



Registration of a Charge

Company Name: **ELMSROSE LIMITED**

Company Number: **12126988**



Received for filing in Electronic Format on the: **27/02/2023**

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Details of Charge

Date of creation: **16/02/2023**

Charge code: **1212 6988 0006**

Persons entitled: **MINT PROPERTY FINANCE LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 106 ELMS LANE, WEMBLEY HA0 2NP AS TITLE TO THE SAME IS REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER NGL590827.**

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: **RATIO LAW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12126988

Charge code: 1212 6988 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2023 and created by ELMSROSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th February 2023 .

Given at Companies House, Cardiff on 28th February 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**

Sols Ref: MIN001
Mint Case Ref: CA082047

ELMSROSE LIMITED

- and -

MINT PROPERTY FINANCE LIMITED

LEGAL MORTGAGE

BY

Corporate Borrower

of

106 Elms Lane, Wembley HA0 2NP

THIS DEED is dated 16th February 2023

PARTIES

- (1) **ELMSROSE LIMITED** incorporated and registered in England and Wales with company number 12126988 whose registered office is at 102-104 High Road, Tottenham, London N15 6JR (**Borrower**)
- (2) **MINT PROPERTY FINANCE LIMITED** incorporated and registered in England and Wales with company number 09228238 whose registered office is at Peel House, 30 The Downs, Altrincham, Cheshire WA14 2PX (**Lender**).

BACKGROUND

- (A) The Lender has provided or may provide the Borrower with loan facilities on a secured basis.
- (B) The Borrower owns the Property.
- (C) This Legal Charge provides security which the Borrower has agreed to give the Lender for any and all such loan facilities as have been made available or are to be made available to the Borrower and for all liabilities and obligations of the Borrower to the Lender and/or, unless or until the Lender is not a Group Company, to any Group Company, arising under any and all other existing and/or future agreements, deeds or documents entered into by the Borrower.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this Legal Charge:

Affiliate:	in relation to any corporate body, a Subsidiary of that body or a Holding Company of that body or any other Subsidiary of that body's Holding Company;
Business Day:	a day other than a Saturday or Sunday or a public holiday in England on which banks are open for general business in London;
Certificate of Title:	any report on or certificate of title relating to the Property supplied to the Lender whether by the Borrower's solicitors or the Lender's solicitors;
Charged Assets:	all the assets, property and undertaking from time to time of the Borrower which are subject to any Security Interest created or expressed to be created in favour of the Lender by or pursuant to this legal charge (and references to the Charged Assets shall include references to any part of them);
Delegate:	any person appointed by the Lender or any Receiver under clause 17 and any person appointed as attorney of the Lender, Receiver or Delegate;
Environment:	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within

	buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;
Environmental Law:	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments or decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the protection of human health or the Environment;
Environmental Licence:	any permit, licence, authorisation, consent or other approval required under any Environmental Law in respect of any of the Charged Assets;
Event of Default:	an event or circumstance giving rise to a right of the Lender or any Group Company, under arrangements between the Borrower and the Lender or any Group Company, to give notice to the Borrower making any of the Secured Liabilities immediately due for repayment;
Financial Collateral:	Financial Collateral as defined in the Financial Collateral Regulations;
Financial Collateral Regulations:	the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);
Group:	MBS Holdco Limited (company number 12113166), Mint Property Finance Group Limited (company number 11975191), MHS Finance Limited (company number 08502037), and any of their Affiliates from time to time but excluding Mint Bridging (2) Limited (company number 12574069);
Group Company:	each member of the Group;
Holding Company:	a parent undertaking as defined by section 1162 of the Companies Act 2006;
Insurance Policy:	each contract and policy of insurance effected or maintained by the Borrower from time to time relating to the Property;
LPA 1925:	the Law of Property Act 1925;
LTT:	Land Transaction Tax;
LTT Return:	Land Transaction Tax Return;
Permitted Prior Security:	A Security Interest which ranks in priority before the Charged Assets and which subsists or is constituted with the written consent of the Lender;

Property:	the freehold or leasehold property (whether registered or unregistered) owned by the Borrower described in the Schedule to this Legal Charge;
Receiver:	a receiver or receiver and manager appointed by the Lender under clause 15;
SDLT:	Stamp Duty Land Tax;
Related Rights:	<ul style="list-style-type: none"> (a) the proceeds of sale of any part of any of the Charged Assets; (b) all rights under any licence, agreement for sale or agreement for lease in respect of any of the Charged Assets; (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of any of the Charged Assets; and (d) any income, monies and proceeds paid or payable in respect of any of the Charged Assets;
Rental Income:	all amounts paid or payable to or for the account of the Borrower in connection with the letting, licence or grant of other rights of use or occupation of all or any part of the Property;
Secured Liabilities:	all monies, obligations and liabilities of any kind whatsoever, and howsoever arising, owed by the Borrower to the Lender or, unless or until the Lender is not a Group Company, to any Group Company, whether now or in the future, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, including all interest accruing in respect of such monies, obligations and liabilities, both before and after any default or judgment;
Security Financial Collateral Arrangement:	a Security Financial Collateral Arrangement as defined in the Financial Collateral Regulations;
Security Interest:	a mortgage, charge, pledge, lien, assignment by way of security, or other security interest (in each case whether equitable or legal) securing any obligation of any person, or any other agreement or arrangement having a similar effect;
Security Period:	the period starting on the date of this Legal Charge and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding;

Subsidiary:	a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.
VAT:	value added tax;
WRA:	Welsh Revenue Authority.

1.1. Interpretation

In this Legal Charge:

- (a) clause, schedule and paragraph headings shall not affect the interpretation;
- (b) a reference to a person shall include a reference to an individual, firm, company, partnership, limited liability partnership, corporation, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) where two or more persons are the Borrower, each of them makes, and each of them shall be separately liable as well as jointly liable with the others under, any each and every covenant on the part of the Borrower in this Legal Charge;
- (d) unless the context otherwise requires, words in the singular shall include the plural and vice versa;
- (e) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (f) unless the context otherwise requires, the expressions the Borrower and the Lender include (if any) their respective successors in title, transferees and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons;
- (g) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (h) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to this Legal Charge (or any provision of it) or to any other agreement or document is a reference to this Legal Charge, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Legal Charge) from time to time;
- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to this Legal Charge;
- (l) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an amendment includes a novation, re-enactment, supplement or variation (and amend and amended shall be construed accordingly);

- (n) a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (p) a reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (q) a reference to determines or determined means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (r) a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.2. Clawback

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Legal Charge.

1.3. Nature of security over real property

A reference in this Legal Charge to a charge or mortgage of or over the Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time;
- (b) the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property, and any monies paid or payable in respect of those covenants; and
- (d) all rights under any lease, licence, agreement for sale or agreement for lease in respect of the Property.

1.4. Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms set out in and referred to in any document giving rise to the Secured Liabilities are incorporated into this Legal Charge.

1.5. Perpetuity Period

If the rule against perpetuities applies to any trust created by this Legal Charge, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.6. Schedule

The Schedule forms part of this Legal Charge and shall have effect as if set out in full in the body of this Legal Charge. Any reference to this Legal Charge includes the Schedule.

2 COVENANT TO PAY

- 2.1** The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they have become due.
- 2.2** The Borrower shall pay interest to the Lender, both before and after any judgment or any liquidation, winding up or administration of the Borrower, on all sums demanded under this Legal Charge from the date of demand by the Lender until but excluding the date of actual payment.
- 2.3** Interest under clause 2.2 shall accrue on a day-to-day basis, calculated at the monthly rate of 3%, multiplied by 12 and divided by 365 to produce a daily rate, and shall be compounded, by being added to the balance on which interest is to be calculated and charged, on the last Business Day of each calendar month.
- 2.4** The Lender shall not be entitled to recover any amount in respect of interest calculated by reference to the same period under both this Legal Charge and any other arrangements between the Borrower and the Lender or any Group Company in respect of any failure by the Borrower to make any payment in respect of the Secured Liabilities.

3 GRANT OF SECURITY

3.1 Legal mortgage and fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender:

- (a) by way of legal mortgage, the Property; and
- (b) by way of fixed charge, all estates in any freehold or leasehold property now or subsequently owned by the Borrower (to the extent that they are not the subject of a charge by way of legal mortgage under paragraph (a) above); and
- (c) by way of fixed charge:
 - (i) all rights, interests and claims in the Insurance Policy and Rental Income other than those validly and effectively assigned under clause 3.2; and
 - (ii) all Related Rights other than those validly and effectively assigned under clause 3.2; and
- (d) by way of specific equitable charge, all estates or interest in any freehold and leasehold property (to the extent that they are not the subject of a charge by way of legal mortgage or fixed charge under paragraphs (a) or (b) above) now or subsequently owned by the Borrower and/or the proceeds of sale thereof.

3.2 Assignment by way of security

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

- (a) all its rights and interests under each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy;

(b) the Rental Income and the benefit of any guarantee or security in respect of the Rental Income; and

(c) any and all Related Rights,

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

4 LAND REGISTRATION ENTRIES AND REGISTRATION

4.1 Restriction on subsequent dispositions of Property

The Lender and the Borrower apply to the Land Registrar to enter on the register, against the title to each property included in the Property, a restriction that:

“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 16th February 2023 in favour of Mint Property Finance Limited referred to in the charges register or their conveyancer”.

4.2 Further Advances

The Lender is obliged to make further advances and the Lender applies to the Land Registrar for a note to be entered on the register to that effect against the title to each property included in the Property.

4.3 First Registration

If the title to the Property is not registered at the Land Registry, the Borrower shall ensure that no person other than itself shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property without the prior written consent of the Lender.

4.4 Cautions against first registration and notices

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is entered against the Borrower's title to the Property, the Borrower shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Legal Charge, the Borrower shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5 LIABILITY OF THE BORROWER

5.1 Liability not discharged

The Borrower's liability under this Legal Charge in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause 5.1, might have discharged, or otherwise

prejudiced or affected, the liability of the Borrower.

5.2 Immediate recourse

The Borrower waives any right the Borrower might otherwise have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Legal Charge against the Borrower.

6 REPRESENTATIONS AND WARRANTIES

6.1 Times for making representations and warranties

The Borrower makes the representations and warranties set out in this clause 6 to the Lender on the date of this Legal Charge and they are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances subsisting at the time of repetition.

6.2 Ownership of Charged Assets

The Borrower is the sole legal and beneficial owner of the Charged Assets and has good, valid and marketable title to the Property.

6.3 No other Security Interests

The Charged Assets are free from any Security Interest other than Permitted Prior Security and the Security Interest constituted by this Legal Charge.

6.4 No adverse claims

The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Assets or any interest in them.

6.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Assets.

6.6 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Charged Assets.

6.7 No interference with enjoyment

No facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail their use.

6.8 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in the Property.

6.9 No prohibition or breaches

There is no prohibition on the Borrower assigning its rights in any of the Charged Assets referred to in clause 3.2 and the entry into of this Legal Charge by the Borrower does not, and will not, constitute a breach of any policy, agreement, document, instrument or obligation binding on the Borrower or its assets.

6.10 Environmental compliance

The Borrower has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences.

6.11 Information for valuations and Certificates of Title

- (a) All written information provided by the Borrower or on its behalf for the purpose of any and every valuation of the Property and for the purpose of each Certificate of Title was true and accurate in all material respects as at the date on which it was provided.
- (b) The information referred to in clause 6.11(a) was, as at the date on which it was provided, complete and the Borrower did not omit to provide any information which, if disclosed, would have adversely affected such valuation or Certificate of Title.
- (c) Nothing has occurred between the date the information referred to in clause 6.11(a) was provided and the date of this Legal Charge that would adversely affect such valuation or Certificate of Title.
- (d) Factual and financial information provided by or on behalf of the Borrower in connection with any loan facilities provided or to be provided by the Lender to the Borrower and this Legal Charge are true and accurate in all material respects as at the date they were or are provided and there has been no material adverse change in the business, assets or financial condition of the Borrower since the date the information was provided.

6.12 Avoidance of security

The security expressed to be created by this Legal Charge is not liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise.

6.13 Enforceable security

This Legal Charge constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Charged Assets in accordance with its terms.

7 DELIVERY OF DOCUMENTS AND NOTICES

7.1 Title documents

The Borrower shall, on or before the execution of this Legal Charge, deposit with the Lender and the Lender shall, for the duration of the Security Period, be entitled to hold:

- (a) all deeds and documents of title relating to the Charged Assets that are in the possession or control of the Borrower (and if these are not within the possession or control of the Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title); and
- (b) each Insurance Policy.

7.2 Notices to be given by the Borrower

- (a) The Borrower shall immediately on written request by the Lender give notice to the relevant insurers of the assignment to the Lender of the Borrower's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 3.2 and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.
- (b) The Borrower shall obtain the Lender's prior approval of the form of any notice or

acknowledgement to be used under clause 7.2(a).

8 CHARGED ASSETS COVENANTS

8.1 Payment of Property purchase taxes

- (a) Where a Loan is made wholly or partly for the purpose of purchasing the whole or any part of the Property, the Borrower shall:
- (i) where the Property is situated in England, submit a correct and complete SDLT Return to HMRC on-line immediately after completion and pay immediately to HMRC by bank transfer all SDLT payable in connection with the purchase and any linked transactions;
 - (ii) where the Property is situated in Wales, submit a correct and complete LTT Return to the WRA on-line immediately after completion and pay immediately to the WRA by bank transfer all LTT payable in connection with the purchase and any linked transactions.
- (b) The Borrower hereby, irrevocably and by way of security, authorises the Lender and/or the Lender's Solicitors, where the Borrower fails to submit a correct and complete SDLT return to HMRC or fails to submit a correct and complete LTT Return to the WRA in accordance with clause 8.1(a) above, to submit an appropriate SDLT Return and/or LTT Return to HMRC or the WRA as the case may be (but neither the Lender nor the Lender's Solicitors shall have any obligation to do so).
- (c) The Borrower hereby, irrevocably and by way of security, authorises the Lender, where the Borrower fails to pay to HMRC all SDLT or to pay to the WRA all LTT, as applicable, in connection with the purchase and any linked transactions in accordance with clause 8.1(a) above, to pay such SDLT or LTT as agent for the Borrower (but the Lender shall have no obligation to do so).
- (d) The Borrower shall immediately, on demand, pay to and reimburse the Lender a sum equal to the amount of SDLT or LTT paid to HMRC and/or the WRA under clause 8.1(c) above, interest shall be payable on that sum in accordance with clauses 2.2 and 2.3, and such amounts shall be secured by this legal charge as part of the Secured Liabilities.

8.2 Repair and maintenance

The Borrower shall keep the Property in good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings that have become worn out or otherwise unfit for use with others of a like nature and equal value.

8.3 No alterations

The Borrower shall not alter the Property, or carry out any works at or upon the Property, or permit alterations or works to or upon the Property without the Lender's prior written consent, which consent may be withheld in the Lender's absolute discretion.

8.4 Development restrictions

The Borrower shall not, without the prior written consent of the Lender (or save as previously disclosed to the Lender prior to the date of this Legal Charge):

- (a) make or permit others to make any application, in so far as the Borrower is able to restrain others from making an application, for planning permission or development consent in respect of the Property; or
- (b) carry out, or permit or suffer to be carried out, on the Property any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit, or suffer to be changed, the use of the Property.

8.5 Leases and licenses affecting the Property

- (a) Where the Property, or any part of it, is subject to a lease, tenancy or right of occupation:
 - (i) the Borrower must not vary or accept the surrender of any lease, tenancy or right of occupation over the Property or that part of the Property which is subject to a lease, tenancy or right of occupation, or agree to do so, without the Lender's prior written consent; and
 - (ii) the Borrower must promptly give notice to the Lender of any of the following events:
 - i. a tenant is more than 14 days' in arrears with the rent;
 - ii. a tenant gives notice to terminate the tenancy or lease;
 - iii. the Borrower intends to forfeit the lease or tenancy agreement;
 - iv. the Borrower has reason to believe that the lessee or tenant is or may be insolvent;
 - v. the lessee or tenant requests any change to the terms of the tenancy or lease, including any reduction in rent.
- (b) The Borrower shall not, without the prior written consent of the Lender (which consent in the case of paragraph (iv) below is not to be unreasonably withheld or delayed if under the terms of the relevant lease or licence or by law the Borrower may not unreasonably withhold or delay its consent):
 - (i) grant any licence, tenancy or lease affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence, tenancy or lease, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);
 - (ii) in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property);
 - (iii) let any person into occupation or possession of or share occupation or possession of the whole or any part of the Property; or

- (iv) grant any consent or licence under any lease or licence affecting the Property.

8.6 Notice of damage

The Borrower shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

8.7 No restrictive obligations

The Borrower shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

8.8 Proprietary rights

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

8.9 Compliance with and enforcement of covenants

The Borrower shall:

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and
- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

8.10 Notices of claims relating to the Property

(a) The Borrower shall:

- (i) give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of it; and
- (ii) (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any such notice, order, direction, designation, resolution, application, requirement or proposal and make, or join with the Lender in making, any objections or representations in respect of it that the Lender thinks fit.

- (b) The Borrower shall give full particulars to the Lender of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

8.11 Not to acquire superior interest

The Borrower shall not, where the Property is leasehold, acquire any legal or equitable interest in any reversionary interest in the lease under which the Borrower holds the Property or any other superior interest in the Property.

8.12 Payment of rent and outgoings

The Borrower shall:

- (a) where the Property, or part of it, is leasehold, duly and punctually pay all rents due from time to time; and
- (b) pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on any occupier of the Property.

8.13 Rent reviews

- (a) The Borrower shall, if the Property is subject to occupational leases or licences, implement any upwards rent review provisions and shall not, without the prior written consent of the Lender, agree to any change in rent to less than the open market rental value of the relevant part of the Property.
- (b) The Borrower shall not, without the prior written consent of the Lender, if the Property is leasehold, agree to any change in the rent payable under the lease in excess of the open market rental value and shall only agree to any upwards rent review in accordance with the terms of the lease.

8.14 Environment

The Borrower shall in respect of the Property:

- (a) comply with all the requirements of Environmental Law; and
- (b) obtain and comply with all Environmental Licences.

8.15 Conduct of business on Property

The Borrower shall carry on its trade and business on those parts (if any) of the Property which are used for the purposes of the Borrower's trade or business in accordance with the standards of good management from time to time current in such trade or business.

8.16 Inspection

The Borrower shall permit the Lender, any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

8.17 VAT option to tax

The Borrower shall not, without the prior written consent of the Lender:

- (a) exercise any VAT option to tax in relation to the Property; or
- (b) revoke any VAT option to tax exercised, and disclosed to the Lender in writing, before the date of this Legal Charge.

8.18 Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of the Lender:

- (a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Asset other than any security created by or pursuant to this Legal Charge or any Permitted Prior Security;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to

- do so), all or any part of, or any interest in, the Charged Assets; or
- (c) create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party.

8.19 Preservation of Charged Assets

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by or pursuant to this Legal Charge.

8.20 Compliance with laws and regulations

- (a) The Borrower shall not, without the Lender's prior written consent, use or permit the Charged Assets to be used in any way contrary to law.
- (b) The Borrower shall:
- (i) comply with the requirements of any law or regulation relating to or affecting the Charged Assets or the use of them or any part of them;
 - (ii) obtain, and promptly renew from time to time, and comply with the terms of all consents or authorisations that are required in connection with the Charged Assets or their use or that are necessary to preserve, maintain or renew any Charged Asset; and
 - (iii) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Charged Assets.

8.21 Enforcement of rights

The Borrower shall use its best endeavours to:

- (a) procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Charged Assets of the covenants and other obligations imposed on such counterparty; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Assets that the Lender may require from time to time.

9 RENTAL INCOME COVENANTS

9.1 Collection of and dealings with Rental Income

The Borrower shall not deal with the Rental Income except by getting it in and realising it in the ordinary and usual course of its business.

9.2 Notice of assignment of rental income

The Borrower shall, promptly following the occurrence of an Event of Default, give notice to the relevant tenant and any relevant guarantor or other surety of the assignment under clause 3.2 of the Borrower's rights to and interest in the Rental Income and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.

10 Insurance Covenants

10.1 Insurance

- (a) The Borrower shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Charged Assets against:
 - (i) loss or damage by fire or terrorist acts, including any third-party liability arising from such acts;
 - (ii) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and
 - (iii) any other risk, perils and contingencies as the Lender may reasonably require.
- (b) Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Lender and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Charged Asset (meaning, in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years, including provision for increases in rent during the period of insurance.
- (c) The Borrower shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to any insurance required by clause 10.1(a) (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).
- (d) The Borrower shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed on or the Lender is named as composite insured in respect of its own separate insurable interest under each Insurance Policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with clause 10.1(a) but without the Lender having any liability for any premium in relation to any such Insurance Policy unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of that Insurance Policy.
- (e) The Borrower shall ensure that each Insurance Policy effected or maintained by it or any person on its behalf in accordance with clause 10.1(a) contains:
 - (i) a loss payee clause under which the Lender is named as first loss payee (other than in respect of any claim under any public liability and third-party liability insurances);
 - (ii) terms ensuring that it cannot be avoided or vitiated as against the Lender by reason of the act or default of any other insured party or any misrepresentation, non-disclosure or failure to make a fair presentation of risk by any other insured party;
 - (iii) a waiver of each insurer's rights of subrogation against the Borrower, the Lender and the tenants of the Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of the Property or any

Insurance Policy; and

- (iv) terms ensuring that no insurer can repudiate, rescind or cancel it, treat it as avoided in whole or in part nor treat it as expired due to non-payment of premium without giving at least 30 days' prior written notice to the Lender.

10.2 Pay premiums

The Borrower shall:

- (a) promptly pay all premiums in respect of each Insurance Policy required by 10.1(a) and do all other things necessary to keep that policy in full force and effect; and
- (b) if the Lender so requires give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy required by clause 10.1(a) (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).

10.3 Not invalidate insurance

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy required by clause 10.1(a).

10.4 Application of insurance proceeds

All monies payable under any Insurance Policy required by clause 10.1(a) shall (whether or not the security constituted by this Legal Charge has become enforceable):

- (a) be paid immediately to the Lender;
- (b) if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower as trustee of the same for the benefit of the Lender; and

be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this Legal Charge has become enforceable and, if the Lender so directs, in or towards discharge or reduction of the Secured Liabilities.

11 Related Rights Covenants

11.1 Comply with obligations

The Borrower shall, unless the Lender agrees otherwise in writing, comply with any and all obligations of the Borrower in respect of any Related Rights.

11.2 No waiver of rights

The Borrower shall not, without the prior written consent of the Lender, waive any requirement of, or its rights under, any Related Rights.

11.3 No amendment or termination

The Borrower shall not, without the prior written consent of the Lender, amend, terminate, permit termination of, settle, compromise, rescind or discharge (except by performance) any Related Rights.

11.4 No abandoning of actions or claims

The Borrower shall not, without the prior written consent of the Lender, abandon, waive, dismiss,

release or discharge any action, claim or proceedings against any counterparty or other person in connection with any Related Rights.

12 POWERS OF THE LENDER

12.1 Power to remedy

- (a) The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations under this Legal Charge.
- (b) The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this Legal Charge shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with clause 19.1.
- (d) In remedying any breach in accordance with this clause 12.1, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any such action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development without thereby becoming a mortgagee in possession.

12.2 Exercise of rights

The rights of the Lender under clause 12.1 are without prejudice to any other rights of the Lender under this Legal Charge. The exercise of any rights of the Lender under this Legal Charge shall not make the Lender liable to account as a mortgagee in possession.

12.3 Lender has receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Legal Charge (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this Legal Charge has become enforceable, be exercised by the Lender in relation to any of the Charged Assets whether or not it has taken possession of any Charged Asset and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

12.4 Conversion of currency

- (a) For the purpose of, or pending, the discharge of any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this Legal Charge (including the proceeds of any previous conversion under this clause 12.4) from their existing currency into any other currency at such rate or rates of exchange and at such time as the Lender thinks fit.
- (b) Each reference in this clause 12.4 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

12.5 New accounts

- (a) If the Lender receives, or is deemed to have received, notice of any subsequent Security Interest affecting all or part of the Charged Assets, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

- (b) If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 12.5(a), then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

12.6 Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Legal Charge (whether or not any such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Legal Charge or to the liability of the Borrower for the Secured Liabilities.

13 WHEN SECURITY BECOMES ENFORCEABLE

13.1 Security becomes enforceable on Event of Default

The security constituted by this Legal Charge shall become immediately enforceable if an Event of Default occurs.

13.2 Discretion

After the security constituted by this Legal Charge has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Assets.

14 ENFORCEMENT OF SECURITY

14.1 Enforcement powers

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Legal Charge.
- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Legal Charge) shall be immediately exercisable at any time after the security constituted by this Legal Charge has become enforceable under clause 13.1.
- (c) Section 103 of the LPA 1925 does not apply to the security constituted by this Legal Charge.

14.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this Legal Charge has become enforceable, whether in its own name or in that of the Borrower, to:

- (a) grant a lease or agreement for lease of the whole or any part of the Property;
- (b) accept surrenders of leases of the whole or any part of the Property; or
- (c) grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender), as the

Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

14.3 Redemption of prior security

- (a) At any time after the security constituted by this Legal Charge has become enforceable, or after any powers conferred by any Security Interest having priority to this Legal Charge shall have become exercisable, the Lender may:
- (i) redeem any prior Security Interest over any Charged Asset;
 - (ii) procure the transfer of that Security Interest to itself; and
 - (iii) settle and pass the accounts of the holder of any prior Security Interest (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower).
- (b) The Borrower shall pay to the Lender immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer as is referred to in clause 14.3(a) above, and such amounts shall be secured by this Legal Charge as part of the Secured Liabilities.

14.4 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or any Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Lender, any Receiver or any Delegate is to be applied.

14.5 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

14.6 No liability as mortgagee in possession

Neither the Lender nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Charged Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

14.7 Relinquishing Possession

If the Lender or any Receiver or Delegate enters into or takes possession of a Charged Asset, it or he or she may at any time relinquish possession.

14.8 Conclusive discharge to purchasers

The receipt by the Lender, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Assets or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver and Delegate may do so for

any consideration, in any manner and on any terms that it thinks fit.

14.9 Right of appropriation

(a) To the extent that:

- (i) the Charged Assets constitute Financial Collateral; and
- (ii) this Legal Charge and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,

the Lender shall have the right, at any time after the security constituted by this Legal Charge has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine.

- (b) The value of any Charged Asset appropriated in accordance with clause 14.9(a) shall be the price of that Charged Asset at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation).
- (c) The Borrower agrees that the methods of valuation provided for in clause 14.9(b) are commercially reasonable for the purposes of the Financial Collateral Regulations.

15 RECEIVERS

15.1 Appointment

At any time after the security constituted by this Legal Charge has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint any one or more persons to be a Receiver of all or any part of the Charged Assets. The appointment may be made by deed or in writing signed by any one of the Lender's directors, officers or managers.

15.2 More than one receiver

- (a) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Legal Charge or by statute individually and to the exclusion of any other Receiver.
- (b) If more than one person is appointed Receiver pursuant to this Legal Charge then if any one of them is removed from office, resigns, dies, or for any other reason ceases to be able to act as Receiver, the other person or persons appointed Receiver shall continue in office as Receiver with authority to exercise all the powers of a receiver given by this Legal Charge or by statute or otherwise.

15.3 Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

15.4 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured

by this Legal Charge, to the extent not discharged by the Borrower or out of the proceeds of any realisation of this Legal Charge.

15.5 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Legal Charge shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

15.6 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Legal Charge or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Assets.

15.7 Agent of the Borrower

Any Receiver appointed by the Lender under this Legal Charge shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The Receiver may exercise his or her powers in the name of the Borrower or otherwise.

15.8 Exclusion of powers

The Lender may either in a Receiver's appointment or from time to time afterwards in writing exclude any one or more of the powers mentioned in clause 16.

16 POWERS OF RECEIVER

16.1 Powers additional to statutory powers

- (a) Any Receiver appointed by the Lender under this Legal Charge shall, in addition to the rights, powers and discretions conferred on him or her by statute, have the rights, powers and discretions set out in clause 16.2 to clause 16.22.
- (b) Such a Receiver shall have all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether he or she is an administrative receiver or not.

16.2 Repair and develop the Property

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

16.3 Grant or accept surrenders of leases

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms, and subject to any conditions, that he or she thinks fit.

16.4 Vary or surrender leases

A Receiver may, if the Property is leasehold, vary the terms of or surrender the lease and/or take a new lease of the Property or of any part of the Property and/or exercise any rights of the Borrower to extend or renew the lease of the Property or to acquire the freehold or any superior interest in the Property (or any interest in either of them) on such terms as he or she shall reasonably think fit and so

that any such new lease, freehold or superior interest (or any interest in them) in the Property shall, from its commencement or acquisition, become charged to the Lender on the terms of this legal charge so far as applicable, and execute a formal legal charge over any such new lease freehold or superior interest (or any interest in them) in favour of the Lender in such form as the Lender may reasonably require.

16.5 Employ personnel and advisers

(a) A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he or she thinks fit.

(b) A Receiver may discharge any such person or any such person appointed by the Borrower.

16.6 Make and revoke VAT options to tax

A Receiver may make, exercise or revoke any VAT option to tax as he/she thinks fit.

16.7 Charge for remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him or her) that the Lender may prescribe or agree with him or her.

16.8 Take possession

A Receiver may take possession of, collect and get in the Charged Assets or any part of them in respect of which he or she is appointed and make such demands and take such proceedings and he or she considers to be expedient for that purpose;

16.9 Acquisition of prior interest

A Receiver may, after giving the Borrower notice, buy or pay for the release of any interest which another person has in the Charged Assets if that interest has (or may have) priority over this Legal Charge, whereupon any money paid to buy or release another person's interest in the Charged Assets will form part of the Secured Liabilities.

16.10 Manage or reconstruct the Borrower's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower carried on at the Property.

16.11 Dispose of Charged Assets

A Receiver may grant options and licences over all or any part of the Charged Assets, grant any other interest or right over, sell, exchange, assign or lease (or concur in granting options and licences over all or any part of the Charged Assets, granting any other interest or right over, selling, exchanging, assigning or leasing) all or any of the Charged Assets in respect of which he or she is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he or she thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Assets to be disposed of by him or her.

16.12 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Borrower.

16.13 Give valid receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for the purpose of realising any of the Charged Assets.

16.14 Make settlements

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Borrower or relating in any way to any Charged Asset.

16.15 Bring legal action

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Assets as he or she thinks fit.

16.16 Insure

A Receiver may, if he or she thinks fit, but without prejudice to the indemnity in clause 19.2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this Legal Charge.

16.17 Form subsidiaries

A Receiver may form a subsidiary of the Borrower and transfer to that subsidiary any Charged Asset.

16.18 Borrow

A Receiver may, for whatever purpose he or she thinks fit, raise and borrow money either unsecured or on the security of all or any of the Charged Assets in respect of which he or she is appointed on any terms that he or she thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this Legal Charge).

16.19 Redeem prior security

A Receiver may redeem any prior Security Interest and settle and pass the accounts to which the Security Interest relates. Any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

16.20 Delegate

A Receiver may delegate his or her powers in accordance with this Legal Charge.

16.21 Absolute beneficial owner

A Receiver may, in relation to any of the Charged Assets, exercise all powers, authorisations and rights he or she would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Charged Assets.

16.22 Incidental powers

A Receiver may do any other acts and things that he or she:

- (a) may consider desirable or necessary for realising any of the Charged Assets;
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Legal Charge or law; or

(c) lawfully may or can do as agent for the Borrower.

17 DELEGATION

17.1 Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it or him or her by this Legal Charge (including the power of attorney granted under clause 21.1).

17.2 Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it or he or she thinks fit.

17.3 Liability

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

18 APPLICATION OF PROCEEDS

18.1 Order of application of proceeds

All monies received or recovered by the Lender, a Receiver or a Delegate under this Legal Charge or in connection with the realisation or enforcement of all or part of the security constituted by this Legal Charge (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Lender's right to recover any shortfall from the Borrower):

- (a) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Legal Charge and of all remuneration due to any Receiver under or in connection with this Legal Charge;
- (b) in or towards payment of the Secured Liabilities owed to the Lender;
- (c) unless or until the Lender is not a Group Company, in or towards payment of Secured Liabilities owed to any other Group Company or other Group Companies, to each such Group Company in the same proportion as the amount owed to that Group Company bears to the total amount owed to such Group Companies; and
- (d) in payment of the surplus (if any) to the Borrower or other person entitled to it.

18.2 Appropriation

Neither the Lender, nor any Receiver, nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

18.3 Suspense account

All monies received by the Lender, a Receiver or a Delegate under this Legal Charge (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- (a) may, at the discretion of the Lender, Receiver or Delegate, be credited to a suspense account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower; and
- (c) may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

19 COSTS AND INDEMNITY

19.1 Costs

The Borrower shall, on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) charged, paid or incurred by the Lender, any Receiver or any Delegate in connection with:

- (a) this Legal Charge or the Charged Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights or powers under this Legal Charge; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities

and interest shall be payable on any and every amount demanded in respect of such costs, charges, expenses, taxes and liabilities in accordance with clauses 2.2 and 2.3.

19.2 Indemnity

The Borrower shall indemnify the Lender, any Receiver, any Delegate, and their respective employees and agents on a full indemnity basis in respect of all 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 (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Legal Charge or by law in respect of the Charged Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Legal Charge; or
- (c) any default or delay by the Borrower in performing any of its obligations under this Legal Charge, and any Receiver, Delegate and/or employee or agent of the Lender, any Receiver or any Delegate may enforce the terms of clause 19.1 and this clause 19.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

20 FURTHER ASSURANCE

20.1 Further assurance

The Borrower shall promptly, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security created or intended to be created by or pursuant to this Legal Charge;
- (b) facilitating the realisation of any Charged Asset; and/or

- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Charged Asset,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Assets (whether to the Lender or to its nominee) and the giving of any consent, notice, order or direction and the making of any application, filing or registration which, in any such case, the Lender may consider necessary or desirable.

21 POWER OF ATTORNEY

21.1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) the Borrower is required to execute and do under this Legal Charge; or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Legal Charge or by law on the Lender, any Receiver or any Delegate.

21.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 21.1.

22 INDEPENDENT SECURITY

The security constituted by this Legal Charge shall be in addition to, and independent of, any other security or guarantee that the Lender or any Group Company may hold for any of the Secured Liabilities at any time. No prior security held by the Lender or by any Group Company over the whole or any part of the Charged Assets shall merge in the security created by or pursuant to this Legal Charge.

23 CONTINUING SECURITY

The security constituted by this Legal Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

24 DISCHARGE CONDITIONAL

24.1 Discharge conditional

Any release, discharge or settlement between the Borrower and the Lender or any Group Company shall be deemed conditional on no payment or security received by the Lender or, unless or until the Lender is not a Group Company, any Group Company in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Lender or its nominee may retain the security constituted by and/or agreed to be created by this Legal Charge, including all certificates and documents relating to the whole or any part of the

Charged Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

- (b) the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

24.2 Amount to be treated as not paid

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the bankruptcy of the Borrower or otherwise, then that amount shall be treated as not having been paid for the purposes of this Legal Charge.

25 CERTIFICATES

A certificate or determination by the Lender as to any rate or amount for the time being due to it from the Borrower under this Legal Charge shall, in the absence of any manifest error, be conclusive evidence of the matter to which it relates.

26 CONSOLIDATION

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Legal Charge and the Lender may refuse to permit the Borrower to redeem any Security Interest constituted by this Legal Charge without paying any money due to the Lender and/or, unless or until the Lender is not a Group Company, any money due to a Group Company, in each case secured by any separate Security Interest provided by the Borrower or by any person through whom the Borrower claims on property other than that comprised in this Legal Charge.

27 RELEASE

27.1 Release

Subject to clause 24.1, at the end of the Security Period, the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to:

- (a) release the Charged Assets from the security constituted by this Legal Charge; and
- (b) reassign the Charged Assets to the Borrower.

28 ASSIGNMENT AND TRANSFER OF LEGAL CHARGE

28.1 Assignment by lender

- (a) The Lender may, at any time, assign any or all of its rights, title, interests, and/or benefits in, to and under this Legal Charge to any person.
- (b) The Lender may, at any time, transfer any or all of its duties, obligations and/or liabilities under this Legal Charge to any person (including a person to whom no rights, title, interests, benefits and/or duties under this Legal Charge are assigned), provided that there is no reason to expect that the transfer would diminish or impair the Borrower's rights under this Legal Charge.
- (c) The Lender may disclose to any actual or proposed assignee, sub-chargee or transferee any information in its possession that relates to the Borrower, the Charged Assets and this Legal Charge that the Lender considers appropriate.

28.2 Assignment by Borrower

The Borrower shall not assign any of its rights, or transfer any of its rights or obligations, under this

Legal Charge.

29 SET-OFF

29.1 Lender's right of set-off

The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Legal Charge. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 29.1 shall not limit or affect any other rights or remedies available to it under this Legal Charge or otherwise.

29.2 No obligation to set off

The Lender is not obliged to exercise its rights under clause 29.1. If, however, it does exercise those rights it must promptly notify the Borrower of the set-off that has been made.

29.3 Payments

- (a) All sums payable by the Borrower under this Legal Charge shall be paid in full to the Lender in the currency in which the Secured Liabilities are payable:
 - (i) without any set-off, condition or counterclaim whatsoever; and
 - (ii) free and clear of any deduction or withholding whatsoever except as may be required by law or regulation which is binding on the Borrower.
- (b) If the Borrower is required to make any deduction or withholding by any law or regulation from any payment due under this Legal Charge, the payment due from the Borrower shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.
- (c) Following any deduction or withholding, or any payment required in connection with that deduction or withholding, the Borrower shall promptly deliver or procure delivery to the Lender evidence reasonably satisfactory to the Lender that either a withholding or deduction has been made or any appropriate payment paid to the relevant taxing authority (as applicable).
- (d) The Borrower shall not and may not direct the application by the Lender of any sums received by the Lender from the Borrower under any of the terms of this Legal Charge.

30 AMENDMENTS, WAIVERS AND CONSENTS

30.1 Amendments

No amendment of this Legal Charge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

30.2 Waivers and consents

- (a) A waiver of any right or remedy under this Legal Charge or by law, or any consent given under this Legal Charge, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure or delay by a party to exercise any right or remedy provided under this Legal Charge or

by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Legal Charge. No single or partial exercise of any right or remedy provided under this Legal Charge or by law shall prevent or restrict the further exercise of that or any other right or remedy.

30.3 Rights and remedies

The rights and remedies provided under this Legal Charge are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

31 SEVERANCE

If, at any time, any provision (or part of a provision) of this Legal Charge is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction:

- (a) the legality, validity and enforceability of the remaining provisions of this Legal Charge (or part of that provision) shall not be in any way affected or impaired under the law of that or any jurisdiction, and nor shall the legality, validity and enforceability of that provision (or part of a provision) and this Legal Charge be in any way affected or impaired under the law of any other jurisdiction;
- (b) that provision (or part of a provision) shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable; and
- (c) if such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted without affecting the legality, validity and enforceability of the rest of this Legal Charge.

32 COUNTERPARTS AND DELIVERY

32.1 Counterparts

- (a) This Legal Charge may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but the executed and delivered counterparts shall together constitute one deed.
- (b) Transmission by email of a copy of an executed counterpart of this Legal Charge, in a single pdf file, shall take effect as delivery of an executed counterpart of this Legal Charge.
- (c) If the method of delivery referred to in sub-clause (b) above is adopted, without prejudice to the validity of the Legal Charge thus made, each executing party shall provide the other(s) with the original of such counterpart as soon as reasonably possible thereafter.

32.2 Delivery

Execution and delivery by the Borrower of a counterpart of this Legal Charge shall be effective to make that counterpart valid and enforceable as a deed regardless of whether or when any counterpart is executed and/or delivered by the Lender.

33 THIRD PARTY RIGHTS

- 33.1** The rights and benefits expressed to be conferred upon the Lender by this Legal Charge (otherwise than by virtue of its being a Group Company) may be enforced and enjoyed by the Lender or by any successor in title, transferee or assignee of the Lender.

- 33.2** Any Group Company, excluding, for the avoidance of doubt, any successor in title, transferee or assignee of a Group Company which is not itself a Group Company, may enforce and

enjoy the rights and benefits expressed to be conferred upon a Group Company by this Legal Charge (excluding any rights and benefits expressed to be conferred upon the Lender otherwise than by virtue of its being a Group Company).

33.3 Except as referred to in clause 19.2 and clause 33.2, a person who is neither a party to this Legal Charge nor a successor in title or permitted transferee or assignee of the Lender has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Legal Charge.

33.4 Clause 33.2 does not affect any right or remedy of a third party which exists, arises or is available, independently of the Contracts (Rights of Third Parties) Act 1999.

33.5 The rights of the parties to rescind, terminate or agree any amendment or waiver under this Legal Charge are not subject to the consent of any other person.

34 NOTICES

34.1 Notice to Lender

(a) Subject to clause 34.6, every notice or other communication required to be given to the Lender under, or in connection with, this Legal Charge shall be in writing and may be delivered only by recorded delivery to:

Address: Mint Property Finance Limited

Peel House

30 The Downs

Altrincham

Cheshire

WA14 2PX

for the attention of: the Directors,

unless and until the Borrower receives notice of an assignment and/or transfer by the Lender under clause 28.1 above.

(b) Subject to clause 34.6, following notice of any assignment and/or transfer by the Lender under clause 28.1 above, every notice or other communication required to be given to the Lender under, or in connection with, this Legal Charge shall be in writing and may be delivered only by recorded delivery to the Lender at the address most recently notified to the Borrower.

34.2 Notice to Borrower

Subject to clause 34.6, every notice, demand or other communication required to be given to the Borrower under, or in connection with this Legal Charge shall be in writing and may be delivered personally, by post or by email to either:

(a) the postal address of the Borrower last notified by the Borrower to the Lender;

(b) the email address of the Borrower last notified by the Borrower to the Lender; or

- (c) to the solicitors or other conveyancers who acted for and/or advised the Borrower in connection with any loan facilities provided or to be provided by the Lender to the Borrower, and the Borrower hereby irrevocably appoints those solicitors or conveyancers to receive such notices, demands or other communications and to accept service of process pursuant to clause 35.3 by personal delivery or prepaid first class post letter.

34.3 Receipt of notice by Borrower

Any notice or other communication that the Lender gives shall be deemed to have been received:

- (a) if delivered by hand, at the time of actual delivery;
- (b) if sent by e-mail, when sent or, if sent after 5pm on a Business Day or on a day which is not a Business Day, on the next Business Day; or
- (c) if posted by pre-paid first-class post, on the second Business Day after the day it was posted.

34.4 Two or more Borrowers

If two or more persons are the Borrower, and the Lender gives any notice or other communication to any one of them, the Lender shall be deemed to have given such notice or other communication to all such persons.

34.5 Receipt of notice by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only if sent as provided in clause 34.1, and only on actual receipt by the Lender.

34.6 Communications between solicitors

Any and all written communications between the parties' solicitors may be made by post or email, in each case to such business address(es) as each firm of solicitors notifies to the other as appropriate for the purpose of addressing such communications.

35 GOVERNING LAW AND JURISDICTION

35.1 Governing law

- (a) This Legal Charge is governed by, and shall be construed in accordance with, English law.
- (b) The Lender's Security, and any and all loan and other agreements entered into by the Lender shall be deemed to have been made in England.

35.2 Jurisdiction

- (a) The validity, construction and performance of the Legal Charge and all rights and liabilities arising in connection with it shall be governed by English law and shall be subject to the exclusive jurisdiction of the High Court of Justice Manchester District Registry or Manchester County Court as appropriate, to which the parties submit.
- (b) Each party waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

35.3 Other service

The Borrower irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this Legal Charge relating to service of notices. Nothing

contained in this Legal Charge shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1**PROPERTY**

The freehold property known as 106 Elms Lane, Wembley HA0 2NP as title to the same is registered at the Land Registry under title number NGL590827.

Executed as a deed by
ELMSROSE LIMITED
 acting by a director



.....
 (signature of director)

UDAIKUMAR LAXMANBHAI
 (name of director in BLOCK CAPITALS) **PATEL**

in the presence of:



.....
 (signature of witness)

name of witness (in BLOCK CAPITALS):

NARULAN KARTAL.....

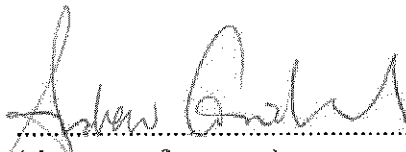
address of witness:

COLMAN COYLE SOLICITORS
WELLS HOUSE, 80 UPPER STREET
ISLINGTON, LONDON, N1 0NU
DX 147080 ISLINGTON 5
TEL 020.7354.3000.....

occupation of witness:


SOLICITOR.....

Executed as a deed by:
Andrew Duncan Carmichael


.....
(signature of attorney)

as attorney for
Mint Property Finance Limited
under a power of attorney dated
13 October 2022

in the presence of


.....
(signature of witness)

name of witness
(in BLOCK CAPITALS):

JOANNA NORRIS
.....

address of witness:

Ratio Law LLP
Fabric
..... **30 Queen Street**
Lincoln Square
Manchester
M2 5HX
.....

occupation of witness:

SOLICITOR
.....