer remains subject to this security nor permit any person to become entitled to any proposed right or interest or the creation of any overriding interest
- 3.17 TO pay the rent reserved by and observe and perform the lessee's covenants and the conditions contained in any lease or underlease under which the Property is held and to procure the payment of rents reserved by and the observance and performance of the terms covenants stipulations and conditions contained in any such Lease or Underlease and on the part of the tenants and any guarantor thereunder to be paid observed and performed and not to vary the terms of any such lease or underlease without the prior consent in writing of the Lender
- 3.18 TO indemnify and keep indemnified the Lender from and against all actions proceedings damages costs claims and demands occasioned by any breach of any of the covenants on the part of the Mortgagor herein contained

- 3.19 NOT to do or permit or suffer to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value of this security

4 POWERS OF THE LENDER AFTER DEMAND OR IN CASE OF DEFAULT

At any time after default has been made by the Mortgagor in performing or observing any of the obligations of the Mortgagor under Clause 3 of this Charge or after the statutory power of sale shall have become exercisable under Clause 5 of this Charge (otherwise than by virtue of any such default) the Lender may (but shall not be obliged to) do all such works and other things and incur all such expenditure as the Lender shall in its absolute discretion consider necessary or desirable for the due performance of those obligations or for the protection or realisation of this security or its interests under this security and in particular (but without prejudice to the generality of the foregoing) may (but shall not be obliged to)

- 4.1 complete to the satisfaction of the Lender all buildings or works for the time being in course of erection or construction on the Property or any part thereof
- 4.2 rebuild repair or replace in such manner as the Lender thinks fit any buildings or other property for the time being comprised in this security which shall in the opinion of the Lender be in need of rebuilding replacement or repair
- 4.3 insure all or any of the buildings and other property for the time being comprised in this security against such risks and in such amount and in such manner as the Lender thinks fit
- 4.4 effect and keep up such other insurance as the Lender thinks fit

5 ENFORCEMENT OF SECURITY

- 5.1 all money secured by this Deed shall be immediately payable on demand at any time (whether or not demand has been made on the Principal Debtor) and failing payment of any money so demanded this security shall become immediately enforceable and the power of sale conferred upon mortgagees by the Act shall become immediately exercisable without the restrictions contained in the Act with respect to the whole or any part of the Property as to the giving of notice or otherwise and in particular Section 103 of the Act shall not apply to this security. No purchaser from the Lender shall be entitled or required to inquire or shall be affected by notice as to whether demand has or has not been made
- 5.2 at any time after the Lender has demanded payment of any money or the discharge of any obligation or liability hereby secured or if requested by the Mortgagor the Lender may by deed or under hand appoint any person or persons to be a receiver of the Property or any part thereof (where more than one receiver is appointed each receiver shall have power to exercise any power independently of any other joint receiver unless the Lender in the appointment specifies otherwise) A receiver so appointed shall have all the powers contained in the Law of Property Act 1925 without the restrictions contained in Section 103 of that Act and in particular but without limitation any such receiver have the following additional powers namely power to:

- (a) borrow or raise or secure the payment of money (whether or not in priority to the monies hereby secured) in such manner as he shall in his absolute discretion think fit
- (b) obtain all planning permissions building regulation approvals and other permissions consents or licences for the development of the Property or any part thereof as he shall in his absolute discretion think fit
- (c) carry out repairs alterations or additions to the Property or any part thereof as he shall in his absolute discretion think fit
- (d) manage any business carried on at the Property in such manner as he shall in his absolute discretion think fit
- (e) sell convert into money and realise the Property or any part thereof without the restrictions contained in the Law of Property Act 1925
- (f) negotiate for compensation with any Authority which may intend to acquire or be in process of acquiring the Property or any part thereof and make objections to any order for the acquisition of the Property or any part thereof and represent the Mortgagor at any inquiry held to consider such objections or otherwise relevant to such acquisition
- (g) grant any lease or tenancy of the Property or any part thereof for any term and at any or no rent and with or without any fine or premium and generally on such terms as he shall in his absolute discretion think fit and accept the surrender of any lease or tenancy and give an effectual receipt for any fine or premium payable on any such grant or surrender as aforesaid without the restrictions contained in the Law of Property Act 1925
- (h) compromise any claim of or against the Property
- (i) effect indemnity insurance and other like insurance and obtain bonds
- (j) employ for the purposes aforesaid solicitors architects surveyors quantity surveyors estate agents contractors builders and workmen and others and purchase all proper materials as he shall in his absolute discretion think fit
- (k) do any other acts and things:

5.2.k.i.1 that he may consider desirable or necessary for realising any of the Property;

5.2.k.i.2 that he may consider incidental or conducive to any of the rights or powers conferred on a receiver under or by virtue of this deed or law; or

5.2.k.i.3 that he lawfully may or can do as agent for the Borrower.

- 5.3 any such receiver as aforesaid shall so far as the law allows be deemed to be agent of the Mortgagor for all purposes and the Mortgagor shall be solely responsible for his acts defaults and remuneration and the Lender shall not be under any liability for his remuneration or otherwise
- 5.4 the Mortgagor hereby irrevocably appoints the Lender and their substitutes and separately any such receiver as aforesaid severally to be the attorney of the Mortgagor for the Mortgagor in the name and on behalf and as the act and deed of the Mortgagor to execute seal and deliver and otherwise perfect and to do all such assurances instruments deeds acts matters and things as the Lender or such receiver shall in their or his absolute discretion think fit for the full exercise of all or any of the powers confirmed by this clause to which may be deemed expedient by the Lender or such receiver or in connection with any sale lease or other disposition realisation or getting in by the Lender or any such receiver The Mortgagor covenants with the Lender and separately with any such receiver to ratify and confirm any deed assurance agreement document act and thing and all transactions entered into by such attorney or by the borrower at the instance of such attorney in the exercise or purported exercise of the powers conferred by this Deed aforesaid
- 5.5 The Power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Charge
- 5.6 the Lender may (subject to the provisions of Section 45 Insolvency Act 1986) remove a receiver so appointed and appoint another or others in the receivers place as to the whole or part of the Property
- 5.7 any receiver appointed hereunder shall so far as the law allows be deemed to be the agent of the Mortgagor who alone shall be liable for his acts or defaults and remuneration
- 5.8 at any time after this security has become enforceable and notwithstanding the appointment of any receiver under it the Lender may at its discretion and without being liable for any loss or damage which may arise in that connection and without any consent by the Mortgagor exercise any power which a receiver appointed by it could exercise

6 EXTENSION OF POWERS

By way of extension of the powers conferred on a mortgagee of land while in possession by Sections 99 and 100 of the Law of Property Act 1925, to grant or vary or reduce any sum payable under or accept surrender of leases of the Property or any part or parts of it or to agree to do so without restriction and on such terms as the Lender shall think fit without going into possession of the Property and in exercising such powers (whether with or without going into possession) may grant any lease or tenancy of the Property or any part thereof for any term and at any or no rents and with or without any fine or premium and generally on such terms as it shall in its absolute discretion think fit and give an effectual receipt for any fine or premium payable on any such grant as aforesaid

without the need to observe any of the provisions of Sections 99 and 100 Law of Property Act 1925

7 MONEY ARISING ON ENFORCEMENT OF SECURITY

All monies arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this Charge shall be applied in the following order of priority

- 7.1 In payment or satisfaction of the costs expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver
- 7.2 In payment of the Secured Sums
- 7.3 As to the surplus (if any) to the person or persons entitled thereto

8 CONSOLIDATION

Section 93 of the Act shall not apply to this security and except upon such terms as the Lender may impose the Mortgagor may not

- 8.1 redeem this security without at the same time redeeming every or any existing or future mortgage or other security of whatever nature for the time being held by the Lender on other property wherever situate now or hereafter belonging to the Mortgagor or
- 8.2 redeem any such mortgage or other security of whatever nature without at the same time redeeming this security

9 ENTRY INTO POSSESSION BY THE LENDER OR RECEIVER

- 9.1 Entry into possession of the Property or any part thereof shall not render the Lender or any receiver appointed by the Lender liable to account as mortgagee in possession or for anything except actual receipts or liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable
- 9.2 If and so often as the Lender shall enter into possession of any property for the time being comprised in this security it shall be entitled at any time at its pleasure to go out of such possession

10 CHATTELS

- 10.1 On or after taking possession of the Property the Lender may as agent of the Mortgagor and at his expense remove store sell or otherwise deal with any fixtures fittings plant machinery and other effects of the Mortgagor which he shall have refused or failed to remove from the Property within 7 days after such entry into possession and in the event of sale shall pay the net proceeds (after deduction of expenses but without interest) to the Mortgagor on demand

- 10.2 The provisions of the last preceding sub-clause shall not operate to confer on the Lender any right in equity to any fixtures fittings plant machinery and other effects of the Mortgagor or any charge or security thereon or otherwise so as to constitute this security a bill of sale

11 INDULGENCE

This security shall not be affected or prejudiced by the Lender holding or taking any other or further securities or guarantees or by its varying releasing exchanging enforcing or omitting or neglecting to enforce any such securities or guarantees or by varying renewing or determining any credit in each case either to the Principal Debtor or to the Mortgagor or both or by renewing bills of exchange promissory notes or other negotiable instruments or giving time for payment or granting any other indulgence to or making any other arrangement with or accepting any composition in each case either from the Principal Debtor or the Mortgagor or both or any person or persons liable on any bills of exchange promissory notes or other negotiable instruments or securities or guarantees held or to be held by the Lender or by any other act or thing which (apart from this provision) would or might afford an equitable defence to a surety

12 MORTGAGOR'S RESPONSIBILITY FOR THE PRINCIPAL DEBTOR'S LIABILITIES

As a separate and independent stipulation the Mortgagor agrees that any indebtedness or liability incurred or purported to be incurred by the Principal Debtor which may not be recoverable from the Principal Debtor by reason of any legal limitation disability or incapacity on or of the Principal Debtor or any other fact or circumstance and whether known to the Lender or the Mortgagor or not shall nevertheless be recoverable in relation to this security which in any such case is to stand as security to the Lender for such indebtedness or liability as though it had been incurred by the Mortgagor and the Mortgagor were the sole or principal debtor in respect of it

13 EFFECTS OF BANKRUPTCY ETC

- 13.1 If the Principal Debtor shall become bankrupt or shall have a receiving order made against him or shall make an offer of composition or arrangement with his creditors or (being a company) go into liquidation the Lender may prove for the whole of the money owing by the Principal Debtor in the same manner as if this security had not been created and may agree to receive any composition in respect of it and receive and retain the whole of the dividends composition or other payments in respect of it and apply the same in or towards satisfaction of any money due from the Principal Debtor
- 13.2 The Mortgagor shall not claim to have the benefit of any such proof dividends composition or other payments in reduction of the amounts receivable by virtue of this security or the benefit of any other security which the Lender may now or subsequently hold until the Lender shall have received the full amount then due to the Lender and the Lender may enforce such security notwithstanding any such proof dividends composition or other payments as stated above and notwithstanding any such security

- 13.3 Any settlement or discharge between the Lender and the Mortgagor shall be subject to the condition that no security or payment to the Lender by the Principal Debtor or any other person shall be voided or reduced by virtue of any provisions or enactments relating to bankruptcy liquidation or insolvency for the time being in force and if any such security or payment shall be so voided or reduced the Lender shall be entitled to recover the value or amount of it from the Mortgagor subsequently just as if such settlement or discharge had not occurred

14 LENDER'S DEALINGS WITH MONEY RECEIVED

The Lender may at any time place and keep for such time as the Lender may think prudent any money received recovered or realised by virtue of this security or under any other guarantee or security to the credit either of the Mortgagor or such other person or transaction (if any) as it shall think fit without any intermediate obligation on its part to apply it or any part of it in or towards the discharge of the money as stated above or any intermediate right on the part of the Mortgagor to sue the Principal Debtor or prove in the bankruptcy liquidation or insolvency of the Principal Debtor in competition with or so as to diminish any dividend or other advantage that would or might come to the Lender or to treat the liability of the Principal Debtor as diminished

15 EXPENDITURE AND COVENANT TO PAY

- 15.1 ALL expenditure properly incurred by the Lender for the protection of the security hereby created and all other monies properly paid by the Lender in respect of such expenditure or otherwise together with interest thereon shall be charged on the Property provided that the charge hereinbefore conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Lender may or but for the said charge would have for the monies hereby secured or any part thereof
- 15.2 THE Principal Debtor covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Principal Debtor at the Interest Rate, as specified in the Facility Letter from the Lender to the Principal, such interest to be payable in the same manner as interest on the Principal.

16 COSTS

COSTS included without prejudice to the generality of the above provisions of clause 13 the Mortgagor's liability under clause 13 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 insofar as they are not so allowable) those incurred in relation to or arising out of:

- 16.1 the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this Charge;
- 16.2 the contemplation and institution of all proceedings and other action (whether against the Principal Debtor or the Mortgagor or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this Charge;
- 16.3 the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender;
- 16.4 any default by the Principal Debtor or the Mortgagor in compliance with the obligations imposed by the terms of this security or associated with it;
- 16.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Mortgagor or Principal Debtor or by a third party) or of the title of the Mortgagor; and
- 16.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security.

17 TERMINATION OF CONTINUING NATURE OF SECURITY

- 17.1 The continuing nature of this security may be terminated so far as liabilities of the Principal Debtor are concerned by not less than 6 months notice in writing of such termination by the Mortgagor to the Lender and the amount secured by this Charge in respect of such liabilities shall be fixed at the date of expiration of such notice except as regards accrued but contingent or unascertained liabilities and costs charges expenses and interest
- 17.2 Upon the Lender receiving notice of the death or mental incapacity of the Mortgagor it shall be treated as having received such notice as is provided for in Clause 17(1) above to terminate the continuing nature of this security 6 months after the date on which the Lender received such notice

18 NOTICES

- 18.1 Any demand notice or other communication by the Lender may be delivered personally to the Mortgagor or sent to the Mortgagor by ordinary first class pre-paid post or fax to the Property or such other address in England and Wales notified in writing to the Lender. Any such notice demand or other communication shall be deemed to have been received by the Mortgagor 24 hours after posting (where sent by first class prepaid post) immediately on such delivery (where delivered personally) and immediately on sending (where sent by fax) whether or not it is actually received
- 18.2 The Mortgagor hereby agrees to accept service of legal proceedings by pre-paid first class post addressed to the Mortgagor at the Property, and confirms that such service will be deemed good service pursuant to the Part 6.15 of the CPR. The Mortgagor may serve written notice on the Lender stating an alternative address in England and Wales at which service of legal proceedings will be deemed good service. Such notice is to be in writing and served by recorded delivery post.

- 18.3 Any notice from the Mortgagor to the Lender shall be served by first class prepaid recorded delivery post or by telex sent to the Lender at its address set out above or such other address notified to the Mortgagor

19 WARRANTY

The Mortgagor represents and warrants to the Lender that the execution of this Charge and the observance and performance of his obligations under this Charge does not contravene any charge mortgage lease loan facility or other agreement

20 DISPOSITION

The Mortgagor and Lender apply to the registrar to enter the following restriction and note on the registers of the Property:

- 20.1 No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Bridgeco Limited referred to in the charges register; and
- 20.2 This Charge secures further advances and the Lender is under an obligation to make further advances.

21 JURISDICTION

It is hereby agreed by the parties hereto that this Charge shall be construed in accordance with English Law and subject in every respect to the jurisdiction of the English Courts.

22 AGENT FOR SERVICE

- 22.1 The Mortgagor irrevocably appoints [] of [] as its agent to receive on its behalf in England or Wales service of any proceedings under Clause 21.
- 22.2 Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Mortgagor) and shall be valid until such time as the Lender has received prior written notice from the Mortgagor that such agent has ceased to act as agent.
- 22.3 If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Mortgagor shall forthwith appoint a substitute acceptable to the Lender and deliver to the Lender the new agent's name and address within England and Wales.

IN WITNESS whereof this document has been executed as a Deed the day and year first before written

THE SCHEDULE before referred to

ALL THAT freehold property situate and known as 108 London Street, Reading RG1 4SJ
registered at HM Land Registry with Title Absolute under Title Number BK204460

Mortgagor

Signed as a Deed by ASPIRE 108 LONDON STREET LIMITED acting by a director in the presence of:

Director:



Witness Signature:



Witness Name:

JENNIFER ISABELLE SOLE

Witness Address:

Witness Occupation:

Curzon Green Solicitors
114-116 Oxford Road
High Wycombe
Buckinghamshire
HP11 2DN

Lender

Signed (but not delivered until the date inserted herein) as a Deed on behalf of BRIDGECO LIMITED acting by a director in the presence of:

DX 4408 HIGH WYCOMBE
Tel: 01494 451355
Fax: 01494 532433
www.curzongreen.co.uk

Witness Signature:

Director:

Witness Name:


Witness Address:

Witness occupation:

Principal Debtor

Signed as a Deed by 108 LONDON STREET DEVELOPMENT LIMITED acting by a director in the presence of:

Director:



Witness Signature:



Witness Name:

JENNIFER ISABELLE SOLE

Witness Address:

Witness Occupation:

Curzon Green Solicitors
114-116 Oxford Road
High Wycombe
Buckinghamshire
HP11 2DN

DX 4408 HIGH WYCOMBE
Tel: 01494 451355
Fax: 01494 532433
www.curzongreen.co.uk

