



Registration of a Charge

Company Name: **COUNTRYSIDE PROPERTIES (UK) LIMITED**

Company Number: **00614864**



Received for filing in Electronic Format on the: **04/01/2024**

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Details of Charge

Date of creation: **22/12/2023**

Charge code: **0061 4864 1192**

Persons entitled: **CANNON KIRK PROPERTY LIMITED**

Brief description: **LAND ON THE SOUTH SIDE OF THE A38 PLYMPTON, PLYMOUTH, AS SHOWN EDGED RED ON THE PLAN APPENDED AT SCHEDULE 2 OF THE INSTRUMENT.**

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 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: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 614864

Charge code: 0061 4864 1192

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2023 and created by COUNTRYSIDE PROPERTIES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2024 .

Given at Companies House, Cardiff on 5th January 2024

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**

We hereby certify this to be a true copy of the original subject to redaction under s859G of Companies Act 2006.

Eversheds Sutherland (International) LLP

Eversheds Sutherland (International)
LLP

DRAFT 2: 21/11/2023

we hereby certify this to be
a true copy of the original

Dated *2nd* day of *January* 20*24*

Trowers & Hamlin LLP

Trowers & Hamlin, Solicitors

Dated: *22 December* 2023

- (1) COUNTRYSIDE PROPERTIES (UK) LIMITED
- (2) CANNON KIRK PROPERTY LIMITED

Legal Mortgage

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This Deed is made on 22 December 2023 between:

- (1) **COUNTRYSIDE PROPERTIES (UK) LIMITED**, a company incorporated in England and Wales, with registration number 00614864 and whose registered office is at Countryside House, The Drive, Brentwood, Essex, United Kingdom, CM13 3AT (the "**Developer**"); and
- (2) **CANNON KIRK PROPERTY LIMITED**, a company incorporated in England and Wales, with registration number 03526796 and whose registered office is at 60 Highfield Drive, Littleport, Cambridgeshire, United Kingdom, CB6 1GB ("**Cannon Kirk**").

1. INTERPRETATION

1.1 Definitions

In this Deed:

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Authority**" means any agency or person which is duly appointed, empowered or authorised to enact, administer, implement and/or enforce Sanctions.

"**Business Day**" means a day that is not a Saturday, Sunday or a public or bank holiday in England and/or Wales.

"**Charged Property**" means the Mortgaged Property which is time to time is, or is expressed to be, the subject of any Security created by this Deed.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by Cannon Kirk.

"**Environment**" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water).

"**Environmental Law**" means any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

"**Event of Default**" means any event or circumstance specified as such in Schedule 3 (*Events of Default*).

"**Insolvency Act**" means the Insolvency Act 1986.

"**Insurances**" means all contracts or policies of insurance of whatever nature which, from time to time, are taken out or maintained by or on behalf of the Developer or in which the Developer has an interest, in respect of the Charged Property.

"**LPA**" means the Law of Property Act 1925.

"Mortgaged Property" means the property listed in Schedule 1 (*Details of Charged Property*).

"Party" means a party to this Deed.

"Permitted Development" means the development of the Mortgaged Property in accordance with the planning permissions that apply to the Mortgaged Property as at the date of this Deed or any subsequent planning permission for residential development.

"Permitted Disposals" has the meaning ascribed to that term in the Sale Agreement.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Restricted Person" means any person or entity which is either:

- (a) located, organised or resident in a country or territory which is the subject of Sanctions by any Authority; or
- (b) a governmental agency, authority, or body or state-owned enterprise of any country or territory which is the subject of Sanctions by any Authority.

"Sale Agreement" means the sale agreement entered into on ~~the date of this Deed~~ ^{21 December 2023} between (1) the Developer and (2) Cannon Kirk in respect of the sale of the Mortgaged Property and other property known as Land on the south side of the A38 Plympton, Plymouth.

"Sanctions" means the economic or financial sanctions laws, regulations, trade embargoes or other restrictive measures enacted, administered, implemented and/or enforced from time to time by any of the United Nations, the European Union, the government of the United States of America and the government of the United Kingdom.

"Secured Obligations" means the obligations owing by the Developer to Cannon Kirk to pay the Second Payment and the Third Payment (as both terms are defined in the Sale Agreement) together with any fees, costs and expenses due, incurred or owing to Cannon Kirk under this Deed (including but not limited to the fees of any Receiver or Delegate).

"Security" means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect.

"Third Parties Act" means the Contracts (Rights of Third Parties) Act 1999.

1.2 Construction

1.2.1 Unless a contrary indication appears in this Deed:

- 1.2.1.1 the **"Sale Agreement"** or any other agreement or instrument is a reference to the Sale Agreement or other agreement or instrument as validly amended, novated, supplemented, extended, restated or replaced from time to time;
- 1.2.1.2 **"Cannon Kirk"** and the **"Developer"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations to Cannon Kirk;
- 1.2.1.3 **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

- 1.2.1.4 a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
- 1.2.1.5 a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- 1.2.1.6 a provision of law is a reference to that provision as amended or re-enacted; and
- 1.2.1.7 a time of day is a reference to London time.
- 1.2.2 An Event of Default is "**continuing**" if it has not been remedied to Cannon Kirk's satisfaction or waived by Cannon Kirk.
- 1.2.3 Section, Clause and Schedule headings are for ease of reference only.
- 1.2.4 Where this Deed includes the words "**including**", "**in particular**" or "**or otherwise**" (or similar words or phrases), the intention is to state examples and not to be exhaustive.
- 1.2.5 References to any Security "**created by this Deed**" are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed.

1.3 **Incorporation of other terms**

The terms of the Sale Agreement and of any other agreement or document between any of the Parties to this Deed are incorporated into this Deed to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

- 1.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed.
- 1.4.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- 1.4.3 Any Receiver and/or Delegate may, subject to this Clause 1.4 (*Third party rights*) and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

2. **COVENANT TO PAY**

The Developer, as principal debtor and not just as surety, covenants with Cannon Kirk to pay or discharge the Secured Obligations in the manner provided for in the Sale Agreement.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

The Developer charges by way of first legal mortgage, the Mortgaged Property.

3.2 **Fixed charges**

The Developer charges by way of first fixed charge:

3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property; and

3.2.2 all fixtures forming part of the Mortgaged Property, excluding stock in trade, to the extent not otherwise effectively mortgaged or charged under this Deed.

3.3 General

All Security created by this Deed:

3.3.1 is created in favour of Cannon Kirk; and

3.3.2 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.4 Continuing security

The Security created by this Deed is continuing security for the payment and discharge of the Secured Obligations. The provisions of this Deed will apply at all times:

3.4.1 regardless of the date on which any of the Secured Obligations were incurred;

3.4.2 notwithstanding any intermediate payment or discharge; and

3.4.3 in respect of the full amount of the Secured Obligations at the relevant time even if the amount of the Secured Obligations had previously been less than that amount or had been nil at any time.

3.5 Independent Security

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by Cannon Kirk. No prior Security held by Cannon Kirk over the whole or any part of the Charged Property will merge with the Security created by this Deed.

4. REPRESENTATIONS

4.1 The Developer represents to Cannon Kirk that:

4.1.1 it is a limited liability company, duly incorporated and validly existing under the laws of England and Wales and it, has the power to own its assets and carry on its business and other activities as they are being conducted;

4.1.2 the obligations expressed to be assumed by it in this Deed are, and at all relevant times have been, legal, valid, binding and enforceable obligations (subject to the principle that equitable remedies are discretionary and subject to any applicable insolvency laws);

4.1.3 the entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with or result in any breach of (a) any law or regulation applicable to it, (b) its constitutional documents, or (c) any agreement or instrument binding upon it or any of its or any of its assets;

4.1.4 it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed;

4.1.5 all Authorisations required (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed, and (b) to make this Deed admissible in evidence in England and Wales, have been obtained or effected and are in full force and effect (and it is not aware of any circumstance having arisen by which they might be withdrawn or varied, in whole or part);

- 4.1.6 no litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency have (to the best of its knowledge and belief) been started or threatened in writing and are on-going as at the date this representation is made against it or any Charged Property;
- 4.1.7 no corporate action, legal proceeding or other procedure or step has been taken in relation to:
- 4.1.7.1 the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Developer;
 - 4.1.7.2 a composition, compromise, assignment or arrangement with any creditor of the Developer;
 - 4.1.7.3 the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Developer or any of its assets; or
 - 4.1.7.4 enforcement of any Security over any assets of the Developer;
- or any analogous procedure or step is taken in any jurisdiction;
- 4.1.8 it is entitled to be registered as the legal owner and is the beneficial owner of the Charged Property;
- 4.1.9 the Charged Property is not subject to any Security (other than in favour of Cannon Kirk);
- 4.2 Each of the representations given in this Clause 4 (*Representations*) are deemed to be made by the Developer on the date of this Deed.

5. PROPERTY UNDERTAKINGS

5.1 Registration

- 5.1.1 The Developer shall ensure that a restriction in the following terms is entered on the register of the title of any of its Charged Property at the Land Registry:

21 December "No disposition of the registered estate by the proprietor of the registered estate is to be registered without either a written consent signed by the proprietor for the time being of the charge dated [DATE] 2023 in favour of Cannon Kirk Property Limited referred to in the charges register, or its conveyancer or without a certificate signed by a conveyancer that the provisions of clause 6.1 of a Legal Charge dated [21/12/23] and made between (1) Countryside Properties (UK) Limited and (2) Cannon Kirk Properties Limited have been complied with or that they do not apply to the disposition."

The Developer shall pay, when due and payable, all fees, costs and expenses incurred in connection with such application.

- 5.1.2 The Developer shall promptly take all such steps as may be necessary or desirable to enable the Security created by this Deed to be registered, where appropriate, at the Land Registry.

5.2 Title

5.2.1 The Developer must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Charged Property.

5.2.2 The Developer may not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Charged Property other than envisaged by the Sale Agreement.

5.3 Development

5.3.1 The Developer may not:

5.3.1.1 make or allow to be made any application for planning permission in respect of any part of the Charged Property; or

5.3.1.2 carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of any part of the Charged Property,

other than as required to implement the Permitted Development.

5.3.2 The Developer must comply in all respects with all planning laws, permissions, agreements and conditions to which the Charged Property may be subject.

5.4 Insurance[A1]

5.4.1 The Developer must ensure that, at all times, there are maintained in full force and effect Insurances which provide cover against property owners' public liability and third party liability insurance

5.4.2 The Developer must use all reasonable endeavours to ensure that Cannon Kirk receives copies of the Insurances, receipts for the payment of premiums for such Insurance and any information in connection with such Insurance and claims under them, in each case which Cannon Kirk may reasonably require.

5.4.3 The Developer must ensure that each premium for the Insurances is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable, and that all other things necessary are done so as to keep each of the Insurances in force.

5.4.4 If the Developer fails to comply with any term of this Clause 5.4 (*Insurance*), then Cannon Kirk may, at the expense of the Developer, effect any insurance and generally do such things and take such other action as Cannon Kirk may reasonably consider necessary or desirable to prevent or remedy any breach of this Clause 5.4 (*Insurance*).

6. GENERAL UNDERTAKINGS

6.1 Negative pledge and restriction on dealing

The Developer may not (and may not agree to):

6.1.1 create or permit to subsist any Security over; nor

6.1.2 sell, assign, factor, discount, transfer, lease, release, terminate, grant any licence or right to use or occupy or otherwise dispose of any of; nor

6.1.3 permit any variation, waiver or termination of the rights attaching to the whole or any part of;

the Charged Property, other than a Permitted Disposal, unless permitted under the Sale Agreement[A2].

6.2 Permitted Disposals

- 6.2.1 Cannon Kirk hereby irrevocably consents to and authorises the Developer to make Permitted Disposals.
- 6.2.2 Cannon Kirk shall observe and perform its obligations at clause 9 of the Sale Agreement.
- 6.2.3 Cannon Kirk shall (at no cost to the Developer) within 5 Business Days of a written notice from the Developer of a Permitted Disposal provide such release documentation (in Form DS3 or otherwise) as is necessary in order to give effect to the release of the relevant part of the Property from the security created by this Deed.

6.3 Power of attorney[A3]

Cannon Kirk by way of security irrevocably appoints the Developer to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things to give effect to anything done by Canon Kirk pursuant to this Deed.

6.4 Charged Property

The Developer shall, promptly upon request by Cannon Kirk at any time:

- 6.4.1 deposit with Cannon Kirk all documents of title or other evidence of ownership, together with such deeds, certificates and documents as Cannon Kirk may require, relating to the Charged Property; and
- 6.4.2 provide Cannon Kirk with all information it may reasonably request in relation to the Charged Property.

6.5 Further assurance

The Developer shall promptly take all such actions, including executing all such documents, notices and instructions in such form as Cannon Kirk may reasonably require:

- 6.5.1 to create, perfect, protect and (if necessary) maintain the Security created or intended to be created over any of its assets under this Deed or for the exercise of any rights, powers and remedies of Cannon Kirk provided by or under this Deed or by law or regulation; and
- 6.5.2 to facilitate the realisation of the assets which are, or are intended to be, the subject of Security created by this Deed.

6.6 Power to remedy

If the Developer fails to comply with any of its obligations under this Deed, Cannon Kirk (or its nominee) may (at the Developer's expense) take such action as is necessary to protect any assets against the consequences of the Developer's non-compliance and to ensure compliance with such obligations. Cannon Kirk is not obliged to perform any obligation of the Developer or to take any action which it may be entitled to take under this Deed.

6.7 Power of attorney

- 6.7.1 As security for the performance of its obligations under this Deed, the Developer irrevocably and severally appoints Cannon Kirk, each Receiver and each Delegate to be its attorney, with full power of substitution.

6.7.2 The attorney may, in the Developer's name and at its expense, do anything which the Developer is obliged to under this Deed but has failed to do or which Cannon Kirk, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Charged Property or under or otherwise for the purposes of the Deed or any law or regulation.

6.7.3 The Developer ratifies and confirms anything done by any attorney under this Clause. The Developer ratifies and confirms anything done by any attorney under this Clause 6.7. The Developer agrees to indemnify the attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

7. RIGHTS OF ENFORCEMENT

7.1 Secured Obligations deemed payable

For the purposes of all rights and powers implied by statute, the Secured Obligations are due and payable on the date of this Deed.

7.2 When Security enforceable

The Security created by this Deed is enforceable at any time while an Event of Default is continuing.

7.3 Enforcement powers

At any time (a) when the Security created by this Deed is enforceable or (b) following a request by the Developer, Cannon Kirk may, without further notice:

7.3.1 sell, appropriate, realise or transfer, including to itself or to any person, all or any part of the Charged Property;

7.3.2 appoint one or more persons to be a Receiver of all or any part of the Charged Property;

7.3.3 exercise any of the powers conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed;

7.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and

7.3.5 take such further action as it sees fit to enforce all or any part of the Security created by Deed.

7.4 Rights in relation to a Receiver

Cannon Kirk may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be the agent of the Developer who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. Cannon Kirk may fix the remuneration of a Receiver which will be payable by the Developer and form part of the Secured Obligations.

7.5 Redemption of prior Security

Where there is any Security created over any of the Charged Property which ranks in priority to the Security created by this Deed and:

7.5.1 the Security created by this Deed becomes enforceable; and

7.5.2 the holder of such other Security takes any steps to enforce that security,

Cannon Kirk or any Receiver may, at its sole discretion and at the cost and expense of the Developer, redeem, take a transfer of and repay the indebtedness secured by such other Security. All amounts paid by Cannon Kirk or a Receiver under this Clause will form part of the Secured Obligations.

8. POWERS OF A RECEIVER

8.1 General powers

Any Receiver will have:

8.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;

8.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not the Receiver is an administrative receiver) under Schedule 1 to the Insolvency Act; and

8.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

8.2 Specific powers

The rights, powers and remedies provided in this Deed are in addition to any rights powers and remedies under law or regulation. Any Receiver will have the following additional powers:

8.2.1 the power to do or omit to do anything which the Developer could do or omit to do in relation to the Charged Property which is the subject of the appointment;

8.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Charged Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and

8.2.3 the power to use the Developer's name for all the above purposes.

8.3 Variation of statutory powers

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

8.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;

8.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;

8.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;

8.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and

8.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

9. **APPLICATION OF PROCEEDS**

9.1 **Order of priority**

All amounts received by Cannon Kirk or a Receiver in connection with the enforcement of the Security created under this Deed will be applied, to the extent permitted by applicable law, in the following order of priority:

- 9.1.1 in discharging any costs and expenses incurred by Cannon Kirk, any Receiver or any Delegate under or in connection with this Deed or the Sale Agreement;
- 9.1.2 in or towards discharging the Secured Obligations; and
- 9.1.3 in payment of the surplus (if any) to the Developer or other person entitled to it.

9.2 **Release of Charged Property**

If the Secured Obligations have, subject to Clauses 12.1 (*Reinstatement*) and 12.2 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Obligations terminated, Cannon Kirk will, at the request and at no cost of the Developer, execute such documents and take such steps as may be necessary to release the Charged Property from the Security created by this Deed.

10. **PROTECTION OF THIRD PARTIES**

10.1 No buyer from, or other person dealing with Cannon Kirk or a Receiver will be concerned to enquire whether:

- 10.1.1 any money remains due to Cannon Kirk, howsoever arising;
- 10.1.2 any power which Cannon Kirk or Receiver is purporting to exercise has arisen or become exercisable; or
- 10.1.3 Cannon Kirk or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

10.2 The receipt of Cannon Kirk, any Receiver or any Delegate will be an absolute and conclusive discharge to a purchaser of any of the Charged Property who will have no obligation to enquire how any monies are applied.

11. **PROTECTION OF CANNON KIRK**

11.1 **No liability as mortgagee in possession**

Neither Cannon Kirk nor any Receiver will be liable to account to the Developer as mortgagee in possession by reason of entering into possession of any of the Charged Property, or for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

11.2 **Tacking**

The Security created by this Deed is intended to secure any further advances which Cannon Kirk is obliged to make, at any time under the Sale Agreement.

11.3 **Cannon Kirk discretion**

The Developer has no right to control or restrict Cannon Kirk's exercise of any of its rights, powers or discretions under this Deed.

12. SAVING PROVISIONS

12.1 Reinstatement

If, at any time, there has been a release, settlement or discharge of any of the Developer's obligations under this Deed and, as a consequence of any insolvency (or analogous) proceedings or for any other reason:

- 12.1.1 any payment made to any person in respect of any of the Secured Obligations is required to be repaid; and
- 12.1.2 any Security (or other right) held by Cannon Kirk in respect of any of the Secured Obligations (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the Developer's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting Cannon Kirk's other rights under this Deed) Cannon Kirk will be entitled to recover from the Developer the value which Cannon Kirk has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

12.2 Avoidable payments

If Cannon Kirk, acting reasonably, considers that any amount paid by the Developer in respect of the Secured Obligations is capable of being avoided, set aside or ordered to be refunded or reduced for any reason, then for the purposes of this Deed such amount will not be considered to have been irrevocably paid.

12.3 Waiver of defences

The obligations of the Developer under this Deed and the Security created under this Deed will not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Deed or the Security created under this Deed (without limitation and whether or not known to it or Cannon Kirk) including:

- 12.3.1 any time, waiver or consent granted to, or composition with, the Developer or other person;
- 12.3.2 the release of the Developer or any other person under the terms of any composition or arrangement with any creditor of the Developer;
- 12.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Developer or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 12.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Developer or any other person;
- 12.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of the Sale Agreement or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under the Sale Agreement or other document or security;
- 12.3.6 any unenforceability, illegality or invalidity of any obligation of any person under the Sale Agreement any other document or security; or

12.3.7 any insolvency or similar proceedings.

12.4 Immediate recourse

The Developer waives any right it may have of first requiring Cannon Kirk (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Developer under this Deed. This waiver applies irrespective of any law or any provision of any agreement entered into between Cannon Kirk and the Developer, to the contrary.

12.5 Appropriations

Until all amounts which may be or become payable by the Developer under or in connection with the Sale Agreement have been irrevocably paid in full, Cannon Kirk (or any trustee or agent on its behalf) may:

12.5.1 refrain from applying or enforcing any other moneys, security or rights held or received by Cannon Kirk (or any trustee or agent on its behalf) in respect of those amounts; or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Developer shall not be entitled to the benefit of the same; and

12.5.2 hold in an interest-bearing suspense account any moneys received from the Developer or on account of the Developer's liability under this Deed.

13. CHANGES TO THE PARTIES

13.1 No assignment by the Developer

The Developer may not assign any of its rights or transfer any of its rights or obligations under this Deed.

13.2 Assignment by Cannon Kirk

13.2.1 It is expressly agreed between the Developer and Cannon Kirk that Cannon Kirk may, on or around the date of this Deed, assign any of its rights, or transfer any of its rights or obligations, under this Deed to Vicasset Advisors UK Limited (company number 08003325).

13.2.2 Other than as set out in Clause 13.2.1 above, Cannon Kirk may at any time assign any of its rights, or transfer any of its rights or obligations, under this Deed, but in each case only to a person who is not a Restricted Person.

14. COMMUNICATIONS

14.1 Any notice or other communication given under or in connection with this Deed will be in writing marked for the attention of the specified representative of the party to be given the notice or communication and:

14.1.1 sent to that party's address by pre-paid first class post or mail delivery service providing guaranteed next working day delivery and proof of delivery; or

14.1.2 delivered to or left at that party's address (but not, in either case, by one the methods set out in Clause 14.1.1); or

14.1.3 sent by email to that party's email address, provided that the title to the email begins with the words "SERVICE OF NOTICE".

The address, email address and representative for each party are set out below and may be changed by that party giving at least 5 Business Days' notice in accordance with this Clause 13.2.1.

Developer

Neil Rogers

Neil.Rogers@countrysidepartnerships.com

For the attention of Neil Rogers

Cannon Kirk

John Doherty

jdoherty@cannonkirk.com

For the attention of John Doherty

- 14.2 Any notice or communication given in accordance with Clause 14.1 will be deemed to have been served:

- 14.2.1 if delivered by hand, at the time of delivery;
- 14.2.2 if sent by pre-paid first class post at 9.00 a.m. on the 1 Business Day after the date of posting; and
- 14.2.3 if sent by email at the time of confirmation of delivery by way of a delivery receipt;

provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

- 14.3 To prove service of a notice or communication it will be sufficient to prove that the provisions of Clause 14.1 were complied with.

15. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

16. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

17. JURISDICTION

- 17.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 17.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.
- 17.3 Clause 17.1 is for the benefit of Cannon Kirk only. As a result, Cannon Kirk will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, Cannon Kirk may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

Details of Charged Property

Part 1 - Details of Mortgaged Property

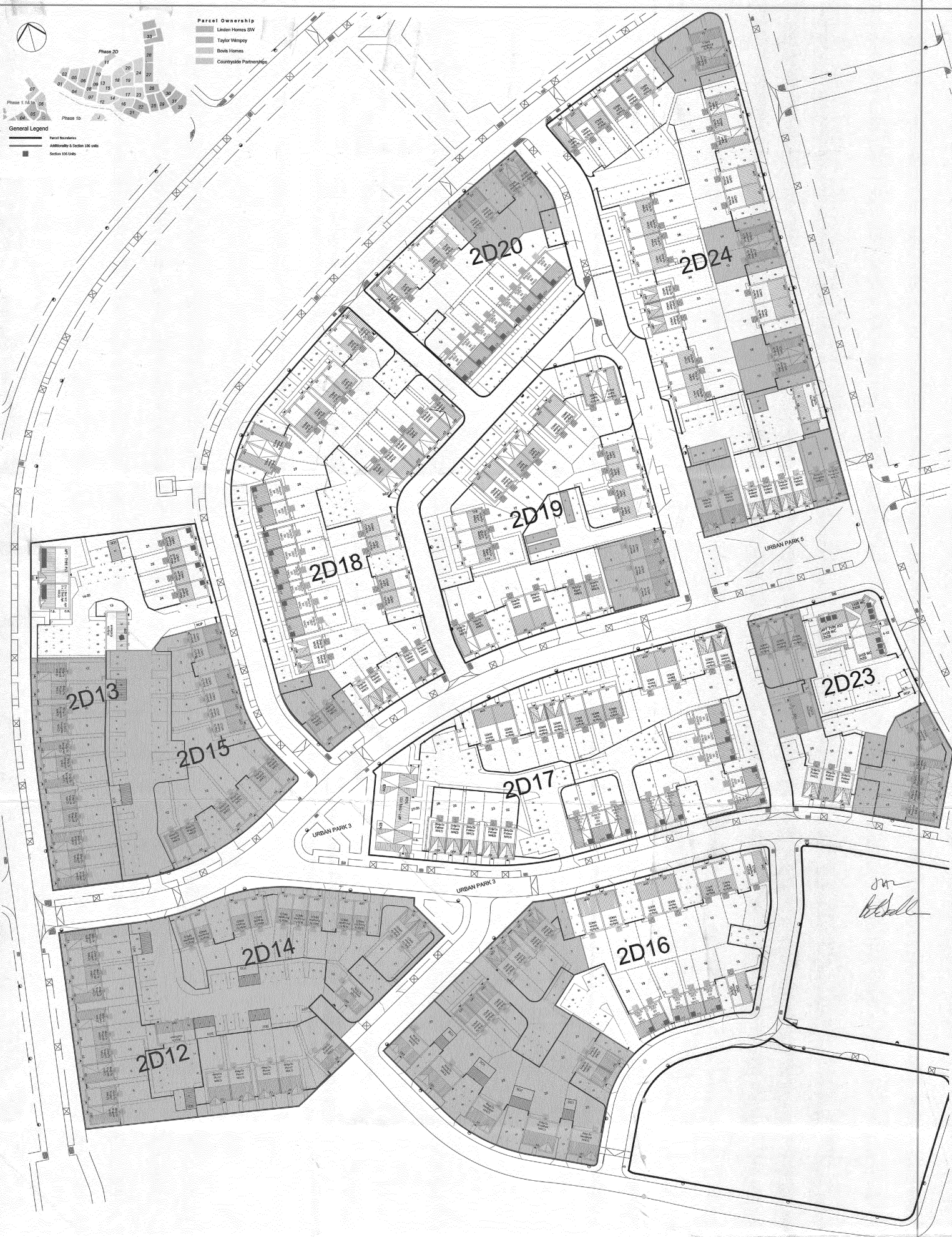
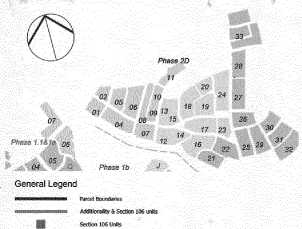
| Registered Land | | |
|---|--|--------------------|
| Address/description of the property | Title Number | Freehold/Leasehold |
| Land on the south side of the A38 Plympton, Plymouth as shown edged red on the plan appended at Schedule 2 to this Deed | To be confirmed following registration | Freehold |

Part 2 - Insurances

| Brief description of policy, including policy number | Date of policy | Insurance company/broker (include addresses for service of notices) |
|--|----------------|---|
| Not applicable | | |

SCHEDULE 2

Plan



SCHEDULE 3

Events of Default

Each of the events and circumstances set out in this Schedule is an Event of Default:

1. **Non-payment** - the Developer fails to pay the Secured Obligations when they fall due;
2. **Other obligations** - the Developer fails to comply with any term of this Deed;
3. **Security** - this Deed does not create as valid and effective security that which it purports to create, any security ranks prior to or equally with any security created under this Deed or any claim of any unsecured and unsubordinated creditor of the Developer (except any claim which is mandatorily preferred by law of general application to companies) ranks prior to any claim of Cannon Kirk against the Developer under this Deed or the Sale Agreement;
4. **Obligations unlawful or unenforceable** - it is or becomes unlawful, to any extent, for the Developer to perform, any of its obligations or to exercise its rights under this Deed or any obligation of the Developer under the Deed is not legal, valid, binding and enforceable;
5. **Insolvency** -
 - 5.1 Any of the following corporate actions, legal proceedings or similar procedure apply to the Developer:
 - 5.1.1 the filing of or making of a winding up petition (other than any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 21 days of commencement);
 - 5.1.2 the Developer is unable or admits inability to pay its debts as they fall due;
 - 5.1.3 the appointment of an administrator, liquidator, administrative receiver, compulsory manager, Receiver or similar;
 - 5.1.4 a voluntary winding up is commenced except a winding up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; and/or
 - 5.1.5 the Developer ceases to exist, is wound up, is dissolved, or is removed from the Registrar of Companies; and
6. **Rescission** - any person other than Cannon Kirk rescinds or repudiates this Deed or purports to do so or shows an intention to do so.

EXECUTION PAGE

The Developer

Executed as a deed by
**COUNTRYSIDE PROPERTIES (UK)
LIMITED,**
acting by two attorneys each in the presence
of a witness.

Redacted - Eversheds Sutherland
(International) LLP

Attorney

JAMES HOUTON

Witness signature:

Redacted - Eversheds Sutherland
(International) LLP

NEIL ROGERS

Witness name:

Witness address:

Redacted -
Eversheds
Sutherland
(International) LLP

Redacted - Eversheds Sutherland
(International) LLP

Attorney

Witness signature:

Redacted - Eversheds Sutherland
(International) LLP

Peter Sadler

NEIL ROGERS

Witness name:

Witness address:

Redacted -
Eversheds
Sutherland
(International) LLP

Cannon Kirk

Executed as a deed by
CANNON KIRK PROPERTY LIMITED,
acting by one director in the presence of:

Director

Name:

Witness signature:

I confirm that I was physically present when
the director signed this legal mortgage.

Witness name:

Witness address: