Companies House

MR01(ef)

Registration of a Charge

Company name: **BLUEOAK ESTATES (CALDY) LIMITED**

Company number: **11105077**

Received for Electronic Filing: **24/12/2020**

X9KKC91S

Details of Charge

Date of creation: **18/12/2020**

Charge code: **1110 5077 0006**

Persons entitled: **HSBB LIMITED**

Brief description: **THE FREEHOLD PROPERTY BEING 4 CALDY ROAD, WIRRAL, CH48 2HG REGISTERED AT HM LAND REGISTRY WITH ABSOLUTE TITLE UNDER TITLE NUMBER MS70744**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **BERMANS (2012) LIMITED**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11105077

Charge code: 1110 5077 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2020 and created by BLUEOAK ESTATES (CALDY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2020 .

Given at Companies House, Cardiff on 30th December 2020

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 18th December 2020

(1) BLUEOAK ESTATES (CALDY) LIMITED

—and—

(2) HSBB LIMITED

LEGAL CHARGE

Bermans
Exchange Station
Tithebarn Street
Liverpool
L2 2QP

THIS LEGAL CHARGE is made as a deed on 18th December 2020

PARTIES

(1) BLUEOAK ESTATES (CALDY) LIMITED a company incorporated in England and Wales under number 11105077 whose registered office is at 12 Grosvenor Street, Chester, CH1 2DD (the **Borrower**); and

(2) **HSBB LIMITED** a company incorporated in England and Wales under number whose registered office is at (the **Lender**).

each of the Borrower and the Lender being a **party** and together the Borrower and the Lender are the **Parties**.

RECITALS:

1. The Lender has agreed to provide the Borrower with the loan on the terms of the Facility Agreement.
2. It is a condition precedent to the provision of the loan in the Facility Agreement that the Borrower provide security to the Lender to secure the payment and discharge of the Secured Liabilities to the Lender.
3. The Borrower has agreed to create the security required by entering into this Deed.

THE PARTIES AGREE:

1. Definitions and interpretation

1.1. Words and expressions defined in the Facility Agreement (defined below) will have the same meanings in this Deed unless they are expressly defined in this Deed.

1.2. In this Deed, unless otherwise provided:

Charged Assets	means all the Mortgaged Property, assets, goodwill and undertakings of the Borrower present or future for the time being subject to the security interests created by this Deed;
Default Rate	has the same meaning as in the Facility Agreement;
Encumbrance	means any mortgage, charge, pledge, lien or other security interest of any kind, and any right of set off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Borrower's business;
Event of Default	has the same meaning as in the Facility Agreement;
Facility Agreement	means the facility agreement dated 18th December 2020 between the Borrower and the Lender;
Insurance Policy	means all of the Borrower's rights in each contract or policy of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Charged Assets).
Mortgaged Property	means the property described in the Schedule;
Property Contracts	means the benefit of all other contracts, guarantees, appointments and warranties relating to the Property and other documents to which the Borrower is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, lease or the operation of the Property or otherwise

relating to the Property (including, in each case but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them or remedies provided for in any of them or available law or inequity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them)

Receiver	means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager;
Rental Income	means all rental income derived from the Mortgaged Property and the benefit of any guarantee or security in respect thereof together with any monies deposited as security for such rental income whether or not referred to as a rent deposit;
Secured Liabilities	means all money, liabilities and obligations now or in the future owed or incurred by the Borrower to the Lenders (including those under the Facility Agreement or this Deed) whether actual or contingent, sole or joint, as principal or as surety, including (without limitation) any liability of the Borrower to a third party which subsequently becomes payable to the Lenders by assignment or otherwise and any interest, commission, costs, charges and expenses of the Lenders;
Security Period	the period starting on the date of this debenture and ending on the day on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.3. Unless the context otherwise requires:

1.3.1. each gender includes the others and the singular and the plural are interchangeable;

1.3.2. references to clauses or Schedules mean to clauses or Schedules of this Deed;

1.3.3. references to persons include individuals, unincorporated bodies, government entities, companies and corporations;

1.3.4. clause headings do not affect their interpretation; and

1.3.5. references to legislation include any modification or re-enactment thereof before the date of this Deed.

1.4. Writing includes email.

2. Borrower's obligation to pay

The Borrower covenants with the Lender that it will pay and discharge to the Lenders the Secured Liabilities when due under the Facility Agreement.

3. Creation of security

3.1. As continuing security for the payment and discharge of the Secured Liabilities the Borrower charges to the Lender with full title guarantee by way of first legal mortgage, all the Mortgaged Property.;

3.2. As continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assign to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:-

3.2.1. the Property Contracts; and

3.2.2. all its rights in any Insurance Policy including any and all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and

3.2.3. the rental income;

Provided that nothing in this clause 3.2 shall constitute the Lender as mortgagee in possession.

4. Borrower's representation and warranties

4.1. The Borrower represents and warrants to the Lender as follows:

4.1.1. ***Ownership:*** The Borrower is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Deed.

4.1.2. ***Adverse claims and covenants:*** The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets and there are no covenants, agreements, conditions, interests rights or other matters which may adversely affect the Charged Assets.

4.1.3. ***Breach of law or regulation:*** The Borrower has at all times complied in all respects with all applicable laws and regulations and has not breached any law or regulation which would adversely affect the Charged Assets.

4.1.4. ***Third Party Rights:*** The Charged Assets are not subject to terms entitling a third party to terminate or limit the use of any facility necessary for the enjoyment and use of the Charged Assets.

4.1.5. ***Overriding interests:*** Nothing has arisen, has been created or is subsisting, which would be an overriding interest in the Mortgaged Property.

4.1.6. ***Liquidation or administration:*** No Encumbrance expressed to be created by this Deed is liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise.

5. Borrower's undertakings and covenants

5.1. The Borrower covenants not, without the prior written consent of the Lender, to:

5.1.1. part with possession of, or transfer, sell, lease, assign or otherwise dispose of all or any of the Charged Assets, or attempt or agree to do so;

5.1.2. create, attempt to create, allow to subsist any mortgage, debenture, charge or pledge, increase the amount secured by the Deed, permit any lien (except a lien arising by operation of law in the ordinary course of trading) or other encumbrance to arise on or affect all or any of the Charged Assets;

5.1.3. permit any person to be registered as proprietor of any of the Charged Assets under the Land Registration Act 2002 or create or permit to arise any unregistered interest which overrides first registration affecting such property within Schedule 1 to that Act, to become entitled to any proprietary right or interest which might affect the value of any land fixtures;

5.1.4. cancel, assign or allow to lapse its interest under any credit sale, hire purchase, leasing, rental, licence or similar agreement and to produce proof of payments due under such agreements on request from the Lender;

5.1.5. do or allow any act or omission which may prejudice the value to the Lender of the Charged Assets; or

5.2. The Borrower covenants that it will, unless, in any case, the Lender has given its written consent otherwise:

5.2.1. carry on its business properly and efficiently and not materially change how it conducts it business;

5.2.2. notify the Lender in writing of any breach of this Deed, the Facility Agreement or any other Security Document, immediately on it becoming aware of such breach;

5.2.3. in relation to the Mortgaged Property and any other of its real property forming party of the Charged Assets, observe all covenants, not enter into any onerous or restrictive obligation, effect or allow any development within the Town and Country Planning Acts, do, allow or omit anything infringing any statute or regulation and maintain and keep them in good and substantial repair;

5.2.4. institute, pursue and defend proceedings relating to the Charged Assets as required to protect their value and apply moneys from such proceedings in discharge of sums due to the Lender;

5.2.5. at its own expense, keep insured any of the Charged Assets to their full replacement value including professional fees and other expenses with reputable insurers approved by the Lender in the name of the Borrower or, at the Lender's request, the joint names of the Borrower and the Lender;

5.2.6. punctually pay all insurance premiums, have the Lenders' interest noted on the policy as loss payee and produce the insurance documents including any receipt on request of the Lender and apply moneys received from insurance in discharge of its obligations under this Deed. If the Borrower does not maintain insurance, the Lender may do so at the Borrower's expense;

5.2.7. punctually pay, and indemnify the Lender against, all moneys due in respect of the Charged Assets;

5.2.8. comply with all statutory, regulatory and other requirements applying to the Charged Assets except where actually or potentially adverse to the Lender's interest, when the Borrower will immediately consult the Lender and make or join the Lender in making such representations as the Lender may request;

5.2.9. deposit with the Lender or its nominee all deeds and documents of title relating to all land, buildings and other real property belonging to the Borrower and insurance policies relating thereto, all certificates and documents of title relating to the Securities and all other documents relating to the Charged Assets as the Lender may request; or

6. Liability of borrower

6.1. The Borrower's liability in respect of the Secured Liabilities shall not be discharged or prejudiced by:

6.1.1. the renewal, determination, variation or increase of the loan under the Facility Agreement or the acceptance or variation of any compromise, arrangement or settlement or the omission to claim or enforcement of payment from any other person by the Lender; or

6.1.2. any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or

6.1.3. any other act or omission which but for this provision might have discharged or otherwise prejudiced the liability of the Borrower.

6.2. The Borrower may not require the Lender to:

6.2.1. enforce any security or other right; or

6.2.2. claim any payment from; or

6.2.3. otherwise proceed;

against any other person before enforcing this Deed against the Borrower.

7. Restriction

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title 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 a written consent signed by the proprietor for the time being of the legal charge dated [18 12] 20[20] favour of HSBB Limited referred to in the charges register; or (if appropriate), signed on such proprietor's behalf by its conveyancer."

8. Enforcement

The Lender may enforce this Deed at any time after:

8.1. the occurrence of an Event of Default; or

8.2. there has occurred any other event which in the Lender's opinion actually or potentially jeopardises the security created by this Deed.

9. Appointment, powers and removal of Receivers

9.1. At any time after the security created by this Deed becomes enforceable the Lender may without further notice appoint in writing any one or more persons to be a receiver or a receiver and manager. Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise).

9.2. The Lender may determine the remuneration of the Receiver.

9.3. The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed receiver continues to act or not.

9.4. The Receiver will be the agent of the Borrower and the Borrower will be solely liable for the acts, defaults, and remuneration of the Receiver unless and until the Borrower goes into liquidation after which the receiver shall act as principal. In no event will the Receiver become the agent of the Lender.

9.5. The Receiver will have and be entitled to exercise all the powers set out in the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Borrower:

9.5.1. in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration;

9.5.2. to grant options, licences or any other whatsoever in the Charged Assets;

9.5.3. to sever fixtures from and to repair, improve and make any alterations to, the Charged Assets;

9.5.4. to exercise any voting rights appertaining to the Borrower;

9.5.5. to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of the Deed; and

9.5.6. to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same;

9.6. Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver.

9.7. Section 109 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

10. Powers of sale, leasing etc

10.1. Section 103 of the Law of Property Act 1925 shall not apply to this Deed but the statutory power of sale will as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this Deed but the Lender will not exercise such power unless the security created by this Deed has become enforceable or after the appointment of a Receiver under clause 0.

10.2. The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended to allow the Lender to grant or surrender leases of any land vested in the Borrower

or in which it has an interest on such terms and conditions as the Lender may think fit provided that the security constituted by this Deed has become enforceable.

10.3. The statutory power of sale exercisable by the Lender is extended to allow the Lender to sever any fixtures from the land and sell them separately.

10.4. No person dealing with the Lender or a Receiver, its agents or delegates will be concerned with whether this Deed has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due upon this Deed, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lender or the Receiver, or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

10.5. Section 93 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

11. New accounts

11.1. On receiving notice that the Borrower has encumbered or disposed of any of the Charged Assets the Lender may rule off the Borrower's account and open a new account in the name of the Borrower.

11.2. If the Lender does not open a new account on receipt of a notice as from that time all payments made to the Lender will be treated as if they had been credited to a new account and will not reduce the amount owing from the Borrower at the time when the notice was received.

12. Attorney

12.1. By way of security the Borrower irrevocably appoints the Lender, whether or not a Receiver has been appointed, and any Receiver separately as Borrower's attorney with full power to appoint substitutes and to delegate in its name and on its own behalf and as its act and deed or otherwise at any time after this security has become enforceable to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act that may be required of the Borrower under this Deed, or may be deemed by such attorney necessary or desirable for any purpose of this Deed or to enhance or perfect the security intended to be constituted by such attorney or to convey or transfer legal ownership of any Charged Assets.

12.2. The Borrower will ratify and confirm all transactions entered into by the Lender or Receiver in the proper exercise of their powers in accordance with this Deed and all transactions entered into by the Lender or the Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid.

13. Application of moneys received

13.1. Any money received under this Deed will, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:

13.1.1. in satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver and of the remuneration of the Receiver;

13.1.2. in or towards satisfaction of the Secured Liabilities; and

13.1.3. as to the surplus, if any, to the person or persons entitled to it.

13.2. The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Liabilities, place and keep to the credit of a separate or suspense account any money received, recovered or realised by the Lender by virtue of this Deed for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Liabilities.

14. Indemnity

14.1. The Borrower will indemnify the Lender against all and any costs, charges and expenses arising:

14.1.1. out of any of the assets charged or assigned pursuant to clause 3 resulting in the Borrower or the Lender or the Receiver infringing or allegedly infringing any third party rights; and

14.1.2. in relation to any proceedings referable to the Borrower brought against the Lender and/or the Receiver or to which the Lender and/or the Receiver may be joined whether as the plaintiff or defendant that relate to any of the Charged Assets.

14.2. The Borrower agrees that if it fails to pay any moneys in respect of the Charged Assets or to take (or not take) any action which might diminish the value of the Charged Assets to the Lender, the Lender may pay such monies or take such action and recover the cost from the Borrower.

14.3. The Borrower indemnifies the Lender and its agents fully at all times against any claim, liability, loss or expense incurred by the Lender directly or indirectly as a result of any delay or failure of the Borrower in complying with clause 5 or with any law, regulation, directive or code of practice applicable to the Borrower or to its business or the Charged Assets or relating to the protection of the environment or to health and safety matters.

14.4. Without prejudice to the generality of this clause the costs recoverable by the Lender and/or any Receiver under this Deed shall include:

14.4.1. all costs incurred by the Lender and the beneficiaries in preparing and administering this Deed or perfecting the security created by it;

14.4.2. all costs, whether or not allowable on a taxation by the courts, of all proceedings for the enforcement of this Deed or for the recovery or attempted recovery of the Secured Liabilities;

14.4.3. all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this Deed; or

14.4.4. all costs and losses arising from any default by the Borrower in the payment when due of any of the Secured Liabilities or the performance of its obligations under this Deed.

14.5. Any overdue amounts secured by the Deed will carry interest at the Default Rate. Interest will accrue on a day-to-day basis to the date of repayment in full and, if unpaid, will be compounded with quarterly rates on the Lender's usual quarter days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment.

14.6. Money received or held by the Lender pursuant to this debenture may, from time to time after demand of all or any part of the Secured Liabilities has been made, be converted into such currency as the Lender considers necessary or desirable to discharge the Secured Liabilities in that currency at the Lender's then prevailing spot rate of exchange, as conclusively determined by the Lender, for purchasing the currency to be acquired with the existing currency.

15. Release

15.1. Subject to clause 15.2, the Lender will, at the request and cost of the Borrower, execute all documents as the Borrower may reasonably require to release the Charged Assets from the security constituted by this Deed.

15.2. Any release, discharge or settlement between the Lender and the Borrower will be conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and the Lender or its nominee will be at liberty to retain this Deed and the security created by or pursuant to this Deed, including all certificates and documents relating to the whole or any part of the Charged Assets, for such period as the Lender may deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund and the Lender will be entitled to recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred.

16. Continuing security

This Deed will remain as continuing security in favour of the Lender, regardless of the settlement of any account or any other matter whatever and will be without prejudice and in addition to any and all other rights, remedies or security which is or are in place now or in the future in respect of any Charged Assets in favour of the Lender for the payment of an Indebtedness.

17. Further security

The Borrower will on the demand of the Lender execute and deliver to the Lender at the cost of the Borrower any document that the Lender reasonably requires further to secure the payment of the Secured Liabilities, or to create, enhance or perfect any fixed security over any of the Charged Assets or to give full effect to this debenture or to vest title to any of the Charged Assets in the Lender or the Lender's nominee or any purchaser.

18. Certificate by the Borrower

The Borrower hereby certifies that the execution of this Deed and the creation of the security hereunder has been approved by resolution of the directors of the Borrower at a duly convened meeting of such directors and does not contravene any provisions of the Memorandum and Articles of Association

19. Miscellaneous

19.1. Variation

Variations to this Deed will only have effect when agreed in writing by the parties' authorised representatives.

19.2. Severability

The unenforceability of any part of this Deed will not affect the enforceability of any other part.

19.3. Waiver

Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

19.4. Further assurance

Each party will, at the cost of the Borrower, do all further acts and execute all further documents necessary to give effect to this Deed.

19.5. Rights of third parties

This Deed is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

19.6. Assignment and subcontracting

19.6.1. The Lender may assign any of its rights under this Deed or transfer all its rights or obligations by novation to a third party.

19.6.2. The Borrower may not assign any of it rights or transfer any rights or obligations under this Deed.

19.7. Entire agreement

This Deed and documents referred to in it represent the entire agreement between the parties and supersede all previous agreements, term sheets and understandings relating to the Loan whether written or oral.

19.8. Succession

This Deed will bind and benefit each party's successors and assignees.

19.9. Counterparts

This Deed may be signed in any number of separate counterparts. Each, when executed and delivered by a party, will be an original; all counterparts will together constitute one instrument.

20. Notices

20.1. Notices under this Deed will be in writing and sent to the persons and addresses in clause 20.2. They may be given, and will be deemed received:

20.1.1. by first-class post: two (2) Business Days after posting;

20.1.2. by airmail: seven (7) Business Days after posting; and

20.1.3. by hand: on delivery.

20.2. Notices will be sent:

20.2.1. to the Borrower at: its registered office address; and

20.2.2. to the Lender at his address stated at the start of this Agreement,

21. Confidential Information

21.1. The Lender may disclose:

21.1.1. on a confidential basis to a subsidiary and any actual or potential assignee, transferee or sub-participant of its rights or obligations under this agreement in addition to any publicly available information such information about the Borrower as the Lender shall consider appropriate; and

21.1.2. any information about the Borrower to any person to the extent that it is required to do so by any applicable law, regulation or court order.

21.2. Subject to clause 21.1, neither party will, without the other's prior written consent, disclose:

21.2.1. the terms of this Deed;

21.2.2. any information relating to the customers, suppliers, methods, products, plans, finances, trade secrets or otherwise to the business or affairs of the other party; and

21.2.3. any information developed by either party in performing its obligations under, or otherwise pursuant to this Deed,

21.2.1, 21.2.2 and 21.2.3 together **Confidential Information**.

21.3. Neither party will use the other's Confidential Information except to perform this Deed.

21.4. Disclosure of Confidential Information may be made to a party's:

21.4.1. officers;

21.4.2. employees;

21.4.3. professional advisers; and

21.4.4. consultants and other agents,

on condition that the party disclosing is responsible for compliance with the obligations of confidence hereunder.

21.5. Confidential Information does not include information which:

21.5.1. is or becomes public other than by breach of this Deed;

21.5.2. was known to the other party before this Deed without breach of confidence;

21.5.3. is independently developed by or becomes available to the other party without using any information supplied by the first party; or

21.5.4. is required to be disclosed by law or regulatory authority.

21.6. On termination of this Deed all confidential information relating to or supplied by a party and which is or should be in the other's possession will be returned by the other or (at the first party's option) destroyed and certified by an officer of the party destroying as destroyed.

21.7. This clause 21 will remain in force for a period of five (5) years from the date of this Deed.

22. Governing law and jurisdiction

22.1. This Deed and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

22.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

THE SCHEDULE
MORTGAGED PROPERTY

Description and address
The freehold property being 4 Caldy Road, Wirral, CH48 2HG registered at HM Land Registry with absolute title under title number MS70744

IN WITNESS whereof this Deed is executed as a deed by both parties and is delivered on the date stated above.

SIGNED as a deed, and delivered when
dated, by **BLUEOAK ESTATES (CALDY) LIMITED** .....
acting by a director in the presence of Director

Witnessed by:

Signature .....

Name: Joshua Jones

Address: VERYAN HANNS HALL RD VILLASTON CH64 7TG

Occupation: financial controller

SIGNED as a deed, and delivered when
dated, by **HSBB LIMITED** .....
acting by a director in the presence of Director

Witnessed by:
Signature .....

Name: JOSHUA JONES

Address: VERYAN HANNS HALL RD VILLASTON CH64 7TG

Occupation: financial controller