

LEGAL CHARGE

This agreement is dated

2022

BETWEEN:

1. **XP 4 Developments Limited** (company number: 13517038) whose registered office is at 52b Bernard Street, St Albans, Hertfordshire, AL3 5QN ("**the Mortgagor**"); and
2. **MDN Properties Pension Scheme** of c/o 25 Long Grove, Seer Green, Beaconsfield, Buckinghamshire, HP9 2YN ("**the Creditor**"), acting by Mr Matthew Norris as its trustee.

BACKGROUND

- (A) In connection with money owed and/or any future money that may be owed by the Mortgagor to the Creditor, the Mortgagor has agreed to give security by way of this legal charge in favour of the Creditor.

OPERATIVE PROVISIONS

1. Interpretation

- 1.1 The following definitions shall have the following meanings:

"Expenses" means all expenses (on a full indemnity basis) incurred by the Creditor or any Receiver at any time in connection with the Property or the Mortgagor's Obligations or in taking or perfecting this agreement or in preserving, defending or enforcing the security created by this agreement or in exercising any power under this agreement or otherwise, with Interest from the date they were incurred.

"Interest" means interest at the annual rate of 18% ~~over the base rate from time to time of the Bank of England~~ BL

"Mortgagor's Obligations" means all the Mortgagor's liabilities to the Creditor of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another), together with Interest and Expenses.

"Property" means the freehold property known as Sunset Court, High Street, Princes Risborough, Buckingham HP27 0AX, as registered at the Land Registry under title number BM358710.

- 1.2 The rules of interpretation in this clause 1 apply in this agreement.

- 1.3 Clause headings do not affect the interpretation of this agreement.

- 1.4 Except where a contrary intention appears, a reference to a clause is a reference to a clause of this agreement.
- 1.5 Unless otherwise specified, a reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A person includes a corporate or unincorporated body.
- 1.7 Writing or written includes faxes, but not email.
- 1.8 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 Unless the context otherwise requires, (a) words in the singular shall include the plural and in the plural shall include the singular and (b) a reference to one gender shall include a reference to the other genders.
- 1.10 Any words following the terms "including", "include", "in particular" or "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 References to the "Property" includes all covenants and rights affecting or concerning the same. The "Property" also includes any share from time to time held by the Mortgagor in any management company of the Property.
- 1.12 The expressions "Mortgagor" and "Creditor" include, where the context admits, their respective successors in title and assigns.

2. Charge

- 2.1 The Mortgagor covenants to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Creditor by way of legal mortgage of all legal interests, and otherwise by way of second fixed charge, the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale).

3. Repair, alteration and insurance

- 3.1 The Mortgagor will keep the Property in good condition and comprehensively insured to the Creditor's reasonable satisfaction for their full reinstatement cost and, in default, the Creditor (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property. The Mortgagor will deposit with the Creditor the insurance policy or, where the Creditor agrees, a copy of it.
- 3.2 The Mortgagor will not without the prior written consent of the Creditor make any alteration to the Property that would require planning permission or approval under any building regulations.
- 3.3 The Mortgagor will hold in trust for the Creditor all money received under any insurance of the Property and, at the Creditor's option, will apply the same in making good the relevant loss or damage or in or towards discharge of the Mortgagor's Obligations.

4. Restrictions on charging, leasing or disposing or parting with possession

4.1 The Mortgagor will not without the Creditor's prior written consent:

4.1.1 create or permit to arise any mortgage, charge or lien on the Property; *other than the charge over the property*

4.1.2 grant or accept a surrender of any lease or licence of the Property; or *in favour of*

4.1.3 dispose of or part with or share possession or occupation of the Property. *Quanta Finance*

4.2 If the Creditor does consent to the creation of a mortgage, charge on the Property, it may *limited* require a priority agreement or deed with the mortgagee or chargee. In the case of *deed* registered land, this will require registration and will be a public document. *date*

4.3 Where the Property is registered land, the Mortgagor applies and agrees that the Creditor may apply for a restriction to be entered on the register of the Property that no disposition of the registered estate by the proprietor(s) of the registered estate or by the proprietor(s) of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this agreement in favour of the Creditor referred to in the charges register of the Property.

5. Powers of the Creditor

5.1 The Creditor may without restriction grant or accept surrenders of leases of the Property.

5.2 Section 103 of the Law of Property Act 1925 shall not apply and the Creditor may exercise its power of sale and other powers under that or any other Act or this agreement at any time after the date of this agreement.

5.3 The Creditor may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver, but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts, defaults and remuneration.

5.4 All or any of the powers conferred on a Receiver by clause 6 may be exercised by the Creditor without first appointing a Receiver or notwithstanding any such appointment.

5.5 The Creditor will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Creditor.

5.6 Section 93(1) of the Law of Property Act 1925 shall not apply to this agreement.

6. Receivers

6.1 Any Receiver appointed by the Creditor shall (in addition to all powers conferred on him by law) have the following powers, which, in the case of joint Receivers, may be exercised jointly or severally:

6.1.1 to take possession of and generally manage the Property;

6.1.2 to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;

6.1.3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;

- 6.1.4 to sell, lease, surrender or accept surrenders of, lease, charge or otherwise deal with and dispose of, the Property without restriction, including power to dispose of any fixtures separately from the Property;
 - 6.1.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor;
 - 6.1.6 to take, continue or defend any proceedings (in the Mortgagor's name or otherwise) and enter into any arrangement, settlement or compromise;
 - 6.1.7 to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
 - 6.1.8 to employ advisers, consultants, managers, agents, workmen and others and purchase or acquire materials, tools, equipment, goods or supplies;
 - 6.1.9 to borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers; and
 - 6.1.10 to do any other acts that the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property.
- 6.2 If the Mortgagor is an individual, the Mortgagor grants to such Receiver an irrevocable licence to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove, store, sell and/or dispose of any such property. The Receiver will account to the Creditor for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale, and that amount shall be a debt due from the Creditor to the Mortgagor.
- 6.3 A Receiver shall apply all money he receives first in payment of all money borrowed by him and his expenses and liabilities and in payment of his fees, and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925.

7. Preservation of other security and rights and further assurance

- 7.1 This agreement is in addition to any other security present or future held by the Creditor for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Creditor.
- 7.2 The Mortgagor will (at the Mortgagor's own expense) at the Creditor's request promptly execute any deed or document and take any action required by the Creditor to perfect this security or further to secure the Mortgagor's Obligations on the Property.
- 7.3 The Mortgagor certifies that the charges created by this agreement do not contravene any provision of its memorandum or articles of association or any agreement binding on it or any of the Property.

8. Interest

- 8.1 Interest will be calculated both before and after demand or judgment on a daily basis and compounded quarterly.

9. Severability

- 9.1 Each of the provisions of this agreement shall be severable and distinct from one another. If one or more of such provisions is invalid or unenforceable, the remaining provisions shall not in any way be affected.

10. Counterparts

- 10.1 This agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

11. Entire agreement

- 11.1 This agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement or understanding between them relating to the subject matter of this agreement.

12. Notices

- 12.1 Any notice given under this agreement must be in writing and delivered to the recipient at the address detailed at the start of this agreement or at such other address as has been notified to the sender previously in writing.
- 12.2 A notice given under this agreement will not be validly served if sent by email.

13. Rights of third parties

- 13.1 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

14. Law and jurisdiction

- 14.1 This agreement shall be governed by and construed in accordance with the laws of England and each of the parties hereto submits to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this agreement.

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

Executed as a deed by JACK JIGUENS)
a director, duly authorised to sign on)
behalf of **XP 4 Developments Limited**) J. Jigens
in the presence of:)

Witness's signature: N. Marchant

Witness's name: NICOLE MARCHANT

Witness's address: Lennons Solicitors

LENNONS SOLICITORS LTD
CHESS CHAMBERS
2 BROADWAY COURT
CHESHAM, BUCKS HP5 1EG
TEL: 01494 773377
FAX: 01494 773100

Witness's occupation: Solicitor

Executed as a deed by Matthew Norris)
a trustee, duly authorised to sign on)
behalf of **MDN Properties Pension**) MDN
Scheme in the presence of:)

Witness's signature: MHC

Witness's name: MICHAEL HARRIS

Witness's address: MAPLEWOOD, SCHOOL LANE
SEER GREEN, BUCKS
HP9 2QJ

Witness's occupation: SALES DIRECTOR