



Registration of a Charge

Company Name: **CALA MANAGEMENT LIMITED**

Company Number: **SC013655**



Received for filing in Electronic Format on the: **05/06/2023**

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Details of Charge

Date of creation: **25/05/2023**

Charge code: **SC01 3655 0539**

Persons entitled: **GSTC PROPERTY INVESTMENTS LIMITED**

Brief description: **BY WAY OF FIRST LEGAL MORTGAGE THE FREEHOLD LAND SHOWN
EDGED RED ON THE PLAN ATTACHED TO THIS DEED AND BEING LAND
TO THE NORTH OF WORTS CAUSEWAY CHERRY HINTON CAMBRIDGE
KNOWN AS "SITE GB1". FOR FURTHER INFORMATION PLEASE REFER
TO THE CHARGING INSTRUMENT.**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **BURGES SALMON LLP [HF03]**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13655

Charge code: SC01 3655 0539

The Registrar of Companies for Scotland hereby certifies that a charge dated 25th May 2023 and created by CALA MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th June 2023 .

Given at Companies House, Edinburgh on 6th June 2023

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

25 May 2023

Legal Charge

land on the North Side of Worts Causeway Cherry Hinton Cambridge
and known as "Site GB1"

GSTC Property Investments Limited (1)

and

CALA Management Limited (2)

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THIS LEGAL CHARGE dated

25 May 2023

made BETWEEN:

- (1) **CALA MANAGEMENT LIMITED** incorporated and registered in Scotland with company number SC013655 whose registered office is at Adam House 5 Mid New Cultins Edinburgh EH11 4DU (the "**Mortgagor**"); and
- (2) **GSTC PROPERTY INVESTMENTS LIMITED** incorporated and registered in England and Wales with company number 07369879 whose registered office is at The Grain House 46 Loman Street London SE1 0EH (the "**Mortgagee**")

WITNESSES as follows:

1 INTERPRETATION

1.1 Definitions: In this Deed, unless the context otherwise requires:

"**Affordable Housing**" means without limitation social rented shared ownership low cost key worker or any other type of housing or tenure in the nature of affordable housing including for the avoidance of doubt affordable housing as defined in the Section 106 Agreement;

"**Agreement**" means the Contract for Sale dated 25 May 2023 and made between the Mortgagee as seller and the Mortgagor as buyer as amended or varied from time to time;

"**Authority**" means any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings;

"**Charged Assets**" means all the property and rights of the Mortgagor described in clause 3.1;

"**Collateral Instruments**" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance;

"**Competent Authority**" means any local authority highway authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company or body or distribution network operator;

"**Default Rate**" means 4% per cent. per annum above the base rate of Lloyds Bank plc from time to time;

"**Deferred Consideration**" means the First Deferred Payment and the Second Deferred Payment;

"**Development**" means development of a residential scheme comprising Residential Units along with associated infrastructure works including access (vehicular pedestrian and cycle) drainage public open space and landscaping to be known as "Netherhall Gardens" pursuant to the Planning Permission;

"**Disposal**" means a disposition within the meaning of section 205 of the Law of Property Act 1925 of the whole or any part of the Property;

"**Encumbrance**" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind;

"Enforcement Date" means the date on which the Mortgagee demands the payment or discharge of all or any part of the Secured Obligations when they fall due under the Agreement or, if earlier, the date on which an Event of Default occurs;

"Event of Default" means any of the events or circumstances described in Schedule 3;

"First Deferred Payment" has the meaning ascribed to it in the Agreement

"Insurances" means all present and future contracts or policies of insurance effected by the Mortgagor in accordance with this Deed or to which the Mortgagor is entitled in respect of the Charged Assets

"Mortgagee's Solicitors" means Burges Salmon LLP of One Glass Wharf Bristol BS2 0ZX (Ref: RO01/RW13/46104.3);

"Mortgagor's Solicitors" means DAC Beachcroft LLP 25 Walbrook London ED4N 8AF (Ref: CAL136-2122678/RBEL);

"Part Disposal" means a disposal made in accordance with (and which is a Part Disposal as defined in) the Agreement;

"Permitted Disposal" has the meaning ascribed to it in the Agreement save that paragraph (a) of that definition shall for the purposes of this Deed be deemed to read as follows:

- (a) :
 - (i) up to forty (40) Private Housing Unit Sales prior to the payment of the First Deferred Payment;
 - (ii) up to a further forty (40) Private Housing Unit Sales following the payment of the First Deferred Payment but prior to the payment of the Second Deferred Payment;

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning and Compensation Act 1991, the Local Government Planning and Land Act 1980, the Countryside and Rights of Way Act 2000 and the Ancient Monuments and Archaeological Areas Act 1979;

"Planning Permission" has the meaning ascribed to it in the Agreement;

"Private Housing Unit" means any Residential Units which are not Affordable Housing;

"Private Housing Unit Sale" means the transfer or lease for a term of not less than 125 years of an individual completed Private Housing Unit;

"Property" means the assets of the Mortgagor described in Schedule 1 and references to the Property include where relevant any one or more of such assets and any part of such assets;

"Receiver" means any one or more receivers and/or managers appointed by the Mortgagee pursuant to this Deed in respect of the Mortgagor or over all or any of the Charged Assets;

"Release" a form DS1 or form DS3 or such other form as shall be appropriate to release (when dated) the Property or any interest in the Property or any part or parts of the Property from this Legal Charge and/or (where required) a consent letter (in such form as the Mortgagor shall reasonably require) to such disposal or to the creation and registration of any rights or easements granted or reserved in favour of any part of the Property which is the subject of a Permitted Disposal or a Part Disposal over or affecting any part or parts of the Property which remain subject to the security constituted by this Deed;

"Residential Unit" means each and every residential dwelling (both Private Housing Units and Affordable Housing) consented pursuant to a Planning Permission (which expression shall include a house flat maisonette or bungalow) its immediate curtilage and any garden garage or parking space belonging to it;

"Restriction" means the restriction referred to in clause 3.3;

"Second Deferred Payment" has the meaning ascribed to it in the Agreement

"Section 106 Agreement" means the section 106 agreement dated 7 January 2022 and made between (1) Cambridge City Council (2) Cambridgeshire County Council (3) the Mortgagee and (4) Guy's and St. Thomas' Foundation relating to the Property

"Secured Obligations" means the payment of the Deferred Consideration to the Mortgagee pursuant to the Agreement when the same become due for payment together with any interest thereon (both before and after judgement) together with all legal and other costs on a full and unqualified indemnity basis which may be incurred by the Mortgagee in relation to a failure to pay the Deferred Consideration when the same become due for payment;

"Subsidiary" has the meaning given to it by section 736 of the Companies Act 1985;

"Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Boxing Day, Good Friday or a statutory bank holiday;

"Works Agreement" means an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to section(s) 38 and/or 278 of the Highways Act 1980, section 104 of the Water Industry Act 1991 or any provision to similar intent or an agreement with a water undertaker or a drainage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface water and/or foul water from the Property or an agreement with any Competent Authority or body relating to other services or utilities together with any associated deeds of grant materially in standard form.

- 1.2 Successors and assigns: The expressions "Mortgagee", and "Mortgagor" include, where the context admits, their respective successors, and, in the case of the Mortgagee, its transferees and assignees, whether immediate or derivative.
- 1.3 Headings: Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.
- 1.4 Construction of certain terms: In this Deed, unless the context otherwise requires:
- (a) references to clauses and schedules are to be construed as references to the clauses of, and schedules to, this Deed and references to this Deed include its schedules;
 - (b) reference to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this Deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Mortgagee;
 - (c) words importing the plural shall include the singular and vice versa;
 - (d) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;

- (e) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time; and
- (f) where the expression "Mortgagor" includes more than one person the expression shall include each, any and all of such persons as the context may permit, and each such person shall be jointly and severally liable under this Deed.

2 COVENANT TO PAY

- 2.1 Secured Obligations: The Mortgagor hereby covenants that it will pay on demand to the Mortgagee the Secured Obligations when the same become due for payment or discharge.

3 CHARGES

- 3.1 Fixed Charge: The Mortgagor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations hereby charges to the Mortgagee by way of first legal mortgage the Property.
- 3.2 Set-off: The Mortgagor irrevocably and unconditionally agrees that if the Mortgagee at any time owes the Mortgagor money the Mortgagee may set that money off against the Secured Obligations but the Mortgagee shall not be obliged to do this nor may the Mortgagor exercise against the Mortgagee any right of deduction or set-off whether legal or equitable in respect of the Secured Obligations without the written consent of the Mortgagee.
- 3.3 H.M. Land Registry: The Mortgagor hereby consents to the registration of the following restriction against the registered title allocated to the Property:

"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 either a written consent signed by the proprietor for the time being of the charge dated 25 May 2023 in favour of GSTC Property Investments Limited referred to in the charges register or it's conveyancer or a certificate signed by a conveyancer that the disposition is a "Permitted Disposal" falling within limb (a) of that definition as defined in clause 1.1 of the said charge."

The Mortgagee agrees that the restriction in this clause 3.3 is not intended to follow on to the registered title of any completed disposition of part of the Property comprising a Part Disposal or Permitted Disposal

4 DISCHARGE AND WORKS AGREEMENTS

- 4.1 On the date of this Deed the Mortgagee will give the Mortgagor duly executed Releases and Land Registry forms RX4 for the removal of the Restriction in respect of each of the Permitted Disposals at paragraph (a) (i) of the definition of Permitted Disposal subject to the provisions of clause 4.4.
- 4.2 On the date that the Mortgagor pays the First Deferred Payment the Mortgagee will give the Mortgagor duly executed Releases and Land Registry forms RX4 for the removal of the Restriction in respect of each of the Permitted Disposals at paragraph (a) (ii) of the definition of Permitted Disposal subject to the provisions of clause 4.4.
- 4.3 On the date that the Mortgagor pays the Second Deferred Payment the Mortgagee will give to the Mortgagor such form of Release as shall be appropriate to release the whole of the Property remaining subject to this Legal Charge from this Legal Charge and the Restriction.
- 4.4 Prior to the delivery to the Mortgagor of the forms of Releases referred to in clauses 4.1 and 4.2 the Mortgagor shall procure that the Mortgagor's Solicitor will give to the

Mortgagee's Solicitors an undertaking in the form of the undertaking attached at Schedule 4.

4.5 Within fifteen (15) Working Days of a request from the Mortgagor accompanied by all supporting evidence or documentation reasonably required by the Mortgagee, the Mortgagee agrees to give to the Mortgagor such form of release as shall be appropriate to release a Part Disposal from this Legal Charge provided that:

- (a) Reserved Matters Approval or a Planning Permission comprising a full or detailed planning permission has been obtained for the Property;
- (b) the Mortgagor provides the Mortgagee with a Land Registry compliant plan delineating the extent of the land to be comprised within a Part Disposal accompanied by written confirmation of the number of Private Housing Units consented to be constructed upon such land;
- (c) the Part Disposal does not include any land that would be included within the definition of Permitted Disposal limb (d) but for the avoidance of doubt may include internal roads and shared accessways that would be required for the owners and occupiers of any Private Housing Units and Affordable Housing to access the same within such Part Disposal;
- (d) if the request for Releases for a Part Disposal occurs prior to the payment of the First Deferred Payment and
 - (i) the Mortgagor has notified the Mortgagee that it does not intend to utilise all of the Releases provided pursuant to clause 4.1 for Private Housing Unit Sales; or
 - (ii) the number of Private Housing Units to be constructed upon the Part Disposal does not comprise more than 40;

the Mortgagee shall provide Releases for the Part Disposal and the Mortgagor shall surrender the relevant number of Releases provided pursuant to clause 4.1 to the Mortgagee so that the total Releases for a Part Disposal and any Private Housing Units Sales does not exceed more than 40 and the Mortgagor's Solicitor shall release the Mortgagor's Solicitor from any undertaking provided in respect of such surrendered Releases;

- (e) if the request for Releases for a Part Disposal occurs prior to the payment of the First Deferred Payment and;
 - (i) the Mortgagor has notified the Mortgagee that it intends to utilise all or part of the Releases provided pursuant to clause 4.1; and/or
 - (ii) the number of Private Housing Units to be constructed upon the Part Disposal comprises more than 40;

the Mortgagor shall be required to pay the First Deferred Payment as consideration for the appurtenant Release for the relevant Part Disposal;

- (f) the Mortgagor acknowledges and agrees that the Mortgagee shall not be required to provide Releases for a Part Disposal where the same comprises more than 50% of the total number of Private Housing Units that are consented to be constructed on the Property and that nothing in this clause 4.5 permits the Mortgagor to make more than 80 Private Housing Unit Sales prior to the payment of the Second Deferred Payment;
- (g) the Mortgagee acknowledges and agrees that a Part Disposal may include a mixture of both Private Housing Units and Affordable Housing and that no account shall be taken of Affordable Housing comprised within a Part Disposal in the calculation of the number of Private Housing Units above;

- (h) any dispute arising in relation to the provisions of this clause 4.5 may be referred to an expert for determination (in accordance with the provisions of clause 30 of the Agreement).

4.6 The Mortgagee agrees to execute Releases for Permitted Disposals (other than those referred to in clauses 4.1, 4.2 and 4.5 above) and any certificate or consent to deal with the Restriction or to complete any relevant Land Registry forms to remove the Restriction from the Proprietorship Register of any land the subject of a Permitted Disposal and agrees to deliver the same within 15 Working Days of receipt of request from the Mortgagor at the reasonable cost of the Mortgagor provided that any such release shall include the form of Release required to be executed.

4.7 The Mortgagee shall at the request and cost of the Mortgagor consent to and if required by the Mortgagor be a party to (as chargee only and without any liability) any Works Agreement required to be completed in respect of the Property during the subsistence of this Deed and shall execute any such agreement or provide any required consent within 20 Working Days of the delivery of the engrossed agreement or the making of the request for consent (as applicable).

5 UNDERTAKINGS

5.1 Undertakings: The Mortgagor hereby undertakes with the Mortgagee that during the continuance of this security the Mortgagor will comply with the undertakings set out in Schedule 2.

5.2 Power to remedy: If the Mortgagor at any time defaults in complying with any of its obligations contained in this Deed, the Mortgagee shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Mortgagor hereby irrevocably authorises the Mortgagee and its employees and agents by way of security to do all such things (including, without limitation, entering the Mortgagor's property) necessary or desirable in connection therewith. Any moneys so expended by the Mortgagee shall be repayable by the Mortgagor to the Mortgagee on demand together with interest at the Default Rate from the date of payment by the Mortgagee until such repayment, both before and after judgment. No exercise by the Mortgagee of its powers under this clause 5.2 shall make it liable to account as a mortgagee in possession.

6 FURTHER ASSURANCE

6.1 Further assurance: The Mortgagor shall if and when at any time required by the Mortgagee execute such further Encumbrances and assurances in favour of the Mortgagee and do all such acts and things as the Mortgagee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same.

6.2 Certain documentary requirements: Such further assurances shall be prepared by or on behalf of the Mortgagee at the reasonable expense of the Mortgagor and shall contain (a) an immediate power of sale without notice (b) a clause excluding the restrictions contained in section 103 Law of Property Act 1925 and (c) such other clauses for the benefit of the Mortgagee as the Mortgagee may require.

7 CERTAIN POWERS OF THE MORTGAGEE: ENFORCEMENT

7.1 Powers on enforcement: At any time on or after the Enforcement Date or if requested by the Mortgagor, the Mortgagee may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

- 7.2 Statutory power of leasing: At any time on or after the Enforcement Date the Mortgagee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Mortgagee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925.
- 7.3 Contingencies: If the Mortgagee enforces the security constituted by this Deed at a time when no amount in respect of the Secured Obligations is due and payable, or when the amount due and payable is not ascertained, the Mortgagee (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest-bearing suspense account at a clearing bank. The Mortgagee may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such suspense account for application as follows:
- (a) paying all costs, charges and expenses incurred and payments made by the Mortgagee (or the Receiver) in the course of such enforcement;
 - (b) paying remuneration to the Receiver as and when the same becomes due and payable; and
 - (c) paying amounts due and payable in respect of the Secured Obligations as and when the same become due and payable.

8 APPOINTMENT AND POWERS OF RECEIVER

- 8.1 Appointment: At any time on or after the Enforcement Date or if requested by the Mortgagor, the Mortgagee may by instrument in writing executed as a deed or under the hand of any director or other duly authorised officer appoint any qualified person to be a Receiver of the Charged Assets or any part thereof. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Mortgagee may specify to the contrary in the appointment. The Mortgagee may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place. In this clause 8 a "qualified person" is a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any mortgagor with respect to which he is appointed or, as the case may be, an administrative receiver of any such mortgagor.

- 8.2 Receiver as agent: Any Receiver shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration.

- 8.3 Powers of Receiver:

Any Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 103 of that Act) and power on behalf, and at the expense, of the Mortgagor (notwithstanding the liquidation or bankruptcy of the Mortgagor) to do or omit to do anything which the Mortgagor could do or omit to do in relation to the Charged Assets or any part of it. In particular (but without limitation) a Receiver shall have power to do all or any of the following acts and things:

- (a) Take possession: to take possession of, collect and get in all or any of the Charged Assets;
- (b) Manage the Charged Assets: to manage, develop, alter, improve, build, reconstruct or reinstate and replace the Charged Assets or any part of it or concur in so doing; to buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; to acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Charged Assets;

- (c) Manage business: to carry on, manage or develop the business of the Mortgagor or any part of it carried on at the Property or commence any new business from the Property;
- (d) Dispose of assets: without the restrictions imposed by section 103 of the Law of Property Act 1925 or the need to observe any of the provisions of sections 99 and 100 of such Act, to sell by public auction or private contract, let, surrender or accept surrenders, grant licences, leases or otherwise dispose of or deal with all or any part of the Charged Assets or concur in so doing in such manner, for such consideration and generally on such terms and conditions as he may think fit with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with such Charged Assets in the name and on behalf of the Mortgagor or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Mortgagor (or the other estate owner) if he shall consider it necessary or expedient so to do; any such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall forthwith be and become charged with the payment of the indebtedness; plant, machinery and other fixtures may be severed and sold separately from the premises containing them and the Receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Mortgagor. Any contract for any such sale or other disposal by the Receiver or the Mortgagee may contain conditions excluding or restricting the personal liability of the Receiver or the Mortgagee;
- (e) Form subsidiaries: if the Mortgagor is a company, to promote the formation of companies with a view to the same becoming a Subsidiary of the Mortgagor and purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Assets or in anything else, to arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
- (f) Compromise contracts: to make any arrangement or compromise (including without limitation agreeing to any changes to any rents payable in respect of the Property) or enter into perform or cancel any contracts or agreements which he shall think expedient;
- (g) Repair and maintain assets: to make and effect such repairs, renewals and improvements to the Charged Assets or any part of it as he may think fit and in doing so to purchase materials;
- (h) Building works: to commence and/or complete any building operations on any part of the Property and apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences with respect to the Charged Assets as he may in his discretion think fit;
- (i) Compensation: to negotiate for compensation with any relevant authority which may intend to acquire or be in the process of acquiring the Charged Assets or any part of it and make objections to any order for the acquisition of the Charged Assets or any part of it, and the Receiver may request the Mortgagor to do so at any enquiry held to consider such objections or which is otherwise relevant to such acquisition;
- (j) Legal proceedings: to institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as he may think fit;
- (k) Appoint employees: to appoint managers, agents, contractors, professionals, surveyors, quantity surveyors, builders, workmen, officers and employees for any

of the purposes referred to in this clause 8.3 or to guard or protect the Charged Assets at such salaries and remuneration and for such periods and on such terms as he may determine and may dismiss the same;

- (l) Borrow money: to raise or borrow money, obtain bonds or guarantees or incur any other liability from anyone on such terms with or without security as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets or any other property acquired by the Receiver ranking in priority to this security or otherwise;
- (m) Execute documents: to sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the security created by or pursuant to this Legal Charge and to use the name of the Mortgagor for all the purposes aforesaid;
- (n) Insurances: to maintain, renew, take out or increase Insurances (including indemnity insurance);
- (o) Exercise statutory leasehold powers: without any further consent by or notice to the Mortgagor to exercise for and on behalf of the Mortgagor all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to security of tenure or rents or generally in respect of the Charged Assets but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- (p) Tenancies: to apply for and negotiate the terms of any renewed tenancy whether pursuant to the Landlord and Tenant Act 1954 or otherwise;
- (q) Occupational Leases: to make allowances and arrangements with any lessee or any tenant in respect of the rents receivable pursuant to any occupational lease of the Property;
- (r) Rent review: to operate and agree any rent review in respect of any lease or underlease of the Property and the amount of any interim rent payable pursuant to section 24(A) of the Landlord and Tenant Act 1954;
- (s) Insolvency Act powers: to do all the acts and things described in Schedule 1 to the Insolvency Act 1986 as if the words "he" and "him" referred to the Receiver and "company" referred to the Mortgagor;
- (t) Mortgagee powers: to do anything the Mortgagee has power to do under this Deed; and
- (u) Other acts: to do all other acts and things which he may consider to be incidental or conducive to any of the powers contained in this clause 8.

8.4 Remuneration: The Mortgagee may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

9 APPLICATION OF PROCEEDS; PURCHASERS

9.1 Application of proceeds: All moneys received by the Mortgagee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Mortgagee in its absolute discretion may from time to time conclusively determine except that the Mortgagee may credit the

same to a suspense account at a clearing bank for so long and in such manner as the Mortgagee may from time to time determine and the Receiver may retain the same for such period as he and the Mortgagee consider expedient.

- 9.2 Disposals on Enforcement: The Mortgagor and the Mortgagee shall procure that in the event of any disposal of part of the Property by the Mortgagee or any Receiver appropriate, reasonable and necessary rights for the proper use development and enjoyment of the remainder of the Property are granted or excepted and reserved (as the case may be) over the part of the Property which is the subject of the disposal for the benefit of the remainder of the Property.

- 9.3 Protection of purchasers: No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Mortgagee or any Receiver to exercise any of the powers conferred by this Deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

10 INDEMNITIES; COSTS AND EXPENSES

- 10.1 Enforcement costs: The Mortgagor hereby undertakes with the Mortgagee to pay on demand all costs, charges and expenses incurred by the Mortgagee or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Assets on a full indemnity basis, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Mortgagor (both before and after judgment).

- 10.2 No liability as mortgagee in possession: Neither the Mortgagee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.

- 10.3 Indemnity from Charged Assets: The Mortgagee and any Receiver, attorney, agent or other person appointed by the Mortgagee under this Deed and the Mortgagee's officers and employees (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Charged Assets in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed; or
- (b) any breach by the Mortgagor of any of its obligations under this Deed;

and the Mortgagor shall indemnify the Mortgagee and any Receivers against any such matters Provided That the indemnity in this Clause 10.3 shall not apply to the extent that any liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and any other professional costs and expenses) were suffered or incurred by the Mortgagee any Receiver, and/or their respective employees and agents as a result of the gross negligence or wilful default of any such persons.

11 EFFECT OF EVENT OF DEFAULT

- 11.1 On the occurrence of any Event of Default, or if earlier on the Enforcement Date, all Secured Obligations (other than contingent liabilities) of the Mortgagor not otherwise so payable shall immediately become payable on demand.

12 POWER OF ATTORNEY

12.1 Power of attorney: The Mortgagor by way of security hereby irrevocably appoints each of the Mortgagee and any Receiver severally to be its attorney in its name and on its behalf:

- (a) to execute and complete any documents or instruments which the Mortgagee or such Receiver may require for perfecting the title of the Mortgagee to the Charged Assets or for vesting the same in the Mortgagee, its nominees or any purchaser;
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 6; and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Mortgagee or a Receiver under this Deed or which may be deemed expedient by the Mortgagee or a Receiver in connection with any disposition, realisation or getting in by the Mortgagee or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under this Deed.

12.2 Ratification: The Mortgagor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned in clause 12.1 shall do or purport to do in the exercise of his powers under such clause.

13 CONTINUING SECURITY AND OTHER MATTERS

13.1 Continuing security: This Deed and the obligations of the Mortgagor under this Deed shall:

- (a) secure the ultimate balance from time to time owing to the Mortgagee by the Mortgagor and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;
- (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Encumbrance, right or remedy held by or available to the Mortgagee; and
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Mortgagee dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable.

13.2 Collateral Instruments: The Mortgagee shall not be obliged to resort to any Collateral Instrument or other means of payment now or hereafter held by or available to it before enforcing this Deed and no action taken or omitted by the Mortgagee in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Mortgagor nor shall the Mortgagee be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment.

13.3 Settlements Conditional: Any release, discharge or settlement between the Mortgagor and the Mortgagee shall be conditional upon no security, disposition or payment to the Mortgagee by the Mortgagor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Mortgagee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

14 REPRESENTATIONS AND WARRANTIES

14.1 Representations: The Mortgagor represents and warrants to the Mortgagee that:

- (a) Due incorporation: if the Mortgagor is a company, it is duly incorporated and validly existing under the laws of England and Wales and has power to carry on its business as it is now being conducted and to own its property and other assets;
- (b) Corporate Power: if the Mortgagor is a company, it has power to execute, deliver and perform its obligations under this Deed; all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of the same and no limitation on the powers of the Mortgagor will be exceeded as a result of the execution and delivery of this Deed or the performance of its obligations under this Deed;
- (c) Binding obligations: this Deed constitutes valid and legally binding obligations of the Mortgagor enforceable in accordance with its terms;
- (d) No conflict with other obligations: the execution and delivery of, the performance of its obligations under, and compliance with the provisions of, this Deed by the Mortgagor will not (i) contravene any existing applicable law, statute, rule or regulation or any judgment or permit to which it is subject, (ii) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which it is a party or is subject or by which it or any of its property is bound, (iii) if the Mortgagor is a company, contravene or conflict with any provision of its Memorandum and Articles of Association;
- (e) Title to Charged Assets: it has good and marketable title to the Charged Assets and has full power and authority to grant to the Mortgagee the security interest in the Charged Assets created pursuant to this Deed and to execute, deliver and perform its obligations in accordance with the terms of this Deed without the consent or approval of any other person other than any consent or approval which has been obtained;
- (f) Ownership of Charged Assets: the Charged Assets are beneficially owned by it free and clear of any Encumbrance other than Encumbrances created by this Deed.

14.2 Repetition: The representations and warranties in clause 14.1 shall be deemed to be repeated by the Mortgagor on each day until all the Secured Obligations have been paid or discharged in full as if made with reference to the facts and circumstances existing on each such day.

15 MISCELLANEOUS

15.1 Remedies Cumulative: No failure or delay on the part of the Mortgagee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

15.2 Statutory power of leasing: Save in the case of Permitted Disposals, during the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Mortgagor in relation to the Charged Assets or any part thereof without the consent of the Mortgagee.

15.3 Successors and assigns: Any appointment or removal of a Receiver under clause 8 and any consents under this Deed may be made or given in writing signed or sealed by any successors or assigns of the Mortgagee and accordingly the Mortgagor hereby irrevocably appoints each successor and assign of the Mortgagee to be its attorney in the terms and for the purposes set out in clause 12.

15.4 Reorganisation of the Mortgagor and/or Mortgagee:

- (a) If the Mortgagor is a company, this Deed shall remain binding on the Mortgagor notwithstanding any change in the constitution of the Mortgagee or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind.
- (b) The security granted by this Deed shall remain valid and effective in all respects in favour of any assignee, transferee or other successor in title of the Mortgagee in the same manner as if such assignee, transferee or other successor in title had been named in this Deed as a party instead of, or in addition to, the Mortgagee.

15.5 Unfettered discretion: Any liability or power which may be exercised or any determination which may be made under this Deed by the Mortgagee may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.

15.6 Provisions severable: Each of the provisions of this Deed is severable and distinct from the others and if any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.

15.7 Law of Property (Miscellaneous Provisions) Act 1989: For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989 any provisions of the Agreement relating to any disposition of an interest in land shall be deemed to be incorporated in this Deed.

16 **NOTICES**

16.1 Mode of service: Any notice or demand for payment by the Mortgagee under this Deed shall, without prejudice to any other effective mode of making the same, be deemed to have been properly served on the Mortgagor if served on the Mortgagor personally, or if the Mortgagor is a company, on any one of its Directors or on its Secretary or delivered or sent by letter or fax to the Mortgagor at his/her address as stated on the first page of this Deed or if the Mortgagor is a company, at its registered office or any of its principal places of business for the time being;

16.2 Time of service: Any such notice or demand shall be deemed to have been served (in the case of a letter) when delivered and (in the case of a fax) when received in complete and legible form.

16.3 Notices conclusive: Any such notice or demand or any certificate as to the amount at any time secured by this Deed shall be conclusive and binding upon the Mortgagor if signed by an officer or director of the Mortgagee.

IN WITNESS whereof this Deed has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this Deed.

Schedule 1

Property

The freehold land shown edged red on the plan attached to this deed and being land to the north of Worts Causeway Cherry Hinton Cambridge known as "Site GB1"



Schedule 2

Undertakings

- 1 Deposit of deeds: deposit with the Mortgagee (to be held at the risk of the Mortgagor) all deeds and documents of the title relating to the Property and to any subordinate interest in any of them;
- 2 Compliance with covenants etc: observe and perform all covenants, stipulations, requirements and obligations from time to time affecting the Charged Assets and/or the use, ownership, occupation, possession, operation, repair, maintenance or other enjoyment or exploitation of the Charged Assets whether imposed by statute, law or regulation, contract, lease, licence, grant or otherwise provided that the carrying out of the Development shall not be a breach of this paragraph 2.
- 3 Orders and proposals: the Mortgagor shall, forthwith after receipt of any notice, order, direction, designation, resolution, proposal or other matter given or made by any Authority (whether or not under the Planning Acts) and relating to the Charged Assets or the area in which the Charged Assets is situated (a "a notice") give full written particulars to the Mortgagee of such notice.
- 4 Property outgoings: punctually pay, or cause to be paid, and indemnify the Mortgagee and any Receiver (on a several basis) against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of the Property or by the owner or occupier thereof.
- 5 Possession of Property: Not (save where permitted pursuant to the Agreement or herein) without the prior consent in writing of the Mortgagee dispose of the Property or any estate or interest in it or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof (or agree to do any of these things) or permit any person:
 - (a) to be registered (jointly with the Mortgagor or otherwise) as proprietor under the Land Registration Act 2002 of the Property nor create or permit to arise any overriding interest affecting the same within the definition in those Acts; or
 - (b) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property.
- 6 Jeopardy: not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise materially prejudice the value to the Mortgagee of any of the Charged Assets.
- 7 Encumbrances and disposals: not (without the prior written consent of the Mortgagee or where otherwise permitted under the Agreement, or herein):
 - (a) create or purport to create or permit to subsist any mortgage, debenture, charge or pledge upon or permit any Encumbrance to arise on or affect any part of the Charged Assets; or
 - (b) dispose of any of the Charged Assets or agree to do so.

Schedule 3

Events of Default

- 1 Breach of obligations to the Mortgagee: the Mortgagor:
 - (a) fails to pay or discharge any of the Secured Obligations on their due date; or
 - (b) fails to comply with any other provision of this Deed unless such non-compliance:
 - (i) is capable of remedy; and
 - (ii) is actually remedied within thirty (30) Working Days of the Mortgagee giving written notice of the breach to the Mortgagor.
- 2 Insolvency: the Mortgagor is deemed unable to pay its debts within the meaning of section 123(1)(a), (b), (e) or (2) Insolvency Act 1986 or otherwise becomes insolvent or stops or suspends making payments with respect to all or any class of its debts or announces an intention to do so.
- 3 Winding up:

If the Mortgagor is a company:

 - (a) an application is made for an administration order, or the Mortgagee receives notice of intention to appoint an administrator of the Mortgagor;
 - (b) any steps are taken by any person to wind up or dissolve the Mortgagor other than where such steps are frivolous or vexatious and are dismissed within 21 days;
 - (c) any steps are taken by any person to appoint a liquidator, trustee, receiver, administrative receiver, administrator or similar office to the Mortgagor over all or any part of its assets or undertakings.
- 4 Legal Process: any judgement or order made against the Mortgagor is not complied with within seven days or any execution, distress, sequestration or other process is levied or enforced upon or taken out against any of the Charged Assets and is not discharged within seven days.
- 5 Compositions: any steps are taken, or negotiations commenced, by the Mortgagor or by any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the Mortgagor and any of its creditors.
- 6 Analogous Proceedings: there occurs, in relation to the Mortgagor, in any country or territory in which it carries on business or to the jurisdiction of whose courts any part of its assets is subject, any event which, in the opinion of the Mortgagee, appears in that country or territory to correspond with, or have an effect equivalent or similar to, any of those mentioned in paragraphs 1 to 5 (inclusive) of this schedule or the Mortgagor otherwise becomes subject, in any such country or territory, to the operation of any law relating to insolvency, bankruptcy or liquidation.

Schedule 4

Solicitors Undertaking

Burges Salmon LLP
1 Glass Wharf
Bristol
BS2 0ZX

Date [●] 2023
Your ref: R001/RW13/46104.3
Our ref: EMMR/CAL136-2122678

Dear Burges Salmon LLP

Land to the north of Worts Causeway Cherry Hinton Cambridge (the "Property")

We refer to a Legal Charge (the "**Legal Charge**") dated [●] 2023 made between (1) CALA Management Limited (SC013655) (the "**Mortgagor**") and (2) GSTC Property Investments Limited (07369879) ("**your Client**") in respect of the Property.

Expressions in this letter with capital letters shall bear the same meaning as those corresponding expressions set out in the Legal Charge.

This letter is the Undertaking referred to in clause 4.4 of the Legal Charge. It is enforceable by your Client or yourselves but not so as to duplicate our liability.

We hereby undertake that:-

- 1 on receipt of the Releases from you in respect of any of the Private Housing Units intended to be constructed on the Property to hold them pending completion of the relevant Private Housing Unit Sale on the terms set out in this letter;
- 2 not to complete any Release(s) in respect of any Private Housing Units unless the relevant Private Housing Unit Sale has completed;
- 3 within 5 Working Days of completion of a Private Housing Unit Sale to supply to you a certified copy of the completed form of Release; and
- 4 where any Release is completed in respect of more than one Private Housing Unit, to return to you a number of signed Releases equivalent to the number of Private Housing Units in such sale minus one, within 5 Working Days of completion of the relevant Private Housing Unit Sale.

This Undertaking is given on the basis that by delivering a Release to us you are irrevocably authorising us to complete such Release by inserting into it the description of the relevant Private Housing Unit and annexing to it a Land Registry compliant plan delineating the relevant Private Housing Unit and to deliver it on completion of the Private Housing Unit Sale to the buyer's or lessee's conveyancer.

Yours faithfully

DAC Beachcroft

EXECUTED as a DEED by)
GSTC PROPERTY INVESTMENTS LIMITED)
acting by)
LAURIE LEE, a director and)
HAZEL PECK, a director / its secretary)

Signature of Director

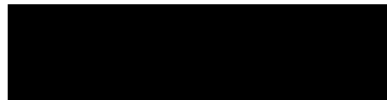
Signature of Director / Secretary

DACB

EXECUTED as a DEED by
CALA HOMES (NORTH HOMES
COUNTIES) LIMITED acting by
JAMES BRINT (director) and
DOMINIC LITTLEFORD (director) as attorney
for and on behalf of CALA
MANAGEMENT LIMITED under a power
of attorney dated 1 January 2023



Signature of Director



Name of Director



Signature of Director

