Companies House

MR01 (ef)

Registration of a Charge

Company name: **GAMA PROPERTIES 7 LTD**

Company number: **08020697**

Received for Electronic Filing: **30/09/2016**

X5GM2T4Z

Details of Charge

Date of creation: **26/09/2016**

Charge code: **0802 0697 0005**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **FREEHOLD PROPERTY KNOWN AS FLATS 1-4, 37 MILL HILL ROAD, LONDON, W3 8JE (T/NO. MX234245); FREEHOLD PROPERTY KNOWN AS FLATS 1-4 39 MILL HILL ROAD, LONDON, W3 8JE (T/NO. NGL193636)**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: **BLAKE MORGAN LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8020697

Charge code: 0802 0697 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th September 2016 and created by GAMA PROPERTIES 7 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th September 2016 .

Given at Companies House, Cardiff on 3rd October 2016

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

Charge given by a corporate (England and Wales) - Full recourse

Borrower:	Gama Properties 7 Ltd - 08020697 - Foframe House, 35-37 Brent Street, LONDON, NW4 2EF
Mortgagor:	Gama Properties 7 Ltd - 08020697 - Foframe House, 35-37 Brent Street, LONDON, NW4 2EF
Lender:	Shawbrook Bank Limited Lutea House Warley Hill Business Park The Drive Brentwood Essex CM13 3BE (registered in England and Wales number: 388466)
The Property:	37 Mill Hill Road, LONDON, W3 8JE and as more particularly described at the Land Registry: Flats 1-4, 37 Mill Hill Road, London (W3 8JE) 39 Mill Hill Road, LONDON, W3 8JE and as more particularly described at the Land Registry: Flats 1-4, 39 Mill Hill Road, London (W3 8JE)
Title Number:	MX234245 NGL193636
Class of Title:	Freehold Title Absolute

1. **By THIS DEED** of **LEGAL CHARGE**, dated 26th September 2016

The Mortgagor charges:-

(a) the Property described above by way of legal mortgage; and

(b) the Related Rights and the goodwill of any business conducted from the Property by way of fixed charge; and

(c) all present and future assets of the Mortgagor (to the extent not already charged pursuant to Clause 1(a) or (b)) by way of floating charge

with the payment and discharge of:

(i) all monies now or at any future time due to the Lender from the person or persons named above as the Borrower under each and every Loan Agreement now or at any time made between the Lender and the Borrower; and

(ii) all costs, charges and expenses incurred by the Lender in connection with the preservation, protection or enforcement of the Lender's rights and interests under this Charge.

2. To the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 1, the Mortgagor charges by way of fixed charge any and all of its present and future rights, title and interest in the Property with the payment and discharge of the matters referred to in clause 1(i) and (ii).

3. The Lender may at any time on notice to the Mortgagor convert the floating charge referred to in Clause 1(c) into a fixed charge as regards all or any asset specified in such notice. Furthermore, the said floating charge will automatically convert into a fixed charge upon the occurrence of a Termination Event.

4. This Charge is made for securing further advances although the Lender is not, as at the date of this Charge, obliged to make any further advances.

5. The Mortgagor applies to HM Chief Land Registrar to enter the following restriction in the Proprietorship Register of Property:

   "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [26 September 2016] in favour of Shawbrook Bank Limited referred to in the charges register".

6. This Charge is granted by the Mortgagor to the Lender on the Shawbrook Bank Limited Commercial Mortgage Terms and Conditions (26/06/15) and the Mortgagor agrees to those Terms and Conditions.

THIS CHARGE has been executed as a deed on the date written on the first page of this Charge.

EXECUTION PAGE

WARNING:

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOUR PROPERTY IS AT RISK IF PAYMENTS ARE NOT MADE TO THE LENDER WHEN DUE, OR IF THERE IS SOME OTHER TERMINATION EVENT, IN ACCORDANCE WITH THE TERMS OF THIS DOCUMENT. YOU SHOULD CONSIDER TAKING INDEPENDENT LEGAL ADVICE FROM A SOLICITOR BEFORE YOU SIGN THIS CHARGE DEED.

Mortgagor
EXECUTED AS A DEED by
Gama Properties 7 Ltd acting by

Roy Elchanan, a director of the company: .....
(Name) (Director signature)

In the presence of:

Witness:	..... (signature of witness)
Name:	EINAV TABAC ..... (block capitals)
Address:	....
Occupation:	Accountant .....

Lender

Signed by TERRY WOOSLEY

Shawbrook Bank Limited

acting by its attorney

SPECIALISTS IN GOOD SENSE

SHAWBROOK BANK

COMMERCIAL MORTGAGE TERMS AND CONDITIONS

1. INTERPRETATION

1.1 These words are used in these terms and conditions with the following meanings:

"Act" means the Law of Property Act 1925, as amended from time to time (or in the case of Northern Ireland, the Conveyancing and Law of Property Act 1881, as amended from time to time);

"Arrangement Fee" means the completion fee or arrangement fee (if any) set out in the Offer Letter which is payable in accordance with Condition 5 (Fees and Expenses);

"Business Day" means any day which is not a Saturday, Sunday, public holiday or bank holiday in England and Wales;

"Completion Date" means the date when the Loan (or, as the case may be, the first part of it) is released to You;

"Conditions Precedent" means the conditions precedent set out in the Offer Letter;

"Debt" means all Your liabilities to the Lender (including all principal, interest, costs, charges and expenses) owed now and in the future under the Loan Agreement;

"Early Repayment Charge" means the early repayment charge set out in the Offer Letter which is payable in accordance with Condition 4 (Early Repayment), the relevant periods being calculated from and including the Completion Date together with an administration fee specified in the Offer Letter;

"Final Payment Date" means the Monthly Payment Date on which the last of Your Monthly Payments will be payable;

"Guarantee" means any written guarantee provided by a Guarantor from time to time for the purposes of guaranteeing any or all of Your obligations under the Loan Agreement;

"Guarantor" means the person or persons (if any) referred to as the intended guarantor(s) in the Offer Letter;

"Insolvency Event" means, in relation to any company, that:

(a) it is (or is deemed by virtue of Section 123 of the Insolvency Act 1986 to be) unable to pay its debts as they fall due or is otherwise insolvent, or admits as such (or in the case of Northern Ireland it is deemed by virtue of Article 480 of the Companies (Northern Ireland) Order 1986 unable to pay its debts as they fall due or is otherwise insolvent, or admits as such);

(b) a meeting of such company or its directors is convened to consider any resolution, or to make any application or petition, for its winding up, administration or for the appointment of an administrator, or any such resolution is passed;

(c) an administrator or Receiver is appointed or any person gives notice of their intention to seek such appointment, or an application or petition is made for such appointment;

(d) it becomes subject to a winding up order;

"Interest Rate" means the interest rate set out in the Offer Letter and as calculated in accordance with Condition 2 (Interest) and subject to Condition 8 (Market Disruption);

"Lender" means Shawbrook Bank Limited and any person to whom such lender's rights under the Loan Agreement and/or any Security Document are transferred, charged or disposed of;

"LIBOR" means the London Interbank offered rate for three Month sterling deposits as determined by the Lender on the last LIBOR Setting Date to occur before the Month in respect of which interest is being calculated, as rounded up to the nearest 0.05 per cent;

"LIBOR Setting Date" means a date falling not more than 15 Business Days prior to each of 1 January, 1 April, 1 July and 1 October;

"Loan" means the principal amount available to You as stated in any Offer Letter or, as the case may be, the principal amount outstanding of that amount from time to time (including, without double counting, any amount which is: (i) a further advance made from time to time by the Lender to You; and (ii) any Retentions);

"Loan Agreement" means any agreements entered into between the Lender and You as borrower, by which the Lender agrees to make a Loan to You and You agree to repay the Loan, together with interest and charges, on the terms set out in an Offer Letter and these terms and conditions, and any reference to the Loan Agreement includes these terms and conditions;

"Margin" means the amount stated in the Offer Letter as the amount by which the Interest Rate is to exceed LIBOR, subject to any adjustment under Condition 9 (Margin Adjustment);

"Month" means a calendar month;

"Monthly Payment" means the payment You are required to make each Month in respect of Your Loan in accordance with the terms of Your Offer Letter and these terms and conditions, such payment to include interest, capital and/or, as applicable, any other sums due on Your Loan, as specified in Your Offer Letter and varied under Condition 3.2;

"Monthly Payment Date" means the monthly anniversary of completion of Your mortgage or if different the Monthly Payment Date specified in Your Offer Letter which may be varied in accordance with Condition 3.3;

"Mortgagor" means You and also any other person or persons who execute a mortgage by way of legal charge or in the case of Scotland, a standard security, or in the case of Northern Ireland, a mortgage and/or legal charge, or any other form of charge, over the Property in favour of the Lender;

"Offer Letter" means any written letter by which the Lender offers to make a Loan available to You and which You accept by (a) signing and returning the letter to the Lender and (b) requesting or receiving the release of the Loan or any part of it;

"Property" means the property, or where there are more than one, each of the properties, which is or is to be charged or secured to the Lender as Security for Your obligations under the Loan Agreement;

"Receiver" means a receiver, a receiver and manager or an administrative receiver;

"Regulatory Requirement" means any obligation (1) that the Lender has to comply with any law or regulation (including any rules made by the Financial Conduct Authority or other regulatory body), or as a result of a decision by a court, ombudsman or similar body; or (2) under any industry guidance or codes of practice which the Lender follows;

"Related Rights" means any sums which may be or become payable in respect of the Property or any damage or injury to it or depreciation to it and the benefit of any other obligation, security, right or indemnity affecting or concerning the Property;

"Retention" means any part of the Loan which is retained by the Lender on the Completion Date until the Conditions Precedent have been satisfied;

"Security" means any mortgage or other security or, in the case of Scotland, a standard security which is referred to in the Offer Letter together with any other mortgage, security or standard security which is given by You and/or any Mortgagor to the Lender during the term of the Loan;

"Security Document" means each document entered by You, a Guarantor or a Mortgagor in favour of the Lender as Security for the Debt;

"Termination Event" means any event stated as being such in Condition 7.2 (Termination);

"VAT" means value added tax imposed by the Value Added Tax Act 1994 and any other tax of a similar fiscal nature substituted for, or levied in addition to, such tax whether imposed in the United Kingdom or elsewhere;

"Year" means a calendar year; and

"You" means the person or each of the persons named in the Offer Letter who enters into a Loan Agreement with us.

1.2 In these terms and conditions, where the singular is used it will include the plural and where the plural is used it will include the singular.

1.3 Where there are two or more of You, each of You is liable for the whole of the obligations under the Loan Agreement and if You break any of the obligations the Lender may enforce the terms of the Loan Agreement and any Security against all or any of You.

1.4 Terms not defined in these terms and conditions shall have the meaning given to them in the Offer Letter.

2. INTEREST

2.1 Interest will be charged at the Interest Rate, calculated on the daily unpaid balance of the Loan. If LIBOR changes on any LIBOR Setting Date any corresponding change in the Interest Rate will take effect on the first day of the Month after such LIBOR Setting Date.

2.2 Interest in respect of each subsequent Month will be payable in arrear on each Monthly Payment Date.

2.3 Interest will also be charged, at the Interest Rate from time to time, both before and after any judgment, on any amount, including interest, which is not paid on the date when it is due to be paid, from the due date up to the date of actual payment.

2.4 The LIBOR rate utilised by the Lender from time to time is currently published on the Lender's website at www.shawbrook.co.uk.

3. PAYMENTS

3.1 On each Monthly Payment Date, You must make a Monthly Payment of the amount stated in the Offer Letter, or such amount as is varied in accordance with these conditions and which the Lender may notify to You from time to time.

3.2 The Lender will calculate the Monthly Payments and, in the event of a change in the Interest Rate, or the accrual of additional interest or charges under Condition 2 (Interest) or Condition 5 (Fees and Expenses), or Your making a partial early repayment, the Lender will, by giving You at least 30 days written notice, recalculate the Monthly Payments so as to ensure, so far as reasonably practicable, that You pay the interest as it accrues each Month and that (subject to Condition 3.3 and any provisions of Your Offer Letter) the Loan is repaid within the time agreed. As the Monthly Payment Date is typically set as the monthly anniversary of completion of Your mortgage any change to Your interest rate under Condition 2.1 will not necessarily coincide with Your Monthly Payment Date.

3.3 We may change the Monthly Payment Date by giving You 3 months prior notice in writing. We will only exercise this right where it is reasonable for us to do so for technological or operational reasons.

3.4 You will pay any unpaid balance of the Loan, together with all accrued but unpaid interest and fees and charges and any other amounts payable under the Loan Agreement on the Final Payment Date.

4. EARLY REPAYMENT

4.1 You may pay the Loan, or part of it, early.

4.2 If the Loan or any part of it is repaid early, whether by You or in the event of The Lender exercising its power of sale, You must, at the same time, pay the Early Repayment Charge.

4.3 If You repay the Loan in full, You must, at the same time, also pay all interest accrued up to date when You repay the Loan and You must also pay all other sums due and payable under the Loan Agreement.

4.4 The Loan Agreement does not allow You to borrow the Loan, or any part of it, again once You have repaid it.

5. FEES AND EXPENSES

5.1 You will pay the Lender the fees set out in the Offer Letter together with any VAT.

5.2 You will pay the Lender's charges as set out in the tariff enclosed with the Offer Letter, as amended and notified to You from time to time in accordance with Condition 5.3. You further agree to pay all other reasonable costs, charges and expenses (including legal, valuation, surveyor's and other out-of pocket fees and expenses) reasonably and properly incurred by the Lender from time to time in respect of the Loan (whether or not the Loan or any part of the Loan is advanced).

5.3 The Lender may change any of its charges set out in the tariff enclosed with the Offer Letter if there is a change (or if the Lender reasonably expects a change) in:

(a) the cost which the Lender incurs in carrying out the activity for which the charge is made;

(b) Regulatory Requirements.

If the Lender is going to carry out an activity for which the charge has changed since it last sent You a copy of the tariff, it will tell You what the new charge is before carrying out the activity.

6. WITHDRAWAL OF THE OFFER

The Lender reserves the right to withdraw the offer contained in the Offer Letter at any time prior to the Completion Date in the event that:

6.1 the Lender discovers fraud, misrepresentation or non-disclosure of material information in relation to Your application for a Loan;

6.2 the legal title to the Property is defective and is not capable of rectification prior to the Completion Date;

6.3 the Lender would otherwise not obtain an enforceable or sufficient security for the Loan on the Completion Date;

6.4 any other matter comes to the Lender's attention which is inconsistent with the basis on which a mortgage offer is made.

7. TERMINATION

7.1 The Lender may, at any time after the occurrence of any of the Termination Events set out in Condition 7.2 below:

(a) demand immediate repayment of the unpaid balance of the Loan, together with any accrued but unpaid interest and any other amounts then payable under the Loan Agreement;

(b) withdraw the availability of the Loan or any undrawn part of the Loan; and/or

(c) enforce any Security for Your obligations under the Loan Agreement.

7.2 Each of the following is a Termination Event:

(a) any written representation or warranty made by or on behalf of You or by any Guarantor or Mortgagor in connection with the Loan Agreement is or proves to have been materially incorrect or misleading and negatively impacts on the Lender's security;

(b) You have failed to make or are otherwise in arrears by two or more Monthly Payments which amounts remain outstanding;

(c) You breach, or any Guarantor or Mortgagor breaches, any material undertaking or other material obligation owed to the Lender under the Loan Agreement, any Guarantee and/or any Security Document and You, or any Guarantor or Mortgagor has failed to remedy the breach within a reasonable time of the Lender requesting You, any Guarantor or Mortgagor to do so;

(d) You enter into a formal arrangement with Your creditors;

(e) any Guarantor or Mortgagor enters into a formal arrangement with his creditors;

7. TERMINATION (CONT.)

(f) You or any Guarantor or Mortgagor is (in the case of an individual) made bankrupt or (in the case of a company) suffers an Insolvency Event or (in either case) is made subject to any equivalent or analogous proceedings or events under the law of any jurisdiction to which You or any Guarantor or Mortgagor is subject;

(g) You or any Guarantor or Mortgagor (in the case of an individual) dies or becomes mentally incapacitated or (in the case of a company) ceases to exist or is struck off the register of companies for any reason;

(h) any part of or interest which You or any Guarantor or Mortgagor has in the Property is compulsorily purchased or is expropriated;

(i) You or any Guarantor or Mortgagor cease to be resident in the United Kingdom;

(j) where You, any Guarantor and/or any Mortgagor is a company, if the legal or beneficial ownership of the shares in such company changes without the Lender's prior written consent;

(k) if it becomes unlawful for the Lender to advance the Loan or any part of it or to maintain the funding of the Loan.

7.3 You, any Guarantor and/or any Mortgagor, as applicable, must pay the Debt whether or not the proceeds on realisation of the Property or any other Security for it are sufficient or are likely to be sufficient to repay the Debt.

8. MARKET DISRUPTION

If, at any time, the Lender cannot determine or ascertain LIBOR, the Lender will determine a reasonable alternative basis for calculating the interest rate for the Loan and will give You reasonable notice before the next Monthly Payment Date following the application of the alternative basis.

9. MARGIN ADJUSTMENT

9.1 The Lender may, if it is reasonable to do so, increase or decrease the Margin on any LIBOR Setting Date in order to reflect any change in the cost to the Lender of providing the Loan, up to a maximum of 2% per annum above the initial Margin stated in the Offer Letter.

9.2 The Lender will give You reasonable advance notice of any change in the Margin.

10. ELECTIONS IN RESPECT OF VAT

10.1 You agree that, except where required by law or with the prior written consent of the Lender, You will not, and will procure that no other person will, exercise on or after the date of the Offer Letter any option or right to elect or discretion which may now or at any time be available to You or any other person:

(a) to waive exemption in relation to any Property (including, without limitation, any such election made pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994) or any supplies for VAT purposes made by You of or in respect of such Property; or

(b) which would otherwise result in VAT being chargeable on any supply for VAT purposes made by You of or in respect of any Property.

10.2 References in Conditions 10.1(a) and 10.1(b) above to You shall be deemed at any time when You are a member of a group of companies for the purposes of sections 43 to 43C (inclusive) of the Value Added Tax Act 1994 to include a reference to the representative member of such group of companies at such time.

11. CONDITIONS OF THE SECURITY

11.1 The Mortgagor will keep the Property in good repair to the reasonable satisfaction of the Lender.

11.2 The Mortgagor will not do anything which will devalue the Property or jeopardise the interest of the Mortgagor or that of the Lender in the Property.

11.3 The Mortgagor will not omit to do anything which a reasonable owner might reasonably be expected to do, the omission of which will devalue the Property or jeopardise the interest of the Mortgagor or that of the Lender in the Property.

11.4 The Mortgagor will not let or grant a licence or tenancy in respect of the Property, or any part of it (nor agree to do so), without the prior written consent of the Lender (which will not be unreasonably withheld).

11.5 Where the Property is subject to a licence or tenancy the Mortgagor will not agree to any change in the terms of such licence or tenancy, nor agree to its termination, nor to any assignment or under letting of it, without the prior written consent of the Lender (which will not unreasonably be withheld).

11.6 The Mortgagor will comply with all applicable legal requirements, title burdens and conditions relating to the Property.

11.7 The Mortgagor will promptly inform the Lender of any notice or proposal given or made by any governmental agency, authority or other body which may adversely affect the value of the Property or which threatens the interest of the Mortgagor or the interest of the Lender in the Property.

11.8 The Mortgagor will, if, at any time, the Lender has reasonable cause for concern about the Property, or as the Lender may reasonably require for the purposes of correspondence or negotiation in relation to such a notice or proposal as is referred to in Condition 11.7 above, permit the Lender or anyone acting on the instructions of the Lender (including, without limitation, a valuer working on behalf of the Lender), to enter the Property on reasonable notice and at any reasonable time otherwise than in the case of an emergency in which case the Lender shall be allowed immediate access to examine the Property, and the Lender will not thereby become a mortgagee in possession or in the case of Scotland a heritable creditor in possession.

11.9 The Mortgagor will not make any material or structural changes to the Property, or apply for or implement any planning or other permission from any third party for such changes (save for any development permitted under The Town and Country Planning (General Permitted Development) Order 1995 or in the case of Northern Ireland, the Planning (General Development) Order (NI) 1993), nor enter into any agreement under Section 106 of the Town and Country Planning Act 1990 (or in the case of Northern Ireland, the Planning (NI) Order 1991) or any other similar statutory agreement, nor change the use of the Property, without the Lender's prior written consent (which will not be unreasonably withheld).

11.10 The Mortgagor will ensure that the Property is insured at all times, with a reputable insurance company or reputable underwriters, in the names of the Mortgagor and the Lender as co-insured (or if co-insurance is not available, in the name of the Mortgagor with the interest of the Lender noted on the policy), against fire and all other usual risks to the full reinstatement value (including the cost of demolition and professional fees) and will immediately notify the Lender if the Property ceases to be insured for any reason.

11.11 The Mortgagor will ensure at all times that the insurance required by Condition 11.10 above will not be invalidated for failure to pay any premium due without the insurer first giving to the Lender not less than 14 days' written notice.

11.12 The Mortgagor will deposit with the Lender, and the Lender will be entitled to retain and hold during the term of the Loan, all deeds and documents of title relating to the Property.

11.13 The Mortgagor will promptly, upon request by the Lender, produce to the Lender a copy or sufficient extract of every insurance policy relating to the Property, together with the premium receipts or other evidence of the payment thereof.

11.14 All proceeds of insurance in respect of the Property will be used in or towards reinstatement of the Property or in or towards repayment of any sums owed to the Lender under any Loan Agreement. Upon receipt of any such insurance proceeds the Lender will inform You and give You 14 days to notify the Lender how You wish the proceeds to be applied. If You do not respond within the 14 day time period then the Lender is free to apply the proceeds between reinstatement or repayment as it sees fit.

11. CONDITIONS OF THE SECURITY (CONT.)

11.15 If there is any breach of the obligations of the Mortgagor under the Loan Agreement and/or the relevant Security Documents, the Lender may (without any obligation to do so) carry out such works, or take such other action or steps as the Lender acting reasonably considers appropriate to remedy the breach and/or to protect its interest in the Property.

11.16 The Mortgagor will pay on demand all reasonable costs, charges and expenses reasonably and properly incurred by the Lender in connection with the rightful preservation, protection or enforcement of the Lender's rights under the Security.

11.17 If any part or interest of the Mortgagor in the Property is compulsorily purchased or is expropriated, any payment received will be used, at the option of the Lender, in or towards payment of monies due from You to the Lender.

11.18 If the Lender or a Receiver takes possession of the Property, You must, when required, remove all of Your furniture and other belongings. The Lender and/or any Receiver appointed by the Lender under Section 101 of the Act (or in the case of Northern Ireland, Section 19 of the Act) may (each as agent for and on behalf of the Mortgagor and at the expense of the Mortgagor) at any time after the Security has become enforceable remove, store, preserve, sell or otherwise dispose of any furniture or other items at or in the Property which are not charged by the Security. Neither the Lender nor the receiver will be responsible for any resulting loss or damage to the Mortgagor's possessions. The Mortgagor must reimburse the Lender for all reasonable expenses of dealing with the Mortgagor's furniture and goods.

11.19 The Lender and any Receiver will have the right to set off any proceeds of sale under Condition 11.18 above against any sums due under any Loan Agreement. The Lender and any Receiver will promptly account to the Mortgagor for any net proceeds of any such sale (after payment of reasonable and proper removal, storage and preservation costs and the costs of the sale).

11.20 The obligations of the Mortgagor under the Loan Agreement and/or the Security will not be affected by Your incapacity or by any unenforceability, illegality, frustration or invalidity of any obligation of any person under the Security, to the intent that the Mortgagor's obligations under the Loan Agreement and/or the Security shall remain in full force, as if there were no unenforceability, illegality or invalidity. If there is more than one Security, each Security is distinct from any other Security and will continue in force until the Lender releases it. No Security will be discharged or otherwise affected by any invalidity or lack of enforceability or irregularity or defect in any other Security.

11.21 The Mortgagor must not exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Act (or in the case of Northern Ireland, Section 18 of the Act) (relating to powers to grant or accept surrenders of leases) unless the Mortgagor has the Lender's prior written consent (not to be unreasonably withheld).

12. THE LENDER'S RIGHTS IN RELATION TO THE SECURITY AND PROPERTY

12.1 The Lender's right to take possession of the Property arises as soon as the relevant Security Documents are executed. Although this right arises at this time, the Lender will not exercise it until the Debt has become repayable.

12.2 The Lender's power to sell the Property and to appoint a Receiver shall immediately become exercisable when the Debt has become repayable.

12.3 The Lender's power to sell the Property is free from the restrictions in Section 103 of the Act (or in the case of Northern Ireland, Section 20 of the Act).

12.4 The Lender's power to recover the Debt extends to granting leases on the Property either in the Lender's own name or in the Mortgagor's name on any terms the Lender reasonably chooses, including selling a lease at a discount, or paying a tenant any amount the Lender chooses to give up a lease. The Lender's statutory power of leasing shall be extended so that the Lender is authorised to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Lender shall think expedient, without the need to observe any of the provisions of Sections 99 and 100 of the Act (or in the case of Northern Ireland, Section 18 of the Act) (relating to powers to grant or accept surrenders of leases). The Lender may make a reasonable periodic management charge in the event that the Property is let by the Lender pursuant to this Condition or has been let by the Mortgagor when the Lender takes possession of the Property.

12.5 Entry into possession of the Property does not make the Lender or the Receiver liable to account as mortgagee in possession or in the case of Scotland, heritable creditor in possession and neither the Lender nor the Receiver has to account to the Mortgagor for any money they do not actually receive.

12.6 Once the Lender has taken possession of the Property, the Lender or the Receiver have the power to give up possession, temporarily or permanently, at any time.

12.7 If You have more than one Loan with the Lender, note that Section 93 of the Act (or in the case of Northern Ireland, Section 17 of the Act) does not apply. If You have more than one Property mortgaged to the Lender and You want to pay off just one of Your Loans, the Lender has the right to refuse to redeem the mortgages separately, and to insist that You pay off all of the Loans, before redeeming any of them.

12.8 If the Property has been mortgaged in a way that gives someone else a first claim on it or someone has a prior interest, the Lender has the right to buy out the other person's interest. The Lender may do so at any time:

(a) after giving You notice demanding payment of the Debt; or

(b) as soon as any powers under the prior claim or interest have come into operation, and the Mortgagor will be bound by any agreement the Lender reaches with that other person.

12.9 The Lender's right to sell the Property exists from the date of Your Loan Agreement. Anyone buying the Property or dealing with the Lender or any Receiver will receive the same protection (specifically, sections 104 and 107 of the Act (or in the case of Northern Ireland, sections 21 and 22 of the Act)) as if they were buying the Property from or dealing with the mortgagee. No one dealing with the Lender or any Receiver needs to inquire whether the Lender or the Receiver is exercising its rights properly.

13. LENDER'S RIGHT TO APPOINT A RECEIVER

13.1 The Lender has the right to appoint a Receiver to manage the Property. The Lender must make the appointment in writing. The Receiver must not be an employee of the Lender and can be anyone else the Lender chooses. The Lender has the right to decide what the Receiver will be paid and to change the Receiver at any time and to appoint another one, at the Lender's reasonable discretion.

13.2 The Receiver will act as the Mortgagor's agent. The Mortgagor alone will be responsible for:

(a) paying the Receiver's reasonable and proper fees;

(b) anything the Receiver does, or fails to do, as an agent acting on the Mortgagor's behalf.

14. THE RECEIVER'S POWERS

14. The Receiver's Powers

14.1 The Receiver will have all of the powers of a Receiver appointed under the Act.

14.2 Without prejudice to the general words of Condition 14.1, the Receiver will have the power to do the following in connection with the Property in such manner as he sees fit:

(a) enter into and take legal possession;

(b) to sell the Property or any part of it;

(c) carry out building work, repairs and maintenance work and obtain planning permissions, building regulation approvals and any other consents or licences;

(d) if the Property is leasehold, agree to change the terms of the lease, or surrender it, and/or arrange a new lease (and in the case of a new lease, the Lender's security for the mortgage will automatically transfer to the new lease and the Receiver may arrange whatever formal legal charge on it the Lender requires);

14. THE RECEIVER'S POWERS (CONT.)

(e) grant any leases, licences or other rights as the Receiver shall think fit;

(f) make any arrangements or compromises the Receiver thinks fit;

(g) appoint, employ, pay and dismiss staff, contractors and agents;

(h) sell any of the fixtures, on their own or together with the Property;

(i) insure the Property for such amounts and against such risks and through such agency as the Receiver shall think fit;

(j) exercise all powers and authorities as the Lender shall think fit to confer (and the Lender may confer any powers and authorities which the Lender could give if the Lender was the absolute owner of the Property);

(k) generally manage the Property and do anything else (whether similar or not to any of the above) which may be reasonably considered to be incidental or conducive to anything which a Receiver can lawfully perform as the Mortgagor's agent or which the Lender has the right to do, whether under the Loan Agreement, the Security Documents or otherwise;

(l) take any proceedings in Your name or otherwise as may seem expedient;

(m) remove, store and/or sell any chattels at the Property and account to You for the proceeds of those chattels less the costs of removal, storage and sale.

14.3 The Receiver does not have the authority to do anything the Lender specifically excludes in writing.

14.4 Any net proceeds arising from the exercise of the Receiver's powers shall, subject to any prior ranking claims, be used to pay in the following order:

(a) first, the amount of all costs, interest, charges, fees and expenses reasonably and properly incurred and payments reasonably and properly made by the Receiver in connection with his appointment and the exercise of his powers;

(b) second, the reasonable and proper remuneration of the Receiver;

(c) third, all other sums secured by the Security Documents in such order as the Lender may determine;

(d) fourth, the claims of those entitled to any surplus.

14.5 Sections 109(6) and (8) of the Act (or in the case of Northern Ireland, Section 24(6) of the Act) (relating to the fees of a Receiver) shall not apply.

15. LENDER HAS THE SAME POWERS AS A RECEIVER

The Receiver's powers do not affect any of the Lender's, Yours, a Guarantor's or a Mortgagor's own rights under the Loan Agreement. The Lender has all the same powers as a Receiver, whether or not the Lender has appointed one.

16. POWER OF ATTORNEY

By way of continuing security, each Mortgagor gives the Lender (and as separate appointment the Receiver) an irrevocable power of attorney to act in such Mortgagor's name and on its behalf either separately or jointly to do everything which the attorney considers necessary or desirable to:

(a) carry out or fulfil any obligation imposed on the Mortgagor by the Loan Agreement (including the execution and delivery of any deeds, charges, assignments, notices or other security and any transfers of the Security); and/or

(b) enable the Lender or any Receiver to exercise any of the rights, powers and authorities conferred on them pursuant to the Loan Agreement or by law (including, after this Security becomes enforceable, the exercise of any right of a legal or beneficial owner of the Security); and/or

(c) if required, sign, execute and deliver and otherwise effect, do or make any deed, assurance, agreement, instrument or act which You ought to execute or do under or in connection with Your Loan; and/or

(d) to do anything else which is proper and the Lender or the Receiver considers to be appropriate in connection with the exercise of any of the Lender's or their powers.

17. SPECIFIC PROVISIONS IN RESPECT OF COMPANIES

If any of You, any Guarantor and/or any Mortgagor is a company You warrant and agree that such company is now, and will throughout the term of the Loan be, a limited liability company duly incorporated and validly existing in England and Wales or Scotland or Northern Ireland and that it has taken all necessary corporate action in connection with the Loan and the Security and that the obligations on its part contained in the Loan Agreement constitute valid and legally binding obligations on it.

18. WAIVERS AND REMEDIES CUMULATIVE

18.1 Any delay in the exercise or non-exercise of any right of the Lender is not a waiver of that right.

18.2 The Lender's rights under any Loan Agreement and under any Security can only be waived by express and specific written notification from the Lender to You or to the Mortgagor, as applicable.

19. TRANSFER OF RIGHTS AND OBLIGATIONS

19.1 You may not assign Your rights under the Loan Agreement.

19.2 The Lender may at any time and from time to time transfer, charge or assign its rights and/or obligations under the Loan Agreement and/or the Security, and to the extent necessary You hereby give Your consent to such action being taken by the Lender in the future. Any transfer, charge or assignment of the Lender's rights and/or obligations under the Loan Agreement and/or the Security will not reduce Your rights. Under the terms of the transfer, charge or assignment, a transferee of the Security will be able to exercise all of the rights, powers and remedies which the Lender could exercise before the transfer, charge or disposal.

20. TAXES

All payments due from You, any Mortgagor and/or any Guarantor to the Lender shall be free and without deduction of tax unless there is a legal requirement to make such deduction or withholding of tax, in which case the amount due shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Lender receives a net amount equal to the amount it would have received had no such deduction or withholding been made.

21. SEVERABILITY

If any of the terms or conditions of the Loan Agreement or the Security is or becomes invalid or unenforceable under any law, the validity of the other terms and conditions will not be affected or impaired in any way.

22. NOTICES AND OTHER MATTERS

22.1 Every notice, request, demand or other communication under the Loan Agreement or the Security will:

(a) be in writing delivered personally or by first-class prepaid letter;

(b) be deemed to have been received,

(i) on the day after it was delivered, if delivered to or left at the last known address of the person to whom it is addressed;

(ii) on the second Business Day after posting.

22.2 The Lender will send any communication to You at Your address as stated in the Offer Letter, any communication to the Guarantor at his address as stated in the Guarantee, any communication to the Mortgagor at his address as stated in the Security, or to such other address as may be notified to the Lender from time to time by You or by the Guarantor or by the Mortgagor (as the case may be).

22.3 You, the Guarantor and the Mortgagor must send any communication to: Lutea House, Warley Hill Business Park, The Drive, Brentwood, Essex CM13 3BE or to such other address as may be notified by the Lender from time to time to You or to the Guarantor or to the Mortgagor (as the case may be).

23. ROUNDING UP PROVISION

All amounts payable to the Lender under the Loan Agreement will, upon calculation, be rounded up to the nearest pound.

24. FURTHER ASSURANCES

You agree and each Guarantor and each Mortgagor agrees that You and they will co-operate fully with the Lender in doing such further acts and executing such documents as may be necessary or desirable to give full effect to the Loan Agreement, the Security and/or any Related Rights.

25. APPLICATION OF PAYMENTS

If at any time the Lender receives a payment which is insufficient to discharge all of the amount then due, the Lender will apply the payment towards Your obligations to the Lender in such order as the Lender, in its absolute discretion, considers appropriate.

26. USE OF YOUR INFORMATION

26.1 To administer and service the Loan and any loan that may be made by any company within the Lender's group and for related purposes, the Lender may also obtain, use and process personal data relating to You, each Guarantor and each Mortgagor and transfer such data to companies within the Lender's group, professional advisers, third party mortgage service and administration companies and any entity providing funding to the Lender or members of the Lender's group of companies either now or in the future and their professional representatives. If You have asked for a buildings and/or life insurance quotation then Shawbrook Buildings and Protection Limited will pass Your personal data to insurers. Such data may include "sensitive personal data", as defined by the Data Protection Act 1998.

26.2 You and each Guarantor and each Mortgagor consent to the disclosure by the Lender of any confidential information (whether financial or otherwise) relating to You to any person who may be asked to provide any security or guarantee for the Loan or their legal adviser.

26.3 You, each Guarantor and each Mortgagor must provide accurate and updated information. The Lender will search records relating to You, each Guarantor and each Mortgagor at credit reference agencies ("records"). They will add details of the Lender's search and Your application to Your records and this will be seen by other organisations that make searches. The Lender may disclose information about the conduct of Your account (including Your repayment record or the repayment records of any Guarantor or any Mortgagor) to any credit reference agencies. The Lender may make periodic searches of its own group records and credit reference agencies to manage Your account with the Lender, including whether to continue or extend existing credit. The Lender may also check at fraud prevention agencies to prevent or detect fraud.

26.4 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. You, a Guarantor and/or a Mortgagor may notify the Lender at any time if You believe that the information the Lender holds is inaccurate and apply to have such information corrected.

26.5 The Lender and other organisations may also access and use the information provided to prevent fraud and money laundering, for example, when:

(a) checking details on applications for credit and credit related or other facilities

(b) managing credit and credit related accounts or facilities

(c) recovering debt

(d) checking details on proposals and claims for all types of insurance

(e) checking details of job applicants and employees

26.6 Please telephone the Lender on 0345 848 0223 if You want to receive details of the relevant fraud prevention agencies. You have a legal right to these details.

26.7 The Lender and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

26.8 The Lender, the credit reference agencies and the fraud prevention agencies will also use the information provided for statistical analysis about credit, insurance and fraud. The Lender may also use information about You, each Guarantor and each Mortgagor to carry out market research. The Lender and any company associated with and/or approved by the Lender may disclose and use any information about You, a Guarantor or a Mortgagor, to advise You (or them) by post, telephone, e-mail or other electronic media, about loan and other products and services provided by it or any third party which may be of interest to You (or them), unless You (or they) notify the Lender that You do not wish to be so advised.

26.9 If You have made a joint application or tell us that You have a spouse or financial associate, we will link Your records together so You must be sure that You have their agreement to disclose information about them. Credit reference agencies also link Your records together and these links will remain on Your and their files until such time as You or Your partner successfully files for a disassociation with the credit reference agencies to break that link.

26.10 You, each Guarantor and each Mortgagor each agree to the provisions of this Condition 26 and, where appropriate, confirm that you have the requisite authority to do so.

26. USE OF YOUR INFORMATION (CONT.)

26.11 You have a right under the Data Protection Act 1998 to receive a copy of the personal information that the Lender holds about you by sending a written request along with a cheque for £10 made payable to the Lender, to the following address: PO Box 878, Coedkernow, Newport, NP20 9LJ. Each Guarantor and each Mortgagor also has a similar right in respect of information held by the Lender and its group companies about them.

26.12 You, each Guarantor and each Mortgagor will provide the Lender with any updated financial information or other reasonable information which the Lender may reasonably and properly request.

26.13 Telephone calls between the Lender and You or any Guarantor or any Mortgagor in connection with the Loan Agreement may be recorded for monitoring or regulatory purposes or to maintain and improve the Lender's service or for training staff.

27. FURTHER ADVANCES

The Lender may from time to time, at its absolute discretion, lend further advances of money to You upon the same (or, as the case may be, modified) terms, as agreed in writing at such time between You, each Guarantor, each Mortgagor and the Lender.

28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person other than a party to these Conditions may enforce any rights under these Conditions or under any other agreement made in connection with the Security by virtue of the Contracts (Rights of Third Parties) Act 1999. A party to these Conditions includes anyone that the Lender transfers its rights to under Condition 19 or anyone that the Lender appoints under these Conditions as Receiver.

29. GOVERNING LAW

29.1 The Loan Agreement, any Guarantees and any Security Documents are governed by English law, except where the Property is located in Scotland in which case they are governed by Scots Law and except where the Property is located in Northern Ireland in which case they are governed by Northern Ireland law.

29.2 You and each Guarantor and each Mortgagor agree to submit to the non exclusive jurisdiction of the Courts of England and Wales, except where the Property is located in Scotland in which case You and each Guarantor and each Mortgagor agree to submit to the non exclusive jurisdiction of the Courts of Scotland and except where the Property is located in Northern Ireland in which case You and each Guarantor and each Mortgagor agree to submit to the non exclusive jurisdiction of the Courts of Northern Ireland.