



Registration of a Charge

Company name: **ISLE OF WIGHT CARE LIMITED**

Company number: **03074361**



X700J095

Received for Electronic Filing: **18/02/2018**

Details of Charge

Date of creation: **01/02/2018**

Charge code: **0307 4361 0007**

Persons entitled: **VENTURE CAPITAL EUROPE INVESTMENTS LIMITED**

Brief description: **AS CONTINUING SECURITY FOR PAYMENT AND DISCHARGE OF THE SECURED LIABILITIES A LEGAL MORTGAGE OVER THE FREEHOLD PROPERTY BEING CAPRI RESIDENTIAL HOME ST JOHNS ROAD ISLE OF WIGHT PO36 8HE REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER IW9060 AND PORTLAND LODGE 21 LANDGUARD MANOR ROAD SHANKLIN ISLE OF WIGHT PO37 7HZ REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER IW14684.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ZAFAR RAFIQ (DIRECTOR)**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3074361

Charge code: 0307 4361 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2018 and created by ISLE OF WIGHT CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2018 .

Given at Companies House, Cardiff on 21st February 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated [17] February 2018

ISLE OF WIGHT CARE LIMITED

(as the Mortgagor)

and

VENTURE CAPITAL (EUROPE) INVESTMENTS LIMITED

(as the Mortgagee)

MORTGAGE

(all that freehold land being Capri Residential Home St Johns Road
Isle of Wight PO36 8HE registered at HM Land registry under title
number IW9060 and Portland Lodge 21 Landguard Manor Road
Shanklin Isle of Wight PO37 7HZ registered at HM Land Registry
under title number IW14684)

**THIS IS AN IMPORTANT DOCUMENT, AND IF YOU SIGN IT YOU
WILL BE LEGALLY BOUND. YOU ARE RECOMMENDED TO TAKE
INDEPENDENT LEGAL ADVICE BEFORE SIGNING**

EXECUTION COPY CIRCULATED 310118

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THIS LEGAL MORTGAGE is made by way of deed on [] February 2018

BETWEEN:

- (1) **ISLE OF WIGHT CARE LIMITED** incorporated and registered in England and Wales with company number **03074361** whose registered office is at Walton Grange, Walton, High Ercall, Telford Shropshire TF6 6AR (the "**Mortgagor**"); and
- (2) **VENTURE CAPITAL (EUROPE) INVESTMENTS LIMITED** incorporated and registered in England and Wales with company number **07226528** whose registered office is at 209 Tower Bridge Business Centre; 46-48 East Smithfield, London E1W 1AW (the "**Mortgages**").

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

"**Authorisation**" means an authorisation, approval, consent, licence, permit, exemption, registration or filing which is necessary or desirable for the ownership, use or enjoyment of the Property or the validity or effectiveness of this Deed.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"**Charged Assets**" means the Property and the other assets and rights of the Mortgagor described in Clause 3.1 and Clause 3.2 and shall be interpreted to mean both the whole and any part of such Property, assets and rights and any interest therein.

"**Default Rate**" means the rate specified in the Principal Agreement of even date.

"**Event of Default**" means any of the events, matters or circumstances which constitute an Event of Default under the Principal Agreement

"**Enforcement Event**" means any of the following events or circumstances:

- (a) the Mortgagor fails to pay or discharge any of the Secured Liabilities when due for payment or discharge;
- (b) an Event of Default occurs;
- (c) the Mortgagor breaches any of the provisions of this Deed;
- (d) the Mortgagor passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any step is taken by the Mortgagor or any other person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets or for the general readjustment or rescheduling of its indebtedness or for any composition with its creditors;
- (e) an order is made for compulsory acquisition or requisition of the Property.

"**Event of Default**" means any of the events, matters or circumstances which constitute an Event of Default under the Principal Agreement.

"Insurances" means all contracts or policies of insurance required to be effected and maintained by the Mortgagor under Clause 4.13.

"Land Registration Acts" means the Land Registration Acts 1925 to 2002.

"Party" means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative.

"Principal Agreement" means the Unregulated Secured Business Loan Agreement made between the Mortgagor (1) and the Mortgagee (2) whether or not any other person is also a party thereto and whether made before, on or after the date of this Deed.

"Prior Mortgage" means the registered charge dated 15 August 2003 and made between the Mortgagor and Lloyds Bank Plc whose address is at Pendeford Securities Centre, Pendeford Business Park Wobaston Road Wolverhampton WV9 5HZ
1.

"Property" means the property of the Mortgagor described in the Schedule together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale and all other income in respect of such property and all rights appurtenant to or benefiting such property, and shall be interpreted to mean both the whole and any part of such property, assets, proceeds and rights and any interest therein.

"Receiver" means any one or more receivers and/or managers appointed by the Mortgagee pursuant to this Deed in respect of the Mortgagor or over all or any of the Charged Assets.

"Relevant Legislation" means all laws, directions, regulations, codes of practice, guidance notes, circulars and the like concerning the protection of the environment, human health or working conditions at the Property, or the actual or proposed use or development of the Property.

"Secured Liabilities" means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise and in whatever currency which may now or at any time in the future be due, owing or incurred from or by the Mortgagor to the Mortgagee under the Principal Agreement together with all costs, charges and expenses incurred by the Mortgagee under this Deed.

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

"Security Period" means the period from the date of this Deed until the Mortgagee confirms in writing to the Mortgagor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Construction

In this Deed, unless the context otherwise requires:

1.2.1 each reference to this Deed the Principal Agreement, or any other agreement or instrument is a reference to this Deed the Principal Agreement, or such other agreement or instrument as amended, novated, replaced, restated, supplemented or varied from time to time;

1.2.2 each reference to a provision of law is a reference to that provision as amended, replaced or re-enacted from time to time;

- 1.2.3 any grant of rights for full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994;
- 1.2.4 Clause and Schedule headings are for ease of reference only;
- 1.2.5 each reference to a Clause or Schedule is a reference to a Clause or Schedule of this Deed;
- 1.2.6 words importing the singular shall include the plural and vice versa;
- 1.2.7 words importing one gender will be treated as importing any gender;
- 1.2.8 a reference to any person includes that person's successors and (in the case of the Mortgagee only) its permitted assignees and transferees;
- 1.2.9 a reference to any person is to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any agency of a state, whether or not a separate legal entity;
- 1.2.10 where the Mortgagor consists of two or more persons:
- (a) such expression shall in this Deed mean and include such two or more persons and each of them or (as the context may require) any of them;
 - (b) all charges, assignments, covenants, agreements, undertakings, representations, warranties, obligations and liabilities expressed or implied on the part of the Mortgagor in this Deed shall be deemed to be the joint and several charges, assignments, covenants, agreements, undertakings, representations, warranties, obligations and liabilities of such persons;
 - (c) each such person shall be bound by this Deed even if any other of them intended or expressed to be bound by it is not so bound for any reason;
 - (d) the Mortgagee may release or discharge any one or more of them from all or any liability or obligation under this Deed or may make any arrangement or composition with any such person without thereby releasing any other or others of them or otherwise prejudicing its rights under this Deed or otherwise;
- 1.2.11 words and expressions defined in the Principal Agreement shall have the same meaning when used in this Deed unless otherwise defined in this Deed;
- 1.2.12 the provisions of the Principal Agreement (*Construction*) shall apply to this Deed as though they were set out in full in this Deed but with each reference to this "Agreement" being replaced with reference to this "Deed";
- 1.2.13 in the event of any conflict between the terms of the Principal Agreement and the terms of this Deed, the terms of the Principal Agreement shall prevail;
- 1.2.14 the words "include", "including", "in particular" and any similar expression shall not be construed as implying any limitation, and general

words introduced by "other", "otherwise" or any similar expression will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class, of acts, matters or things.

1.3 Effect of this Deed

This Deed is intended to take effect as a deed notwithstanding that a Party may have executed it under hand only.

2 COVENANT TO PAY

2.1 Covenant

The Mortgagor covenants that it will pay to the Mortgagee or discharge all Secured Liabilities on the due date or dates for payment or discharge or, if earlier, immediately upon demand by the Mortgagee following the occurrence of an Enforcement Event.

2.2 Interest

The Mortgagor shall pay to the Mortgagee interest on the Secured Liabilities to the date of actual payment or discharge (notwithstanding any demand or judgement or the liquidation or administration of the Mortgagor or any arrangement or composition with creditors by the Mortgagor) at the Default Rate.

3 CHARGES

3.1 Fixed charge

The Mortgagor charges to the Mortgagee as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future:

- 3.1.1 by way of legal mortgage, the Property; and
- 3.1.2 by way of fixed charge, the full benefit of all agreements, contracts, guarantees, indemnities, warranties and other documents and arrangements relating to the Property to which the Mortgagor is or may become a party or is or becomes otherwise entitled in respect of the Property, and all rights and claims thereunder;
- 3.1.3 by way of fixed charge, all loose plant, machinery and equipment owned by the Mortgagor and situated at the Property; and
- 3.1.4 if and in so far as any assignment in Clause 3.2 shall for any reason be ineffective as an assignment, by way of fixed charge the assets referred to in that Clause.

3.2 Assignment

3.2.1 The Mortgagor assigns and agrees to assign absolutely to the Mortgagee by way of security the following assets, both present and future:

- (a) all its rights, title and interest in and to all payments made under the Insurances;
- (b) all its rights, title and interest in and to all Authorisations;
- (c) all its rights, title and interest in and to any rental and other income in respect of the Property;

(d) all the goodwill of the business carried on by the Mortgagor at the Property and the benefit of all contracts and claims in respect of that business; and

(e) all rights and claims to which it the Mortgagor is entitled in relation to the Charged Assets.

3.2.2 Notwithstanding the assignment in Clause 3.2.1 the Mortgagor will remain liable to perform all the obligations to be performed on the part of the Mortgagor in respect of the assets assigned and the Mortgagee shall have no obligation of any kind in respect of those assets nor any liability to perform the Mortgagor's obligations thereunder, unless the Mortgagee expressly agrees otherwise in writing. The Mortgagor will indemnify the Mortgagee in respect of all liabilities which the Mortgagee may incur in respect of the assets assigned under Clause 3.2.1.

3.2.3 At the end of the Security Period, the Mortgagee will, at the request and cost of the Mortgagor, reassign the assets referred to in Clause 3.2.1 to the Mortgagor or as it may direct.

3.3 Priority

The charges and assignments created by this Deed:

3.3.1 subject only to the Prior Mortgage rank as first charges and assignments; and

3.3.2 are given with full title guarantee.

4 UNDERTAKINGS

4.1 Duration

The undertakings in this Clause 4 remain in force during the Security Period.

4.2 Negative Pledge

The Mortgagor will not create or agree to create or permit to subsist any Security Interest over the Property, other than:

4.2.1 any Security Interests created by this Deed; and

4.2.2 the Prior Mortgage; and

4.2.3 any other Security Interest to which the Mortgagee has given its prior written consent.

4.3 Deposit of Deeds

The Mortgagor will deposit with the Mortgagee (to be held at the risk of the Mortgagor) all deeds and documents of title relating to the Property and such other Charged Assets as the Mortgagee may require.

4.4 Compliance with Obligations

The Mortgagor will:

4.4.1 observe and perform all covenants, burdens, stipulations, requirements and obligations from time to time affecting the Charged Assets or the

use, ownership, occupation, possession or other enjoyment of the Charged Assets whether imposed by statute, contract, lease or otherwise;

4.4.2 punctually pay, or cause to be paid, and indemnify the Mortgagee and any Receiver against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings now or at any time payable in respect of the Property or any part;

4.4.3 use all reasonable endeavours to procure the observance and performance by the other parties to any Insurances, Authorisations, agreements and other obligations affecting the Charged Assets or their ownership or use;

4.4.4 do all acts necessary or desirable to preserve its rights, title and interest in and to the Charged Assets; and

4.4.5 not, without the written prior consent of the Mortgagee, enter into any onerous or restrictive obligations in respect of any of the Charged Assets.

4.5 Development and Alterations

The Mortgagor will not, without the prior written consent of the Mortgagee, make or permit others to make any application for planning permission in respect of any part of the Property or make any structural or material alteration or addition to the Property, change the use of, or carry out or permit to be carried out any development on, any part of the Property.

4.6 Repair

The Mortgagor will keep the Property and all buildings thereon in good repair and condition and all fixtures, plant, machinery and equipment on the Property in good working order and condition (fair wear and tear excepted in the case of fixtures, plant, machinery and equipment) and fully protected against damage or deterioration and will not commit any waste on the Property.

4.7 Access

The Mortgagor will permit any person appointed by the Mortgagee, without the Mortgagee becoming liable to account as mortgagee in possession, (at reasonable times and upon reasonable notice) to enter upon the Property and inspect the state of the Charged Assets.

4.8 Information and Notices

4.8.1 The Mortgagor will produce to the Mortgagee such documents or information relating to the Charged Assets as the Mortgagee may from time to time reasonably request and promptly deliver to the Mortgagee a copy of any notice, order or proceedings served by any person on the Mortgagor concerning any Charged Assets, or alleging any breach by the Mortgagor of its obligations relating to the Charged Assets.

4.8.2 The Mortgagor will, if requested by the Mortgagee, without delay and at its own cost take all reasonable or necessary steps to comply with any notice, order or proceedings referred to in Clause 4.8.1.

4.8.3 The Mortgagor will, at the request of the Mortgagee, without delay and at its own cost give notice to such persons specified by the Mortgagee of the security created by this Deed.

4.9 Relevant Legislation

The Mortgagor will:

- 4.9.1 not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in, on or in respect of the Property required to be done or omitted by any Relevant Legislation or which shall contravene the provisions of any Relevant Legislation; and
- 4.9.2 indemnify and keep indemnified the Mortgagee against all actions, proceedings, costs, expenses, claims and demands whatsoever in respect of any such act, matter or thing referred to in Clause 4.9.1.

4.10 Authorisations

The Mortgagor will at all times acquire and maintain all Authorisations and will comply with all terms and conditions relating to all Authorisations and will not do or permit any act or omission whereby any Authorisation would be liable to be varied or revoked.

4.11 Value

The Mortgagor will not do, or cause or permit to be done, anything which may depreciate, jeopardise or otherwise prejudice the value to the Mortgagee of the Property nor incur any expenditure or liability of an exceptional or unusual nature in respect of the Property without the prior written consent of the Mortgagee.

4.12 Land Registration Acts

4.12.1 The Mortgagor will not, without the prior written consent of the Mortgagee:

- (a) permit any person to be registered as proprietor of the Property under the Land Registration Acts;
- (b) create or knowingly permit to arise or subsist any overriding interest affecting the Property within the definition in the Land Registration Acts; or
- (c) permit any person to become entitled to any proprietary right or interest which might reasonably be expected to affect the value of the Property or any other Charged Asset thereon.

4.12.2 The costs incurred by the Mortgagee in lodging from time to time a caution against registration of the Property shall be deemed to be costs properly incurred by it under this Deed.

4.13 Insurances

4.13.1 The Mortgagor will effect and maintain:

- (a) insurance of the Property and the buildings, fixtures, plant, machinery and equipment on the Property on a full reinstatement basis, including, without limitation, site clearance costs, professional fees, VAT and subsidence;
- (b) third party liability insurances in respect of the Property;
- (c) insurance against acts of terrorism in respect the Property; and

- (d) such insurances in relation to its business or assets which would be effected by a prudent company in the same business.

all such insurances to be in amount and in form and with an insurance company or underwriters acceptable to the Mortgagee (acting reasonably) and with the interest of the Mortgagee noted thereon.

- 4.13.2 The Mortgagor will supply to the Mortgagee such information in connection with the insurances and copies of the policies as the Mortgagee may reasonably require and will notify the Mortgagee of renewals made and material variations or cancellations of policies made or, to the knowledge of the Mortgagor, threatened or pending.

- 4.13.3 The Mortgagor will promptly pay all premiums and do all other things necessary to keep all of the insurances in full force and effect and will not do or permit to be done anything which may make any of the insurances void or voidable.

- 4.13.4 If the Mortgagor fails to comply with any of the provisions of this Clause 4.13, the Mortgagee shall immediately be entitled to effect the insurances concerned at the expense of the Mortgagor.

- 4.13.5 The Mortgagor will apply all monies received or receivable under any insurance in respect of the Property towards replacing, restoring or reinstating such Property, or (at the sole discretion of the Mortgagee) in or towards the payment and discharge of the Secured Liabilities.

4.14 Restrictions on dealing with the Charged Assets

- 4.14.1 The Mortgagor will not save as permitted by the Principal Agreement (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time):

- (a) sell, transfer, lease, declare any trust in respect of or otherwise dispose of any of the Charged Assets or any interest therein; or
- (b) grant any lease, licence or tenancy or otherwise part with or share possession or occupation of the Property; or
- (c) agree to do any of those things.

- 4.14.2 The Mortgagor will not save as permitted by the Principal Agreement exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the Law of Property Act 1925 or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same.

- 4.14.3 The Mortgagor will not without the prior written consent of the Mortgagee, make, nor revoke any existing, election in respect of value added tax in relation to any part of the Charged Assets.

4.15 Power to remedy

- 4.15.1 If the Mortgagor at any time defaults in complying with any of its obligations contained in this Deed, the Mortgagee shall, without prejudice to any other rights arising as a consequence of such default, be entitled to make good such default and the Mortgagor irrevocably authorises the Mortgagee and its employees and agents by way of security to do all such things necessary or desirable in connection with the same.

- 4.15.2 Any moneys so expended by the Mortgagee shall be repayable by the Mortgagor to the Mortgagee on demand together with interest at the Default Rate from the date of payment by the Mortgagee until such repayment, both before and after judgment.

5 FURTHER ASSURANCE

5.1 Further Assurance

The Mortgagor will, if and when required by the Mortgagee:

- 5.1.1 execute such further Security Interests and assurances in favour of the Mortgagee and do all such acts and things as the Mortgagee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to perfect or protect the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same; and
- 5.1.2 affix to such items of the Charged Assets or endorse or cause to be endorsed thereon as the Mortgagee shall stipulate such signs, labels, memoranda or other recognisable identification markings as the Mortgagee shall require referring or drawing attention to the security constituted by or pursuant to this Deed.

5.2 Certain Documentary Requirements

Such further Security Interests and assurances shall be prepared by or on behalf of the Mortgagee, at the expense of the Mortgagor, and shall contain an immediate power of sale without notice, a clause excluding section 93 of the Law of Property Act 1925, a clause excluding the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Mortgagee as it may reasonably require.

6 CERTAIN POWERS OF THE MORTGAGEE

6.1 Powers on Enforcement

At any time on or after the occurrence of an Enforcement Event, or if requested by the Mortgagor, the Mortgagee may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925, as varied or extended by this Deed, and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

6.2 Statutory Power of Leasing

The Mortgagee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Mortgagee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

6.3 Contingencies

- 6.3.1 If the Mortgagee enforces the security constituted by this Deed at a time when no amount in respect of the Secured Liabilities is due and payable, the Mortgagee (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

6.3.2 The Mortgagee may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:

- (a) paying all costs, charges and expenses incurred and payments made by the Mortgagee (or the Receiver) in the course of such enforcement;
- (b) paying remuneration to the Receiver as and when the same becomes due and payable; and
- (c) paying amount due and payable in respect of the Secured Liabilities as and when the same become due and payable.

6.4 Redemption of Prior Security

6.4.1 At any time on or after the occurrence of an Enforcement Event, or if requested by the Mortgagor, the Mortgagee may:

- (a) redeem any prior Security Interest against any of the Charged Assets; and/or
- (b) procure the transfer of that Security Interest to itself; and/or
- (c) settle and pass the accounts of the Prior Mortgagee, chargee or encumbrancer and any accounts settled and passed will be conclusive and binding on the Mortgagor.

6.4.2 The Mortgagor will pay on demand all principal moneys, interest, costs, charges and expenses in connection with any such redemption and/or transfer.

6.5 Power of Sale and Right of Consolidation

Sections 93 and 103 of the Law of Property Act 1925 do not apply to the security constituted by this Deed.

7 APPOINTMENT AND POWERS OF RECEIVER

7.1 Appointment

7.1.1 At any time on or after the occurrence of an Enforcement Event, or if requested by the Mortgagor, the Mortgagee may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Charged Assets or any part thereof.

7.1.2 Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Mortgagee may specify to the contrary in the appointment.

7.1.3 The Mortgagee may (subject to section 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.

7.2 Receiver as Agent

A Receiver shall be the agent of the Mortgagor and the Mortgagor will be solely responsible for his acts or defaults and for his remuneration.

7.3 Powers of Receiver

A Receiver shall have all the powers conferred from time to time on receivers and administrative receivers (whether or not the Receiver is an administrative receiver) by statute and power on behalf and at the expense of the Mortgagor to do, or omit to do, anything which the Mortgagor could do, or omit to do, in relation to the Charged Assets or any part thereof including (without limitation) power to:

- 7.3.1 take possession of, collect and get in, and give a good discharge for, all or any of the Charged Assets; and/or
- 7.3.2 exercise in respect of the Charged Assets all powers or rights available to a registered or other holder in such manner as he may think fit; and/or
- 7.3.3 carry on, manage, develop, reconstruct, amalgamate or diversify the whole or any part of the business carried on by the Mortgagor on the Property; and/or
- 7.3.4 lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; and/or
- 7.3.5 raise or borrow any money from or incur any other liability to the Mortgagee or others on such terms, with or without security, as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to this security or otherwise; and/or
- 7.3.6 sell, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets for such consideration and generally on such terms and conditions as he may think fit; and the consideration for such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall immediately be and become charged with the payment of all the Secured Liabilities; and/or
- 7.3.7 promote the formation of companies with a view to the same becoming a subsidiary of the Mortgagor and purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Assets on such terms and conditions as he may think fit; and/or
- 7.3.8 make any arrangement or compromise or enter into, or cancel, any contracts which he shall think expedient; and/or
- 7.3.9 make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances; and/or
- 7.3.10 appoint managers, agents, officers and employees for any of the purposes referred to in this Clause 7.3; and/or
- 7.3.11 institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as he may think fit; and/or
- 7.3.12 delegate his powers in accordance with Clause 10; and/or

- 7.3.13 sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers referred to in this Clause 7.3 or to the realisation of the security created by or pursuant to this Deed and to use the name of the Mortgagor for all the purposes referred to in this Clause 7.3.

7.4 Remuneration

The Mortgagee may from time to time determine the remuneration of any Receiver and section 109(6) of the Law of Property Act 1925 shall be varied accordingly.

8 APPLICATION OF PROCEEDS

All moneys received by the Mortgagee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Mortgagee in its absolute discretion may from time to time conclusively determine, except that the Mortgagee may procure the payment of the same to the credit of a suspense account in the name of the Mortgagee for so long and in such manner as the Mortgagee may from time to time determine and the Receiver may retain the same for such period as he and the Mortgagee consider expedient.

9 PROTECTION OF THIRD PARTIES

9.1 Deemed Right to Enforce

In favour of any purchaser (as defined in section 205 of the Law of Property Act 1925) or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred upon the Mortgagee by the Law of Property Act 1925, as varied and extended by this Deed, shall be deemed to arise, immediately after the execution of this Deed.

9.2 No Enquiry Required

No purchaser or other person dealing with the Mortgagee or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under this Deed has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by, or other dealing with, the Mortgagee or such Receiver or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

10 DELEGATION

The Mortgagee and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made upon the terms (including power to sub-delegate) and subject to any regulations which the Mortgagee or such Receiver (as the case may be) may think fit. Neither the Mortgagee nor any Receiver will be in any way liable or responsible to the Mortgagor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

11 INDEMNITIES

11.1 Enforcement Costs

The Mortgagor shall, within 3 Business Days of demand, indemnify the Mortgagee against any cost, loss or liability incurred by the Mortgagee or by any Receiver as a result of the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Assets together

with interest at the Default Rate from the date on which such cost, loss or liability was so incurred until the date of payment by the Mortgagor, both before and after judgment.

11.2 Indemnity from Charged Assets

The Mortgagee and any Receiver, attorney, agent or other person appointed by the Mortgagee under this Deed and the officers and employees of the Mortgagee and any such Receiver, attorney, agent or other person (each an "Indemnified Party") shall be entitled to be indemnified out of the Charged Assets in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:

- 11.2.1 anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed; or
- 11.2.2 any breach by the Mortgagor of any of its obligations under this Deed; or
- 11.2.3 any claim made or asserted against an Indemnified Party under any Relevant Legislation which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

12 POWER OF ATTORNEY

12.1 Power of Attorney

The Mortgagor, by way of security (and to secure proprietary interests of any delegates), irrevocably appoints each of the Mortgagee and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf:

- 12.1.1 to execute and complete any documents or instruments which the Mortgagee or such Receiver may require for perfecting the title of the Mortgagee to the Charged Assets or for vesting the same in the Mortgagee, its nominee or any purchaser;
- 12.1.2 to sign, execute, seal and deliver, and otherwise perfect, any further Security Interests or other documents referred to in Clause 5; and
- 12.1.3 otherwise generally to sign, seal, execute and deliver all deeds, agreements and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Mortgagee or a Receiver under this Deed or which may be deemed expedient by the Mortgagee or a Receiver in connection with any disposition, realisation or getting in of the Charged Assets or any part thereof or in connection with any other exercise of any power under this Deed.

12.2 Ratification

The Mortgagor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney pursuant to Clause 12.1 shall do, or purport to do, in the exercise of his powers under Clause 12.1.

13 MISCELLANEOUS

13.1 Continuing Security

This Deed and the obligations of the Mortgagor under this Deed shall:

- 13.1.1 secure the ultimate balance of the Secured Liabilities and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;
- 13.1.2 be subject to the Security Interests created by the Prior Mortgage, and the rights of the respective mortgagee under the Prior Mortgage.
- 13.1.3 be in addition to, and not prejudice or affect, any present or future Security Interest, or any other right or remedy held by or available to the Mortgagee; and
- 13.1.4 not merge with, or be in any way prejudiced or affected by the existence of, any such Security Interest, right or remedy.

13.2 Exercise of Rights

The rights of the Mortgagee under this Deed may be exercised as often as necessary, and no waiver thereof shall be effective unless it is made by the Mortgagee in writing and with specific reference to the right concerned. Any delay in the exercise or non-exercise of any right of the Mortgagee under this Deed is not a waiver of that right.

13.3 Land Registry

13.3.1 In respect of the Property charged by this Deed, the title to which is or is to be registered at the Land Registry, the Mortgagor:

- (a) certifies that the security created by this Deed does not contravene any of the provisions of the constitutional or other governing documents of the Mortgagor; and
- (b) hereby consents to the lodgement at the Land Registry of an application by or on behalf of the Mortgagee for the entry of the following restriction in the Proprietorship Register of any relevant Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [1] February 2018 in favour of Venture Capital (Europe) Investments Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

13.3.2 Any obligation on the part of the Mortgagee to make further advances to the Mortgagor under any document evidencing the Secured Liabilities shall be deemed to be incorporated in this Deed for the purposes of section 94(1)(c) of the Law of Property Act 1925 and Rule 108 of the Land Registration Rules 2003 and the Mortgagor hereby consents to the lodgement at the Land Registry of an application by or on behalf of the Mortgagee for the entry of a note of such obligation on the charges register of each of the titles referred to in Clause 13.3.1

13.4 No Responsibility for Loss

Neither the Mortgagee nor any Receiver shall be responsible for any loss occasioned by the timing of the exercise of its powers under this Deed.

13.5 No Liability as Mortgagee in Possession

Neither the Mortgagee nor any Receiver shall be liable to account as mortgagee or heritable creditor in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee or heritable creditor in possession may be liable as such.

13.6 Perpetuity Period

The perpetuity period applicable to any trusts created by this Deed is eighty years.

14 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

15 TRANSFERS

15.1 Transfer by the Mortgagee

The Mortgagee may assign or transfer the benefit of this Deed to any person to whom the Mortgagee is entitled to assign or transfer the benefit of the Principal Agreement. The Mortgagee may without restriction assign, transfer or declare a trust in respect of the whole or any part of its rights and obligations under or in respect of this Deed.

15.2 Transfer by the Mortgagor

The Mortgagor may not assign or transfer any of its rights and obligations under or in respect of this Deed or enter into any transaction which would result in any of those rights and obligations passing to another person.

16 NOTICES

16.1 Communications in Writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter. Any such communication by the Mortgagee may be signed by an officer, employee or agent of the Mortgagee.

16.2 Communications by the Mortgagee

Without prejudice to any other effective means of service, any communication by the Mortgagee may be served on the Mortgagor personally at, or by fax or by post to, the registered office or any place of business or last known address of the Mortgagor. Any such communication so served shall be deemed to have been received by the Mortgagor and to be effective:

16.2.1 If delivered personally, immediately upon delivery;

16.2.2 If by way of fax, when the Mortgagee has received a sent facsimile transmission report; and

16.2.3 If sent by post, on the second Business Day following the day on which it was deposited in the post postage prepaid, even if returned undelivered.

16.3 Communications by the Mortgagor

Any communication or document to be made or delivered to the Mortgagee will be treated as delivered for the purposes of this Deed only when actually received by the Mortgagee.

17 ACCOUNTING

17.1 Accounting Records

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Mortgagee are prima facie evidence of the matters to which they relate.

17.2 No set-off by the Mortgagor

All payments to be made by the Mortgagor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

18 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of each document governing the terms of the Secured Liabilities and relating to any disposition of property shall be deemed to be incorporated in this Deed.

19 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 this Deed.

20 THIRD PARTY RIGHTS

Save as permitted in this Deed, a person who is not a Party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This Clause 20 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

21 GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with English law and the Mortgagor irrevocably submits to the non-exclusive jurisdiction of the English courts.

IN WITNESS of which this Deed has been entered into and has been caused to be delivered on the date first stated.

SCHEDULE
The Property

ALL THAT freehold land being Capri Residential Home St Johns Road Isle of Wight PO36 8HE registered at HM Land registry under title number **IW9060** and Portland Lodge 21 Landguard Manor Road Shanklin Isle of Wight PO37 7HZ registered at HM Land Registry under title number **IW14684**

EXECUTION PAGE

SIGNED (but not delivered until the date hereof) and delivered as a DEED by the Mortgagor:

Name (in block capitals) ISLE OF WIGHT CARE LIMITED acting by

Signature:

in the presence of:

Witness Signature:

Name (in block capitals)

Address:

Occupation:

AZT

AC
ACMADLESTON

259 CHESTER (LD)

HUGSON

WAG DAN

Campana J. L. 701

SIGNED (but not delivered until the date hereof) and delivered as a DEED by the Mortgagee:

Name (in block capitals) VENTURE CAPITAL (EUROPE) INVESTMENTS LIMITED acting by

Signature:

in the presence of:

Witness Signature:

Name (in block capitals)

Address:

Occupation:

N. Rez

Narmine Rafiq

643 Sheffield Rd

Sparkhill Birmingham

B11 4DY

Solicitor