



Registration of a Charge

Company Name: **DEFINE DATA LIMITED**

Company Number: **03087472**



Received for filing in Electronic Format on the: **02/11/2022**

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Details of Charge

Date of creation: **27/10/2022**

Charge code: **0308 7472 0016**

Persons entitled: **AMML PROPERTIES LIMITED (COMPANY NUMBER: 11197022)**

Brief description: **68 CLIFF ROAD, SHERINGHAM, NORFOLK NR26 8BJ AND LAND ON THE SOUTH SIDE OF CLIFF ROAD, SHERINGHAM AS THE SAME IS REGISTERED AT THE LAND REGISTRY AND FORMS THE WHOLE OF TITLE NUMBERS NK91594 AND NK92369**

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: **TOBY PRESTON, PARTNER, FOR AND BEHALF OF BRAY & BRAY SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3087472

Charge code: 0308 7472 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th October 2022 and created by DEFINE DATA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2022 .

Given at Companies House, Cardiff on 4th November 2022

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

27th October 2022

LEGAL MORTGAGE OF PROPERTY

between

DEFINE DATA LIMITED

and

AMML PROPERTIES LIMITED

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THIS DEED is dated

27th October 2022

PARTIES

- (1) **DEFINE DATA LIMITED** (Company Number 03087472) whose registered office is situate at J D Gardiner & Co, Corby Enterprise Centre, Priors Hall, London Road, Corby, Northamptonshire NN17 5EU 14 (**BORROWER**).
- (2) **AMML PROPERTIES LIMITED** (Company number: 11197022) First Floor 149 St Marys Road Market Harborough Leicestershire LE16 7DZ (**LENDER**).

BACKGROUND

- (A) The Lender has agreed under the Agreement to provide the Borrower with the Loan on a secured basis.
- (B) The Borrower is the owner of the Property.
- (C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan.
- (D) The Loan will be repaid in accordance with the Agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this mortgage.

Definitions:

Agreement: the loan agreement of even date herewith between the Borrower and the Lender for the provision of the loan secured by this mortgage.

Business Day: a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business.

Event of Default: any event or circumstance listed either the Agreement or in *Schedule 5* and where there is any conflict between the Agreement and this Deed the terms of *Schedule 5* of this Deed shall take precedence.

Delegate: any delegate of the Receiver appointed in accordance with this deed.

Encumbrance: as defined in the Agreement.

Event of Default: as defined in the Agreement.

Loan: as defined in the Agreement.

LPA 1925: the Law of Property Act 1925.

Property: the freehold property (whether registered or unregistered) owned by the Borrower described in *Schedule 1*.

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan, the Agreement and this mortgage.

Security Period: the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been discharged in full in accordance with clause 3.4 of the Agreement.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this mortgage and references to paragraphs are to paragraphs of the relevant Schedule.

A reference to **this mortgage** (or any provision of it) or to any other document referred to in this mortgage is a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties.

A reference to a **person** includes a natural person, corporate or unincorporated body, or any state or any agency of any person.

A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).

Clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage.

If there is an inconsistency between a defined term in this mortgage and in the Agreement, the provisions of this mortgage shall prevail.

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

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;

- The Schedules form part of this mortgage and shall have effect as if set out in full in the body of this mortgage. Any reference to this mortgage includes the Schedules.

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of the Agreement and this mortgage.

The Borrower shall use the Loan to purchase and develop the Property.

The Borrower shall pay to the Lender and discharge the Secured Liabilities in accordance with the Agreement.

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of first legal mortgage.

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

7. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender in the terms set out in *Schedule 2* on each day during the Security Period.

The Borrower covenants with the Lender in the terms set out in *Schedule 3*.

9. POWERS OF THE LENDER

The Lender shall have the powers set out in *Schedule 4*.

10. ENFORCEMENT OF SECURITY

10.1 When security becomes enforceable

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs (whether or not such an Event of Default is still continuing) whereupon it shall become immediately exercisable.

10.2 When statutory powers arise

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage.

11. RECEIVERS

11.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Property

11.2 Removal

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

11.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged

11.4 Power of appointment additional to statutory powers

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

11.5 Power of appointment exercisable despite prior appointments

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

11.6 Agent of the Borrower

Any Receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

12. POWERS OF RECEIVER

12.1 Powers additional to statutory powers

- (a) Any Receiver appointed by the Lender under this deed shall, in addition to the rights, powers and discretions conferred on him/her by statute, have the rights, powers and discretions set out in clause 12.2 to clause 12.18.
- (b) A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether he/she is an administrative receiver or not.
- (c) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- (d) Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Borrower, the directors of the Borrower or himself/herself.

12.2 Repair and developer the Property

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

12.3 Grant or accept surrenders of leases

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

12.4 Employee Personnel and Advisers

- (a) A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he/she thinks fit.
- (b) A Receiver may discharge any such person or any such person appointed by the Borrower.

12.5 Make and revoke VAT options to tax

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

12.6 Charge for remuneration

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

12.7 Take possession

A Receiver may take immediate possession of, get in and realise any assets charged under the terms of this legal charge.

12.8 Manage or reconstruct of the Borrowers Business

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

12.9 Dispose of Property

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

12.10 Give valid receipts

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

12.11 Make Settlements

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

12.12 Bring legal action

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to the Property or any part thereof as he/she thinks fit.

12.13 Insure

A Receiver may, if he/she thinks fit, but without prejudice to the indemnity in clause 15, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this deed.

12.14 Borrow

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

12.15 Redeem Prior Security

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

12.16 Delegation

A Receiver may delegate his/her powers in accordance with this deed.

12.17 Absolute beneficial

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

12.18 Incidental powers

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

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

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

13. DELEGATION

13.1 Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it or him/her by this deed

13.2 Terms

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

13.3 Liability

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

14. APPLICATION OF PROCEEDS

14.1 Order of application proceeds

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

- (a) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;
- (b) in or towards payment of the Secured Liabilities in any order and manner that the Lender determines; and
- (c) in payment of the surplus (if any) to the Borrower or other person entitled to it

17.2 Appropriation

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

15. COSTS

The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

- (a) this mortgage or the Property; or
- (b) suing for, or recovering, any of the Secured Liabilities.

Including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this mortgage.

16. POWER OF ATTORNEY

16.1 Appointment of attorneys

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

- (a) the Borrower is required to execute and do under this deed; or

any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate.

16.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 16.1.

17. RELEASE

On the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, as soon as reasonably practicable take whatever action is necessary to release the Property from the security constituted by this mortgage.

18. ASSIGNMENT AND TRANSFER

18.1 Assignment by the Lender

The Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this mortgage to any person and shall give notice of such assignment to the Borrower.

18.2 Assignment by the Borrower

The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

19. CONTINUING SECURITY

19.1 Continuing security

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lender discharges this mortgage in writing.

19.2 Rights cumulative

The rights and remedies of the Lender provided under this mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to, and not exclusive of, any rights and remedies provided by law.

19.3 Waivers

Any waiver of any right or remedy by the Lender under this mortgage or by law is only effective if given in writing and signed by the Lender and shall not be deemed a waiver of any other breach or default. It applies only in the circumstances for which it is given, and shall not prevent the Lender from subsequently relying on the relevant provision.

19.4 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.

19.5 Delay

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver.

20. COUNTERPARTS

This mortgage may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

21. NOTICES

21.1 Request for writing

Any notice or other communication given under, or in connection with, this mortgage must be in writing.

21.2 Delivery methods

Any notice or other communication given or delivered under this mortgage must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first-class post or other next working day delivery service.

21.3 Address for service

Any notice or other communication to be given or delivered under this mortgage must be sent to the relevant party as follows:

- (a) to the Borrower at:
14 Bottom Lane Stoke Albany Leicestershire LE16 8PN
- (b) to the Lender at:
First Floor 149 St Marys Road Market Harborough Leicestershire LE16 7DZ
marked for the attention of: Avi Levine

or as otherwise specified by the relevant party by notice in writing to each other party.

21.4 Deemed receipt

Any notice or other communication that the Lender gives to the Borrower under, or in connection with, this mortgage will be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by fax, when received in legible form.

21.5 Delivery on Non-Business Day

A notice or other communication given as described in clause 21.4(a) or clause 21.4(c) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

21.6 Non application of email or fax

A notice or other communication given under or in connection with this mortgage is not valid if sent by e-mail or fax.

21.7 Non application to proceedings

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. GOVERNING LAW

This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23. JURISDICTION

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

24. THIRD PARTY RIGHTS

A person who is not a party to this mortgage shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this mortgage.

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

Schedule 1**Property**

68 Cliff Road, Sheringham, Norfolk NR26 8BJ and Land on the South side of Cliff Road, Sheringham as the same is registered at the Land Registry and forms the whole of Title Numbers NK91594 and NK92369

Schedule 2

Representations and warranties

1. OWNERSHIP OF PROPERTY

The Borrower is the legal and beneficial owner of the Property and has good and marketable title to the Property.

2. NO ENCUMBRANCES

The Property is free from any Encumbrances other than the Encumbrance created by this mortgage.

3. ADVERSE CLAIMS

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.

4. ADVERSE COVENANTS

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property.

5. NO BREACH OF LAWS

There is no breach of any law or regulation which materially adversely affects the Property.

6. NO INTERFERENCE IN ENJOYMENT

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

7. NO OVERRIDING INTERESTS

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

8. AVOIDANCE OF SECURITY

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the insolvency of the Borrower or otherwise.

9. NO PROHIBITIONS OR BREACHES

There is no prohibition on the Borrower assigning its rights in the Property and the entry into this mortgage by the Borrower does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Borrower or its assets.

Part 1. General covenants**1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

Save in relation to the disposal of residential units in the ordinary course of the business of the Borrower. The Borrower shall not at any time, except with the prior written consent of the Lender:

- (a) create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- (c) create or grant any interest in the Property in favour of a third party.

2. PRESERVATION OF PROPERTY

The Borrower shall not knowingly do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this mortgage.

3. ENFORCEMENT OF RIGHTS

The Borrower shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to the Property or any part thereof which the Lender may require from time to time.

4. COMPLIANCE WITH LAWS

The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting the Property or any part thereof and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew the Property or any part thereof.

Part 2. Property covenants**1. REPAIR AND MAINTENANCE**

The Borrower shall once development has taken place keep all fixtures and fittings on the Property in good repair and condition and shall keep the Property adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

2. INSURANCE

- 2.1 The Borrower shall insure and keep insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus

or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerals, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Landlord reasonably requires to be insured against from time to time.

- 2.2 The Borrower shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 2.1 of this Part 2, Schedule 3.

3. INSURANCE PREMIUMS

The Borrower:

- (a) shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect; and
- (b) shall (if the Lender so requires) produce to the Lender the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies.

4. NO INVALIDATION OF INSURANCE

The Borrower shall not knowingly do or omit to do or permit to be done or omitted any thing that may invalidate or otherwise prejudice any insurance policies relating to the Property.

5. INSURANCE POLICIES' PROCEEDS

All monies payable under any of the insurance policies relating to the Property at any time (whether or not the security constituted by this mortgage has become enforceable) shall:

- (a) immediately be paid to the Lender; or
- (b) if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower upon trust for the Lender.

6. LEASES AND LICENCES AFFECTING THE PROPERTY

The Borrower shall not, without the prior written consent of the Lender which consent, in the case of paragraph 6(d), is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent:

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or

- (b) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property; or
- (c) let any person into occupation of or share occupation of the whole or any part of the Property; or
- (d) grant any consent or licence under any lease or licence affecting the Property.

7. NO RESTRICTIVE OBLIGATIONS

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

8. PROPRIETARY RIGHTS

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

9. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS

The Borrower shall:

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

10. NOTICES OR CLAIMS RELATING TO THE PROPERTY

The Borrower shall:

- 10.1 Give full particulars to the Lender of any notice, application or requirement given or made by any public or local body or authority (a Notice) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.
- 10.2 If the Lender so requires, immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may reasonably desire.

11. INSPECTION

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

12. VAT OPTION TO TAX

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

12.1 Exercise any VAT option to tax in relation to the Property.

12.2 Revoke any VAT option to tax exercised prior to and disclosed to the Lender in writing prior to the date of this mortgage.

Schedule 4

Powers of the Lender

1. POWER TO REMEDY

- 1.1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.
- 1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 4, the Lender and its agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

2. EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this mortgage. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

Schedule 5 Events of Default

1. NON-PAYMENT

The Borrower fails to pay any sum payable by it under the Agreement or this mortgage when due, unless its failure to pay is caused solely either by:

- 1.1 An administrative error or technical problem and payment is made within five Business Days of its due date.
- 1.2 An event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made under the Agreement or this mortgage.

2. NON-COMPLIANCE

The Borrower fails (other than a failure to pay) to comply with any provision of the Agreement or this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within 14 Business Days of the earlier of:

- 2.1 The Lender notifying the Borrower of the default and the remedy required.
- 2.2 The Borrower becoming aware of the default.

3. MISREPRESENTATION

Any representation, warranty or statement made by the Borrower in relation to the Agreement or this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made.

4. INSOLVENCY

- 4.1 The Borrower stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due.
- 4.2 A petition for a winding up order or the appointment of a receiver or administrator or a liquidator is presented or is made against the Borrower.

5. GENERAL

- 5.1 Any obligation for the payment or repayment of money, whether present or future, actual or contingent, sole or joint of the Borrower is not paid when due; and/or
- 5.2 Any encumbrance to secure any indebtedness of the Borrower becomes enforceable or capable of being enforced; and/or
- 5.3 Any other event or series of events or any circumstances whether related or not (including but without limitation any adverse change in the business, assets or financial

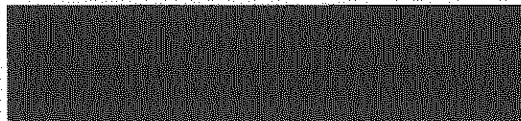
condition of the Borrower) occur(s) or arise(s) which, in the reasonable opinion of the Lender acting reasonably, may be likely to have a material adverse effect on the Borrower or its ability or willingness to perform or comply with any of its obligations under the Agreement or this mortgage.

Signed as a deed by
DEFINE DATA LIMITED
Acting by two Directors
in the presence of:

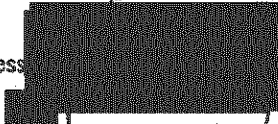
.....

.....

Signed as a deed by AMML
Properties Limited acting by a
Director in the presence of:

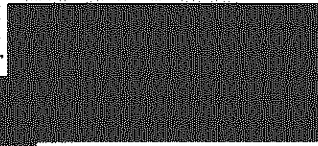


Witness



Name *JENNIFER WHITE*

Address



Occupation



DATED

27 October 2022

LEGAL MORTGAGE OF PROPERTY

between

DEFINE DATA LIMITED

and

AMML PROPERTIES LIMITED

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THIS DEED is dated

27 October

2022

PARTIES

- (1) **DEFINE DATA LIMITED** (Company Number 03087472) whose registered office is situate at J D Gardiner & Co, Corby Enterprise Centre, Priors Hall, London Road, Corby, Northamptonshire NN17 5EU 14 (**BORROWER**).
- (2) **AMML PROPERTIES LIMITED** (Company number: 11197022) First Floor 149 St Marys Road Market Harborough Leicestershire LE16 7DZ (**LENDER**).

BACKGROUND

- (A) The Lender has agreed under the Agreement to provide the Borrower with the Loan on a secured basis.
- (B) The Borrower is the owner of the Property.
- (C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan.
- (D) The Loan will be repaid in accordance with the Agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this mortgage.

Definitions:

Agreement: the loan agreement of even date herewith between the Borrower and the Lender for the provision of the loan secured by this mortgage.

Business Day: a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business.

Event of Default: any event or circumstance listed either the Agreement or in *Schedule 5* and where there is any conflict between the Agreement and this Deed the terms of *Schedule 5* of this Deed shall take precedence.

Delegate: any delegate of the Receiver appointed in accordance with this deed.

Encumbrance: as defined in the Agreement.

Event of Default: as defined in the Agreement.

Loan: as defined in the Agreement.

LPA 1925: the Law of Property Act 1925.

Property: the freehold property (whether registered or unregistered) owned by the Borrower described in *Schedule 1*.

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan, the Agreement and this mortgage.

Security Period: the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been discharged in full in accordance with clause 3.4 of the Agreement.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this mortgage and references to paragraphs are to paragraphs of the relevant Schedule.

A reference to this mortgage (or any provision of it) or to any other document referred to in this mortgage is a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties.

A reference to a person includes a natural person, corporate or unincorporated body, or any state or any agency of any person.

A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).

Clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage.

If there is an inconsistency between a defined term in this mortgage and in the Agreement, the provisions of this mortgage shall prevail.

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

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;

- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

The Schedules form part of this mortgage and shall have effect as if set out in full in the body of this mortgage. Any reference to this mortgage includes the Schedules.

2. LOAN

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of the Agreement and this mortgage.

3. PURPOSE OF LOAN

The Borrower shall use the Loan to purchase and develop the Property.

4. COVENANT TO PAY

The Borrower shall pay to the Lender and discharge the Secured Liabilities in accordance with the Agreement.

5. GRANT OF SECURITY

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of first legal mortgage.

6. PERFECTION OF SECURITY

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the 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 27 October 2022 in favour of AMML Properties Limited referred to in the charges register or their conveyancer."

7. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender in the terms set out in *Schedule 2* on each day during the Security Period.

8. COVENANTS

The Borrower covenants with the Lender in the terms set out in *Schedule 3*.

9. POWERS OF THE LENDER

The Lender shall have the powers set out in *Schedule 4*.

10. ENFORCEMENT OF SECURITY

10.1 When security becomes enforceable

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs (whether or not such an Event of Default is still continuing) whereupon it shall become immediately exercisable.

10.2 When statutory powers arise

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage.

11. RECEIVERS

11.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Property

11.2 Removal

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

11.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged

11.4 Power of appointment additional to statutory powers

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

11.5 Power of appointment exercisable despite prior appointments

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

11.6 Agent of the Borrower

Any Receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

12. POWERS OF RECEIVER

12.1 Powers additional to statutory powers

- (a) Any Receiver appointed by the Lender under this deed shall, in addition to the rights, powers and discretions conferred on him/her by statute, have the rights, powers and discretions set out in clause 12.2 to clause 12.18.
- (b) A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether he/she is an administrative receiver or not.
- (c) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- (d) Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Borrower, the directors of the Borrower or himself/herself.

12.2 Repair and developer the Property

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

12.3 Grant or accept surrenders of leases

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

12.4 Employee Personnel and Advisers

- (a) A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he/she thinks fit.
- (b) A Receiver may discharge any such person or any such person appointed by the Borrower.

12.5 Make and provide VAT options to tax

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

12.6 Charge for remuneration

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

12.7 Take possession

A Receiver may take immediate possession of, get in and realise any assets charged under the terms of this legal charge.

12.8 Manage or reconstruct of the Borrowers Business

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

12.9 Dispose of Property

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

12.10 Give valid receipts

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

12.11 Make Settlements

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

12.12 Bring legal action

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to the Property or any part thereof as he/she thinks fit.

12.13 Insure

A Receiver may, if he/she thinks fit, but without prejudice to the indemnity in clause 15, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this deed.

12.14 Borrow

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

12.15 Redeem Prior Security

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

12.16 Delegation

A Receiver may delegate his/her powers in accordance with this deed.

12.17 Absolute beneficial

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

12.18 Incidental powers

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

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

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

13. DELEGATION

13.1 Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it or him/her by this deed

13.2 Terms

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

13.3 Liability

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

14. APPLICATION OF PROCEEDS

14.1 Order of application proceeds

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

- (a) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;
- (b) in or towards payment of the Secured Liabilities in any order and manner that the Lender determines; and
- (c) in payment of the surplus (if any) to the Borrower or other person entitled to it

17.2 Appropriation

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

15. COSTS

The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

- (a) this mortgage or the Property; or
- (b) suing for, or recovering, any of the Secured Liabilities.

Including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this mortgage.

16. POWER OF ATTORNEY

16.1 Appointment of attorneys

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

- (a) the Borrower is required to execute and do under this deed; or

any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate.

16.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 16.1.

17. RELEASE

On the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, as soon as reasonably practicable take whatever action is necessary to release the Property from the security constituted by this mortgage.

18. ASSIGNMENT AND TRANSFER

18.1 Assignment by the Lender

The Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this mortgage to any person and shall give notice of such assignment to the Borrower.

18.2 Assignment by the Borrower

The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

19. CONTINUING SECURITY

19.1 Continuing security

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lender discharges this mortgage in writing.

19.2 Rights cumulative

The rights and remedies of the Lender provided under this mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to, and not exclusive of, any rights and remedies provided by law.

19.3 Waivers

Any waiver of any right or remedy by the Lender under this mortgage or by law is only effective if given in writing and signed by the Lender and shall not be deemed a waiver of any other breach or default. It applies only in the circumstances for which it is given, and shall not prevent the Lender from subsequently relying on the relevant provision.

19.4 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.

19.5 Delay

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver.

20. COUNTERPARTS

This mortgage may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

21. NOTICES

21.1 Request for writing

Any notice or other communication given under, or in connection with, this mortgage must be in writing.

21.2 Delivery methods

Any notice or other communication given or delivered under this mortgage must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first-class post or other next working day delivery service.

21.3 Address for service

Any notice or other communication to be given or delivered under this mortgage must be sent to the relevant party as follows:

- (a) to the Borrower at:
14 Bottom Lane Stoke Albany Leicestershire LE16 8PN
- (b) to the Lender at:
First Floor 149 St Marys Road Market Harborough Leicestershire LE16 7DZ
marked for the attention of: Avi Levine

or as otherwise specified by the relevant party by notice in writing to each other party.

21.4 Deemed receipt

Any notice or other communication that the Lender gives to the Borrower under, or in connection with, this mortgage will be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by fax, when received in legible form.

21.5 Delivery on Non-Business Day

A notice or other communication given as described in clause 21.4(a) or clause 21.4(c) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

21.6 Non application of email or fax

A notice or other communication given under or in connection with this mortgage is not valid if sent by e-mail or fax.

21.7 Non application to proceedings

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. GOVERNING LAW

This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23. JURISDICTION

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

24. THIRD PARTY RIGHTS

A person who is not a party to this mortgage shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this mortgage.

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

Schedule 1**Property**

68 Cliff Road, Sheringham, Norfolk NR26 8BJ and Land on the South side of Cliff Road, Sheringham as the same is registered at the Land Registry and forms the whole of Title Numbers NK91594 and NK92369

Schedule 2

Representations and warranties

1. OWNERSHIP OF PROPERTY

The Borrower is the legal and beneficial owner of the Property and has good and marketable title to the Property.

2. NO ENCUMBRANCES

The Property is free from any Encumbrances other than the Encumbrance created by this mortgage.

3. ADVERSE CLAIMS

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.

4. ADVERSE COVENANTS

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property.

5. NO BREACH OF LAWS

There is no breach of any law or regulation which materially adversely affects the Property.

6. NO INTERFERENCE IN ENJOYMENT

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

7. NO OVERRIDING INTERESTS

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

8. AVOIDANCE OF SECURITY

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the insolvency of the Borrower or otherwise.

9. NO PROHIBITIONS OR BREACHES

There is no prohibition on the Borrower assigning its rights in the Property and the entry into this mortgage by the Borrower does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Borrower or its assets.

Part 1. General covenants**1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

Save in relation to the disposal of residential units in the ordinary course of the business of the Borrower. The Borrower shall not at any time, except with the prior written consent of the Lender:

- (a) create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- (c) create or grant any interest in the Property in favour of a third party.

2. PRESERVATION OF PROPERTY

The Borrower shall not knowingly do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this mortgage.

3. ENFORCEMENT OF RIGHTS

The Borrower shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to the Property or any part thereof which the Lender may require from time to time.

4. COMPLIANCE WITH LAWS

The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting the Property or any part thereof and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew the Property or any part thereof.

Part 2. Property covenants**1. REPAIR AND MAINTENANCE**

The Borrower shall once development has taken place keep all fixtures and fittings on the Property in good repair and condition and shall keep the Property adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

2. INSURANCE

- 2.1 The Borrower shall insure and keep insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus

or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and acrias, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Landlord reasonably requires to be insured against from time to time.

- 2.2 The Borrower shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 2.1 of this Part 2, Schedule 3.

3. INSURANCE PREMIUMS

The Borrower:

- (a) shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect; and
- (b) shall (if the Lender so requires) produce to the Lender the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies.

4. NO INVALIDATION OF INSURANCE

The Borrower shall not knowingly do or omit to do or permit to be done or omitted any thing that may invalidate or otherwise prejudice any insurance policies relating to the Property.

5. INSURANCE POLICIES' PROCEEDS

All monies payable under any of the insurance policies relating to the Property at any time (whether or not the security constituted by this mortgage has become enforceable) shall:

- (a) immediately be paid to the Lender; or
- (b) if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower upon trust for the Lender.

6. LEASES AND LICENCES AFFECTING THE PROPERTY

The Borrower shall not, without the prior written consent of the Lender which consent, in the case of paragraph 6(d), is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent:

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or

- (b) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property; or
- (c) let any person into occupation of or share occupation of the whole or any part of the Property; or
- (d) grant any consent or licence under any lease or licence affecting the Property.

7. NO RESTRICTIVE OBLIGATIONS

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

8. PROPRIETARY RIGHTS

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

9. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS

The Borrower shall:

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

10. NOTICES OR CLAIMS RELATING TO THE PROPERTY

The Borrower shall:

- 10.1 Give full particulars to the Lender of any notice, application or requirement given or made by any public or local body or authority (a Notice) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.
- 10.2 If the Lender so requires, immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may reasonably desire.

11. INSPECTION

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

12. VAT OPTION TO TAX

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

12.1 Exercise any VAT option to tax in relation to the Property.

12.2 Revoke any VAT option to tax exercised prior to and disclosed to the Lender in writing prior to the date of this mortgage.

Schedule 4

Powers of the Lender

1. POWER TO REMEDY

1.1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.

1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 4, the Lender and its agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

2. EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this mortgage. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

Schedule 5 Events of Default

1. NON-PAYMENT

The Borrower fails to pay any sum payable by it under the Agreement or this mortgage when due, unless its failure to pay is caused solely either by:

- 1.1 An administrative error or technical problem and payment is made within five Business Days of its due date.
- 1.2 An event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made under the Agreement or this mortgage.

2. NON-COMPLIANCE

The Borrower fails (other than a failure to pay) to comply with any provision of the Agreement or this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within 14 Business Days of the earlier of:

- 2.1 The Lender notifying the Borrower of the default and the remedy required.
- 2.2 The Borrower becoming aware of the default.

3. MISREPRESENTATION

Any representation, warranty or statement made by the Borrower in relation to the Agreement or this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made.

4. INSOLVENCY

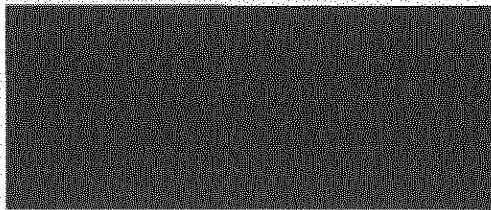
- 4.1 The Borrower stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due.
- 4.2 A petition for a winding up order or the appointment of a receiver or administrator or a liquidator is presented or is made against the Borrower.

5. GENERAL

- 5.1 Any obligation for the payment or repayment of money, whether present or future, actual or contingent, sole or joint of the Borrower is not paid when due; and/or
- 5.2 Any encumbrance to secure any indebtedness of the Borrower becomes enforceable or capable of being enforced; and/or
- 5.3 Any other event or series of events or any circumstances whether related or not (including but without limitation any adverse change in the business, assets or financial

condition of the Borrower) occur(s) or arise(s) which, in the reasonable opinion of the Lender acting reasonably, may be likely to have a material adverse effect on the Borrower or its ability or willingness to perform or comply with any of its obligations under the Agreement or this mortgage.

Signed as a deed by
DEFINE DATA LIMITED
Acting by two Directors
in the presence of:



Signed as a deed by **AMML**
Properties Limited acting by a
Director in the presence of:

Witness

Name.....

Address.....
.....

Occupation.....