



Registration of a Charge

LLP name: **58 ACACIA ROAD RESIDENTIAL DEVELOPMENTS LLP**

LLP number: **OC318156**



X5FVCGMR

Received for Electronic Filing: **19/09/2016**

Details of Charge

Date of creation: **15/09/2016**

Charge code: **OC31 8156 0004**

Persons entitled: **BANQUE INTERNATIONALE À LUXEMBOURG**

Brief description: **FREEHOLD 58 ACACIA ROAD, LONDON NW8 6AG REGISTERED UNDER
TITLE NUMBER NGL825258.**

Contains fixed charge(s).

Contains floating 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: **HOWARD KENNEDY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC318156

Charge code: OC31 8156 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th September 2016 and created by 58 ACACIA ROAD RESIDENTIAL DEVELOPMENTS LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 19th September 2016 .

Given at Companies House, Cardiff on 20th September 2016

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 15 SEPTEMBER 2016

58 ACACIA ROAD RESIDENTIAL DEVELOPMENT LLP

- and -

BANQUE INTERNATIONALE À LUXEMBOURG

LEGAL CHARGE



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Ref: 21012726 1
Date: 06 September 2016

THIS LEGAL CHARGE made the **15** day of **SEPTEMBER** 2016

BETWEEN:-

- (1) **BANQUE INTERNATIONALE À LUXEMBOURG**, a limited company (*société anonyme*), having its registered office at 69, route d'Esch L-2953 Luxembourg, registered in the Luxembourg Register of Commerce and Companies under number B-6307, duly represented by Patrick Casters and by Guy Huss (the "**Bank**"); and
- (2) **58 ACACIA ROAD RESIDENTIAL DEVELOPMENT LLP** a limited liability partnership (registered in England and Wales under company number OC318156) having its registered office 16 Finchley Road, London, NW8 6EB (the "**Chargor**").

WITNESSES as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Words and expressions defined in the Facility Agreement shall have the same meaning in this Legal Charge, unless they are expressly defined in it and, in addition, in this Legal Charge:

"**Assets**" includes properties, revenues and rights of every description;

"**Dangerous Substance**" means any substance of whatever kind and form and in whatever combination which is capable of causing harm to any life form or the environment;

"**Environmental Law**" means all laws, regulations, directives, statutes and any guidance, circular or regulations issued thereunder, subordinate legislation, common law, equity, all other international, national and local laws and all judgments, orders, instructions or awards of any court or competent authority concerning the protection of or compensation for damage to human health, the environment, or the condition, of any work place or the generation, dealing with, or disposal of any Dangerous Substance;

"**Environmental Licence**" means any consent, approval, authorisation, exemption, licence, order, permission, condition, recording, registration, variation, modification or transfer required by any Environmental Law;

"**Event of Default**" has the same meaning as defined in the Facility Agreement;

"**Facility Agreement**" means the credit agreement dated on or around the date of this Legal Charge between the Bank and the Chargor or such other Facility Agreements as may replace, supplement or amend that Facility Agreement from time to time;

"**IA 1986**" means the Insolvency Act 1986;

"**LPA 1925**" means the Law of Property Act 1925;

"**Occupational Lease**" means any licence, lease or other right of occupation specified in Schedule 2 or any other occupational lease or licence or other right of occupation to which the Property may be subject from time to time;

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991, and any subordinate legislation made (before or after this Legal Charge) under those statutes and any other statute governing or controlling the use or development of land and property;

"Property" means the property described in Schedule 1 and all fixtures, buildings, and erections whatsoever now or at any time hereafter thereon or affixed or attached thereto and includes all and every interest therein or in the proceeds of sale thereof which the Chargor may mortgage or charge at law or in equity;

"Receiver" includes a receiver and/or manager;

"Relative" means any spouse, civil partner and any person (whether or not of the opposite sex) whose relationship with an individual has the characteristics of the relationship between husband and wife or parent, brother, sister, child, grandparent or grandchild;

"Rent Account" means any account (whether in the Chargor's name or otherwise) in to which any tenant, licensee or occupier under any Occupational Lease pays Rental Income;

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of the Chargor in connection with any Occupational Lease, including each of the following:

- (a) rent (and any amount equivalent to it) payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any increase of rent payable by virtue of any offer falling within the proviso of Section 3(1) Landlord and Tenant Act 1927;
- (c) any rent payable by virtue of a determination made by the Court under Section 24(A) Landlord and Tenant Act 1954;
- (d) any increase of rent payable by virtue of an agreement or determination in terms of the rent review provisions of an Occupational Lease;
- (e) any sum received from any deposit held as security for performance of any tenant's obligations;
- (f) a sum equal to any apportionment of rent allowed in favour of the Chargor under any contract for the purchase of the Property;
- (g) any other monies payable in respect of occupation and/or usage of the Property and every fixture and fitting in it and any and every fixture on it for display or advertisement, on licence or otherwise;
- (h) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (i) any damages, compensation, settlement or expenses for or representing loss of rent or interest on them awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid in furtherance of such proceedings so taken or claim so made (which have not been reimbursed to, and are not recoverable by, the Chargor);

- (j) any moneys payable under any policy of insurance in respect of loss of rent or interest on it;
- (k) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement;
- (l) any sum payable by any guarantor of any tenant under any Occupational Lease; and
- (m) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same;

"Secured Liabilities" means all and any of the moneys obligations and liabilities covenanted to be paid and discharged by the Chargor or otherwise hereby secured or intended to be hereby secured;

"Security Assets" means all assets of the Chargor the subject of any security created by this Legal Charge;

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security or a priority in right of payment;

"Service Charge Account" means any account (whether in the Chargor's name or otherwise) in to which any tenant or occupier under any Occupational Lease pays Service Charges;

"Service Charges" means such amount of Rental Income as constitutes:

- (a) any amount due to the Chargor from any Occupational Tenant by way of contribution to insurance premiums, the cost of an insurance valuation or by way of service charge in respect of costs incurred or to be incurred by the Chargor under any repairing or similar obligation, or in providing services to the tenant of the building;
- (b) any contribution to a sinking fund paid by any tenant or other occupier; or
- (c) any VAT or similar taxes payable on any of the items listed in paragraphs (a) and (b) above and paragraphs (a)-(l) of the definition of Rental Income;

"VAT" means Value Added Tax at the standard or other appropriate rate as provided for in the Value Added Tax Act 1994.

1.2 In this Legal Charge, unless the contrary intention appears, a reference to:

- (a) a provision of a law is a reference to that provision as amended or re-enacted;
- (b) a Clause or a Schedule is a reference to a Clause of or a Schedule to this Legal Charge;
- (c) a person includes its permitted successors and assigns under this Legal Charge;
- (d) this Legal Charge or any security document in favour of the Bank is a reference to that document as amended, varied, restated, novated or supplemented from time to time;

- (e) an obligation of the Chargor to do something shall include an obligation to procure that it is done and an obligation not to do something shall include an obligation not to permit, suffer or allow it;
 - (f) words denoting the singular include the plural and vice versa;
 - (g) words importing one gender (including the neutral gender) include other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and other entities and vice versa;
 - (h) any assets includes present and future assets and all or any part of such assets; and a reference to a Security Asset includes the proceeds of sale of that Security Asset; and
 - (i) "includes", "including" and "in particular" shall not limit general words and expressions in connection with which they are used.
- 1.3 The Clause headings in this Legal Charge are for convenience only and are to be ignored in construing this Legal Charge.
- 1.4 If at any time any one or more of the provisions of this Legal Charge is or becomes invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Legal Charge shall not in any way be affected or impaired.
- 1.5 Any right, power or remedy which may be exercised or any request or determination which may be made hereunder by the Bank or any Receiver may be exercised or made in the Bank's or any Receiver's absolute discretion.
- 1.6 This Legal Charge shall be enforceable notwithstanding any change in the constitution of the Bank or its absorption in or amalgamation with or the acquisition of all or part of its undertaking by any other person.
- 1.7 The parties to this Legal Charge intend it to take effect as a deed, notwithstanding that the Bank may have executed it under hand only.
- 1.8 No delay or omission on the part of the Bank in exercising any of its rights, powers or privileges under this Legal Charge shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 1.9 A person who is not a party to this Legal Charge (other than a Receiver appointed hereunder) has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Legal Charge.
- 1.10 This Legal Charge will be binding upon and inure to the benefit of each party hereto and their successors and permitted transferees and assigns.
- 1.11 The terms of the documents under which the Secured Liabilities arise and of any side letters between the Bank and the Chargor are incorporated in this Legal Charge to the extent required to ensure that any purported disposition of the Security Assets contained in this Legal Charge is a valid disposition in accordance with Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989.
- 1.12 Each Security Interest created under this Legal Charge is made by the Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 1.13 Where more than one person is included in the definition of the "Chargor" their obligations under this Legal Charge shall be joint and several.
2. COVENANT TO PAY

- 2.1 The Chargor hereby covenants that it will on demand when the same are due pay to the Bank all moneys and discharge all obligations and liabilities, whether actual or contingent, now or hereafter due, owing or incurred or to be incurred to the Bank by the Chargor, in whatever currency denominated, whether on any current or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety and whether or not the Bank shall have been a party to the original transaction), including all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for, or at the request of, the Chargor, together with interest to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Bank in relation to the Chargor or the Security Assets on a full indemnity basis.
- 2.2 A certificate by the Bank as to the amount of the Secured Liabilities shall (save for manifest error) be conclusive and binding on the Chargor.
- 2.3 All payments to the Bank in respect of the Secured Liabilities shall be in immediately available funds in the currency in which they were incurred and shall be made without set-off or counterclaim or any deduction or withholding whatsoever. If at any time any applicable law requires the Chargor to make any such deduction or withholding from any such payment the sum due from the Chargor in respect of such payment shall be increased to the extent necessary to ensure that after the making of such deduction or withholding the Bank receives a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made.

3. INTEREST

If the Chargor shall fail to pay any amount under this Legal Charge when it is due then such amount shall bear interest (after as well as before judgement and payable on demand) at the rate specified in the Facility Agreement.

4. CHARGE AND ASSIGNMENT

- 4.1 As a continuing security for the payment and discharge of the Secured Liabilities the Chargor hereby charges to the Bank:-
- (a) by way of legal mortgage and by way of fixed charge, the Property;
 - (b) by way of fixed charge, all of its rights in respect of all moneys standing to the credit of any Rent Account or Service Charge Account and the debts represented by them;
 - (c) by way of fixed charge, (to the extent they are not subject to an effective assignment under Clause 4.2) all its rights under any Occupational Lease;
 - (d) by way of fixed charge, the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with any Security Asset or the use of any Security Asset specified in any other sub-clause in this Clause 4.1 and the right to recover and receive all compensation which may be payable to the Chargor in respect of them;
 - (e) by way of fixed charge, the goodwill of any business carried on at the Property by or on behalf of the Chargor;
 - (f) by way of floating charge, all moveable plant, machinery, equipment, implements, utensils, building materials, furniture and other items belonging to the Chargor placed on or used in or about the Property.

- 4.2 As a continuing security for the payment and discharge of the Secured Liabilities the Chargor hereby assigns absolutely to the Bank:-
- (a) the benefit of all insurance policies in respect of the Property or any asset specified at Clause 4.1 effected by or for the benefit of the Chargor (including return of premiums);
 - (b) all Rental Income;
 - (c) all Service Charges;
 - (d) any guarantee of Rental Income and/or Service Charges contained in or relating to any Occupational Lease.
- 4.3 The Chargor shall not deal with the Rental Income and/or Service Charges otherwise than by collecting them in the ordinary course of its business and using them in payment of costs relating to the Property and shall not sell, assign, factor or discount the Rental Income and/or Service Charges or release, exchange, compound, grant time or indulgence in respect thereof.
- 4.4 If the Bank is satisfied (acting reasonably) that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Bank is under no further commitment obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to the Chargor, the Bank will, at the request and reasonable cost of the Chargor, promptly release the Security Assets irrevocably and unconditionally from the Security Interests constituted by this Legal Charge and return all deeds and documents of title delivered to the Bank under this Legal Charge and execute and deliver, at the reasonable cost of the Chargor, such further deeds and documents as the Chargor may reasonably require to give effect to such release.

5. PROPERTY AND ENVIRONMENTAL COVENANTS

5.1 The Chargor shall:-

- (a) keep all buildings and other erections, and all roads, passageways, pipes, cables, drains, sanitary and water apparatus and all plant, fixtures and fittings and every part thereof in or upon the Property in good and substantial repair and in good working order and condition and permit the Bank to enter and inspect the same at all reasonable times and not to pull down, remove, sell or otherwise dispose of any of the same without the prior written consent of the bank, except in the ordinary course of use, repair, maintenance or improvement, and if the Chargor is in default in complying with this covenant the Bank may (but shall not be obliged to) maintain and repair the same and may enter the Chargor's premises for that purpose;
- (b) comply with all restrictive and other covenants and stipulations from time to time affecting the Property;
- (c) not without the Bank's prior written consent enter into any onerous or restrictive obligations affecting the Property;
- (d) not use or permit the use of the Property for any use not first approved in writing by the Bank (acting reasonably) other than the existing (commercial) use;
- (e) not (without the Bank's prior written consent, such consent not to be unreasonably withheld or delayed) make any structural or material alteration to the Property or do or permit to be done on the Property any development (within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required);

- (b) ensure that no Dangerous Substance has been used, disposed of or otherwise dealt with at, on, from or under any premises while within the Chargor's ownership, occupation or control in circumstances which could result in a liability on the Chargor or the Bank or any Receiver; and
- (c) notify the Bank promptly upon receipt of any written communication of whatsoever nature, whether specific or general, served on the Chargor concerning any alleged breach of any Environmental Law or non-compliance with any Environmental Licence, which, if substantiated, could have a material adverse effect upon the Chargor's financial position or upon its ability to perform its obligations under this Legal Charge.

6. INSURANCE

The Chargor shall:-

- 6.1 throughout the duration of the Credit Agreement, insure the Property with CBC UK Insurance or such other reputable insurance company and for its full replacement value against such risks as is usual for the type of the Property and shall provide evidence of such insurance coverage being made to the Bank every year, within 5 Business Days of the latter's first written demand by producing a statement issued by the insurer. The Chargor shall not cancel or change or agree to cancel or change all or any of the terms of the insurance without the prior written consent of the Bank, such consent in the case of any such change or such agreement to change not to be unreasonably withheld or delayed;
- 6.2 at its own expense keep insured with insurers previously approved by the Bank all other Security Assets of an insurable nature against such risks as is usual for Security Assets of their type to their full reinstatement value in the name of the Chargor with the interest of the Bank noted on the policy and with the policy containing a loss payee clause in favour of the Bank;
- 6.3 not do or permit anything which may prejudicially affect any insurances in any material respect or materially increase the premium payable thereunder;
- 6.4 duly pay all premiums and other moneys necessary for effecting and maintaining such insurances and on 5 Business Days' written demand produce to the Bank the relevant policies and evidence of such payments, failing which the Bank may take out or renew such insurances in any sum which the Bank may think expedient;
- 6.5 following an Event of Default which is continuing, hold all moneys to be received under any insurance of the Security Assets in an amount greater than £50,000 on trust for the Bank and, at the Bank's option, apply the same in replacing or restoring the Security Assets destroyed, damaged or lost or in reduction of the Secured Liabilities, except in the case of leases of premises or equipment where compliance with the terms of the lease relating to insurance of such premises or equipment shall be deemed to be compliance with this covenant.

7. GENERAL COVENANTS

The Chargor shall:-

- 7.1 comply and procure compliance with all laws relating to its business and the Security Assets;
- 7.2 obtain and maintain all governmental and other approvals and consents and do or cause to be done all other acts and things necessary in connection herewith or for the performance of its obligations hereunder;

- 7.3 punctually pay all rent, rates, taxes, and other outgoings and sums whatsoever payable by the Chargor in respect of the Security Assets;
- 7.4 upon the Bank's request (acting reasonably), grant the Bank or its lawyers all facilities within the Chargor's powers to enable the Bank or its lawyers to carry out such investigations of title to, and enquiries into, any Security Asset as would be carried out by a prudent mortgagee; and
- 7.5 promptly after, and not later than 5 Business Days of, written demand given to the Bank or its agents such information as it or they shall reasonably require relating to the Security Assets;

8. MAINTENANCE OF SECURITY

- 8.1 The Chargor shall not without the prior written consent of the Bank (such consent not to be unreasonably withheld or delayed):-
- (a) part with or share possession, transfer, sell, lease, license or otherwise dispose of all or any part of or interest in the Security Assets or attempt or agree so to do provided that this Clause 8.1 does not apply to:
- 8.1.1.1 any parting or sharing of possession, transfer, sale, lease, licence or other disposal made in the ordinary course of business of any assets belonging to the Chargor which are subject to the floating charge created pursuant to Clause 4.1(f) of this Legal Charge; or
- 8.1.1.2 any parting or sharing of possession, transfer, sale, lease, licence or other disposal made in accordance with the Facility Agreement and/or this Legal Charge; or
- 8.1.1.3 the grant of Occupational Licences of any of the office suites comprised in the Property at market rent for a term of no more than 12 months
- (b) do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Bank of the security hereby created;
- (c) save for the Security Interests granted by this Legal Charge and any liens arising by operation of law, create, purport to create or permit to subsist any Security Interest over the Security Assets or any interest therein;
- (d) promptly upon the Bank's request (acting reasonably), provide further or other fixed or floating Security Interests over the Security Assets in such form and containing such terms and conditions as the Bank may reasonably request.
- 8.2 Following an Event of Default which is continuing, the Chargor shall promptly give notice to each Occupational Tenant substantially in the form of Schedule 3 and shall use its reasonable endeavours to procure that the Occupational Tenant acknowledges that notice.
- ## 9. DEPOSIT OF DOCUMENTS

The Chargor shall deposit with the Bank:-

- 9.1 all deeds and documents of title relating to the Security Assets (and the insurance policies relating thereto); and

9.2 all such other documents relating to the Security Assets as the Bank may from time to time reasonably require.

10. SECURITY PROVISIONS

10.1 This Legal Charge shall be:-

(a) a continuing security and shall not be satisfied by, any intermediate payment or satisfaction of any part of the Secured Liabilities or by any settlement of account or other matter whatsoever (whether between the Chargor and the Bank or any other person);

(b) in addition to, and not merge in, prejudice or affect any other security (whether given by the Chargor or any other person) now or hereafter held by the Bank in respect of the Secured Liabilities and shall not be prejudiced or affected thereby or by the invalidity thereof, or by the Bank exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which the Bank may now or hereafter have or by the Bank giving time or indulgence to, or compounding with, any person liable.

10.2 No failure or delay by the Bank or any Receiver in exercising any right, power or remedy shall operate as a waiver thereof; nor shall any single or partial exercise or waiver of any right, power or remedy preclude its further exercise or the exercise of any other right, power or remedy; nor shall any required consent given by the Bank or any Receiver preclude the Bank or any Receiver revoking such consent or giving or withholding any other or subsequently required consent.

10.3 All the rights, powers and remedies conferred on the Bank and any Receiver hereunder shall be cumulative and in addition to, and not a limitation of, every other right, power or remedy conferred on the Bank and any Receiver by this Legal Charge or by law; and each right, power or remedy may be exercised from time to time and as often and in such order as the Bank or any Receiver may determine and without prior recourse to any other security or person.

10.4 Section 93 LPA 1925 shall not apply to the security constituted hereby.

10.5 If the Bank receives notice of any subsequent Security Interest affecting the Security Assets, the Bank may open a new account for the Chargor. If the Bank does not open a new account then, unless the Bank gives express written notice to the contrary, it shall be deemed to have done so at the time when it received such notice and, as from that time, all payments made by, or on behalf of, the Chargor to the Bank shall be credited, or be treated as having been credited, to the new account and shall not operate to reduce the amount due from the Chargor to the Bank at the time when the Bank received such notice.

10.6 The Chargor hereby agrees that the Bank may at any time upon an Event of Default having occurred and which is continuing without notice (both before and after demand) notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any accounts in the Chargor's name or to which the Chargor is beneficially entitled (including accounts in the name of the Bank or of the Chargor jointly with others, whether in partnership or otherwise) whether current, deposit, loan or of any other nature whatsoever and whether subject to notice or not and whether in Sterling or in any other currency and set-off or transfer any sum standing to the credit of any one or more such accounts wheresoever situate in or towards satisfaction of the Secured Liabilities (whether or not the same may then be due and payable). Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate at which the Bank is able to purchase on or about the date of actual receipt by the Bank the currency for which the Chargor is liable with the existing currency.

11. ENFORCEMENT

Section 103 LPA 1925 shall not apply to the security constituted by this Legal Charge which shall become immediately enforceable upon demand for payment or discharge of the Secured Liabilities after an Event of Default has occurred which is continuing and at any time thereafter the Bank shall be entitled without further notice or demand to exercise the power of sale and other powers conferred by Section 101 LPA 1925 and all other rights, powers and remedies conferred on the Bank, at law or otherwise, as hereby extended and varied and all or any powers conferred on a Receiver by Clause 12, whether or not a Receiver has been appointed.

12. RECEIVER

- 12.1 At any time after the security created hereby shall have become enforceable or if a petition is presented to the court applying for an administration order in relation to the Chargor, or if requested by the Chargor, the Bank may appoint any person(s) to be a Receiver of the Security Assets or any part thereof. The validity of any demand for payment or discharge of the Secured Liabilities shall not be a condition precedent to the appointment of any Receiver.
- 12.2 The Bank may, so far as permitted by law, from time to time remove any Receiver and/or appoint another in place of a Receiver already appointed.
- 12.3 If two or more persons are appointed Receiver, they may exercise their rights, powers and discretions jointly and/or severally, as the Bank may declare in their instrument of appointment.
- 12.4 Any Receiver shall be entitled to such remuneration as may from time to time be agreed between the Receiver and the Bank, and such remuneration shall not be limited to the maximum rate specified in Section 109(6) LPA 1925.
- 12.5 The Receiver shall be the Chargor's agent, and the Chargor's shall be solely responsible for the Receiver's acts, defaults and remuneration and on any contracts made by the Receiver.
- 12.6 The Receiver shall, in relation to the Security Assets (and any assets of the Chargor which, when got in, would be Security Assets) in respect of which the Receiver was appointed, have all the rights, powers, remedies, discretions and benefit of exemption from statutory provisions conferred on the Bank hereby and all powers conferred on a receiver by LPA 1925 and on an administrative receiver by IA 1986 (whether or not such Receiver is an administrative receiver) and, in addition, power on behalf, and at the cost of the Chargor's (notwithstanding any liquidation of the Chargor), to:-
- (a) take possession of collect and get in the Security Assets and all Rental Income, Service Charges and other moneys receivable in respect thereof, whether accrued before or after the date of the Receiver's appointment;
 - (b) grant options and licences in respect of the Property;
 - (c) sever and sell any fixtures or fittings;
 - (d) redeem prior Security Interests;
 - (e) acquire any superior or inferior interest in the Security Assets;
 - (f) maintain, renew, take out or increase insurances relating to the Security Assets;
 - (g) deal with, manage, develop, reconstruct, repair, renew or improve the Security Assets;

- (h) without being subject to the restrictions contained in Sections 99 and 100 LPA 1925, let the Property for any term and at any rent (with or without a premium) and accept a surrender of any lease or tenancy of any Security Asset on any terms (including the payment of money to a lessee or tenant on a surrender);
- (i) commence and/or complete any building operations on the Property and incorporate in any building any unfixed materials;
- (j) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence relating to the Security Assets;
- (k) exercise, observe and perform for and on behalf of the Chargor any or all of the powers, obligations or duties conferred or imposed on any owner or occupier of property (whether as landlord and/or tenant) at common law or by statute;
- (n) dedicate any part or parts of the Property as a highway;
- (o) make any change or arrangement as to boundaries with adjoining owners and neighbours;
- (p) exercise (whether on the Chargor's behalf or otherwise) any option or right of election available in law to the Chargor or the Bank or any Receiver to waive exemption so that the supplies shall be supplies chargeable or taxable for VAT purposes;
- (q) carry on any trade or business as has from time to time been carried on by the Chargor at the Property;
- (r) promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring interests in the Security Assets and arrange for such companies to trade or cease to trade;
- (s) make any arrangement or compromise or enter into or cancel any contracts;
- (t) raise or borrow any money (including money for the completion with or without modification of any building in the course of construction or renovation and any development or project the Receiver considers beneficial) from, or incur any other liability to, the Bank or others, with or without security, and so that any such security may be or include a Security Interest on the Security Assets ranking in priority to this Legal Charge or otherwise;
- (u) sell by public auction or private contract, let, surrender or accept surrenders, grant options, licences or otherwise dispose of or deal with the Security Assets or concur in so doing, for cash or other consideration, whether in instalments or on deferred terms
- (v) receive proceeds of sale or other disposition of the Security Assets in instalments or on deferred terms;
- (w) take, defend or discontinue any proceedings or submit to arbitration;
- (x) do or omit to do anything which the Chargor could do in relation to the Security Assets;

- (y) give a valid receipt for any moneys, execute any deed or other document whatsoever and do anything which the Receiver considers incidental or conducive to the exercise of any of the foregoing; and
 - (z) use the name of the Chargor for all or any of the above purposes.
- 12.7 If there is any ambiguity or conflict between the powers conferred on a Receiver by statute and by the powers conferred by this Clause 12, the powers conferred by this Clause 12 shall prevail.
- 12.8 The Receiver's powers may be exercised as often, at such time(s) and in such manner as the Receiver may in the Receiver's absolute discretion think fit, but subject to its common law duties.
- 12.9 The Bank and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by them under this Legal Charge. Any such delegation may be made upon the terms (including power to sub-delegate) and subject to any regulations which the Bank or such Receiver (as the case may be) may think fit. Neither the Bank nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

13. APPLICATION OF MONEYS

All moneys received by the Bank or any Receiver shall be applied in the following order:-

- 13.1 in payment of all expenses incurred by the Receiver under or in connection with the exercise of his powers;
- 13.2 in payment of the Receiver's remuneration;
- 13.3 in or towards satisfaction of the Secured Liabilities in such order as the Bank may determine (but the Bank may credit the same to a suspense account for so long and in such manner as the Bank may from time to time determine and the Receiver may retain the same for such period as the Receiver and the Bank consider expedient);
- 13.4 any surplus shall be paid to the Chargor or other person entitled thereto.

14. POWER OF ATTORNEY

- 14.1 Following an Event of Default which is continuing, the Chargor hereby (so that the power hereby conferred shall be a general power of attorney under Section 10 Powers of Attorney Act 1971) irrevocably and by way of security appoints the Bank and any Receiver jointly and severally its attorney, with full power to appoint and revoke the appointment of any substitute, to do in the Chargor's name and otherwise on its behalf all acts and to sign, execute and deliver all deeds and other documents which the Chargor could itself do in relation to the Security Assets or in connection with any of the matters provided for in this Legal Charge.
- 14.2 The Chargor hereby ratifies and agrees to ratify all that such attorney may lawfully do or cause to be done by virtue of the power of attorney hereby conferred.
- 14.3 The Bank shall notify the Chargor on exercising its powers under this Clause 14.

15. PROTECTION OF THE BANK AND ANY RECEIVER

- 15.1 So far as permitted by law, neither the Bank nor any Receiver shall, save in the event of their negligence or wilful default, be liable, and no action may be brought against the Bank or any Receiver, for any loss or damage arising (whether through negligence or otherwise howsoever) in connection with the exercise, or purported exercise, or failure to exercise, any of their

respective rights, powers, remedies and discretions hereunder; neither shall the Bank or any Receiver be liable to account as mortgagee in possession, or for anything, except actual receipts.

- 15.2 If the Bank or any Receiver enters into possession, the Bank or any Receiver may at any time give up such possession.

16. PROTECTION OF THIRD PARTIES

- 16.1 No person dealing with the Bank or any Receiver shall be bound to enquire, or be affected by any notice, as to:-

- (a) whether any right, power, remedy or discretion which the Bank or such Receiver has exercised or is purporting to exercise has become exercisable;
- (b) whether any of the Secured Liabilities remains outstanding;
- (c) the propriety or validity of the exercise or purported exercise of any such right, power, remedy or discretion;
- (d) the application of any money paid to the Bank or such Receiver.

- 16.2 All the protections to purchasers contained in Sections 104 and 107 LPA 1925 shall apply to any such person.

17. GENERAL INDEMNITY

- 17.1 The Chargor shall, save in the event of negligence or wilful default of the Bank or the Receiver (as applicable), within 5 Business Days of written demand indemnify and keep the Bank and any Receiver fully indemnified from and against all actions, claims, demands, liabilities, costs (including costs in relation to actions involving third parties), charges, and expenses (in each case together with any VAT payable thereon) arising in connection with:

- a) the Security Assets or this Legal Charge;
- b) the preservation, exercise or attempted preservation or exercise of the Bank's or any Receiver's rights, powers, remedies or discretions hereunder or any act or omission by or on behalf of the Bank or any Receiver hereunder;
- c) any breach by the Chargor of any of its covenants or other obligations to the Bank; or
- d) any order or claim relating to any Environmental Law or Environmental Licence.

- 17.2 If the Chargor fails to comply with any obligation hereunder the Bank may (without thereby prejudicing any of its rights hereunder) perform, or procure the performance of, such obligation; and the Chargor shall pay to the Bank on written demand all costs, charges and expenses thereby incurred by the Bank.

- 17.3 All amounts payable under this Clause 17 may be debited to any account of the Chargor, shall bear interest accordingly, and at any applicable higher rate of interest chargeable in the event of any default, (after as well as before judgement) from the date they were incurred until date of payment and shall be added to the Secured Liabilities and be secured hereby.

18. CURRENCY INDEMNITY

- 18.1 If any amount payable hereunder in a certain currency (the "**Payment Currency**") is received by the Bank (whether by way of set-off or otherwise), or the Bank obtains judgement in respect

thereof in a currency other than the Payment Currency and if such amount when converted into the Payment Currency at the rate at which the Bank is able to purchase the Payment Currency with the other currency on or about the date of actual receipt by the Bank falls short of the amount payable in the Payment Currency the Chargor shall indemnify the Bank within 5 Business Days of written demand against such shortfall, and any other loss (including any premium and costs of exchange) as a result of such conversion.

- 18.2 Any amount due from the Chargor under Clause 18.1 will be due as a separate debt and shall not be affected by judgement being obtained for any other sums in respect of the Secured Liabilities.

19. FURTHER ASSURANCE

The Chargor shall at its own cost from time to time execute and deliver, in such form and containing such terms and conditions as the Bank (acting reasonably) or any Receiver may request, all deeds and documents and do all acts or things which the Bank (acting reasonably) or any Receiver may request:-

- 19.1 for perfecting or protecting the security intended to be created hereby; or
- 19.2 for facilitating the exercise or proposed exercise of any of the Bank's or such Receiver's rights, powers or remedies hereunder.

20. NOTICES, ETC.

- 20.1 Any notice, request, demand or other communication hereunder shall (without prejudice to any other valid method of service by the Bank) be made by letter or facsimile transmission addressed as follows (or as the intended recipient shall have notified the sender in accordance with this Clause):-

- (a) if to the Bank the address specified in this Legal Charge or such other address as may be notified by the Bank to the Chargor and the most recent fax number provided by the Bank to the Chargor.
- (b) if to the Chargor, the UK address specified in this Legal Charge or such other UK address as may be notified by the Chargor to the Bank and the most recent fax number provided by the Chargor to the Bank.

- 20.2 Any such notice, request, demand or other communication shall if delivered to the Bank only be effective upon actual receipt, but in the case of the Chargor shall be deemed to have been delivered at noon on the day after having been sent by first-class post, prepaid and addressed as required by Clause 20.1. In the case of a facsimile transmission delivery to the Chargor shall be deemed to have occurred one hour after completion of transmission.

21. GOVERNING LAW AND JURISDICTION

- 21.1 This Legal Charge shall be governed by and construed in accordance with English law.
- 21.2 The Chargor irrevocably agrees that the Courts of England shall have jurisdiction to settle any disputes which may arise out of or in connection with this Legal Charge and that accordingly any suit, action or proceedings arising out of, or in connection with, this Legal Charge (in this Clause 21 referred to as "**Proceedings**") may be brought in such Courts, and the Chargor hereby irrevocably submits to the jurisdiction of such Courts.

- 21.3 Nothing in this Clause 21 shall limit the right of the Bank to take Proceedings against the Chargor 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.
- 21.4 The Chargor irrevocably waives (and irrevocably agrees not to raise) any objection which the Chargor may have, now or subsequently, to the laying of the venue of any Proceedings in any court referred to in this Clause 21 and any claim that any such Proceedings have been brought in an inconvenient forum and, further irrevocably agrees that a judgement in any Proceedings brought in any such court shall be conclusive and binding upon the Chargor and may be enforced in the courts of any other jurisdiction.

22. DUE EXECUTION

The Chargor certifies that the execution of this Legal Charge has been duly authorised and does not contravene the Chargor's constitutional documentation.

IN WITNESS whereof this Legal Charge has been duly executed and delivered as a Deed the day and year first above written

SCHEDULE 1

Property

Property	Title No.
58 Acacia Road, London NW8 6AG	NGL825258

SCHEDULE 2

Occupational Lease(s)

Property	Tenant/Occupier	Description of Occupational Lease
		term of years from 20 at an initial rent of £ per [annum][quarter]

SCHEDULE 3

Notice to Occupational Tenant

[Chargor's letterhead]

To: [Occupational Tenant]
[Address]

[Date]

Dear Sirs,

Re: [Land]

We refer to the underlease of the above premises dated 20 made between us (the "Lease") and hereby give you notice that, by a Legal Charge dated 20, we charged and/or assigned to (the "Bank") all our rights under the Lease, all rental income and service charges in respect thereof and all of our rights in respect of all moneys standing to the credit of any rent account or service charge account and the debts represented by them.

We irrevocably instruct and authorise you that, until you receive notice from the Bank to the contrary (and notwithstanding any previous instructions given by us to you) you are to continue to pay any rent and service charges payable by you under the Lease to the account(s) to which the Lease requires you to make such payments (the "Account(s)"), namely:

[Account Details]

Please confirm your acknowledgement and agreement to the above by signing and sending to the Bank the duplicate of this letter.

The instructions in this letter may not be revoked or amended without the prior written consent of the Bank.

This letter is governed by English law.

Yours faithfully,

for [Chargor]

ACKNOWLEDGEMENT

To: [Bank]
[Address]

We acknowledge receipt of the above notice (the "Notice") and accept the instructions and authorisations contained in the Notice.

We confirm that:

- (a) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of [Chargor] under or in respect of the Lease; and

- (b) we shall continue to pay all rent and all other monies payable by us under the Lease into the Account(s) until we receive your written instructions to the contrary.

.....

for [*Occupational Tenant*]

Dated 20

Handwritten signature: *Mark Over*

Sam Whit

Name: Ben West

Address: FLAT 4, 22 ROSECROFT AVENUE, LONDON, NW3 7QB
Occupation: CHARTERED TAX ADVISOR

Authorised Signatory