

MR01

Particulars of a charge

314314/182

IRIS Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge
delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery

☐ You **must** enclose a certified copy of the instrument with this form This
scanned and placed on the public record

TUESDAY



A31
16/09/2014
COMPANIES HOUSE #9

For official use

1

Company details

Company number 0 4 9 6 6 4 7 2

Company name in full CORPORATE SUPPORT SOLUTIONS LIMITED

→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 0 9 1 0 2 0 1 4

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name THE NORTH EAST GROWTH 500 PLUS LIMITED PARTNERSHIP

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

By way of legal mortgage the freehold property at Picktree Court, Picktree Lane, Chester le Street, County Durham, DH3 3SY (registered with title number DU157349) together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time on such property

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Wate But UP X

This form must be signed by a person with an interest in the charge

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Paul Wigham

Company name Watson Burton LLP

Address 1 St James Gate

Post town Newcastle

County/Region Tyne & Wear

Postcode N E 9 9 1 Y Q

Country

DX

Telephone 0191 244 4444



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 4966472

Charge code: 0496 6472 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th September 2014 and created by CORPORATE SUPPORT SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th September 2014

P

Given at Companies House, Cardiff on 19th September 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

9 September 2014

- (1) **CORPORATE SUPPORT SOLUTIONS LIMITED**
- (2) **THE NORTH EAST GROWTH 500 PLUS LP**

CHARGE BY WAY OF LEGAL MORTGAGE

We certify that this is a true
copy of the original document

Watson Burton LLP

WATSON BURTON LLP

1 ST JAMES' GATE

NEWCASTLE UPON TYNE NE99 1YQ

DEED OF CHARGE dated
MADE BETWEEN:

9 September 2014

- (1) **CORPORATE SUPPORT SOLUTIONS LIMITED** a company incorporated in England and Wales (Registered Number 04966472) whose registered office is at Picktree Court, Picktree Lane, Chester le Street, County Durham, DH3 3SY (the "**Mortgagor**") and
- (2) **THE NORTH EAST GROWTH 500 PLUS LP** a limited partnership incorporated in England and Wales (Registered Number LP013802) whose registered office is at Oakleigh House, 14-16 Park Place, Cardiff, CF10 3DQ acting by **NE GROWTH 500 LP LIMITED**, as the general partner of **THE NORTH EAST GROWTH 500 PLUS LP**, a company incorporated in England and Wales (Registered Number 07169711) whose registered office is at Oakleigh House, 14-16 Park Place, Cardiff, CF10 3DQ, acting by **FW CAPITAL LIMITED**, a company incorporated in England and Wales (Registered Number 07078439) whose address for service is at Oakleigh House, 14-16 Park Place, Cardiff, CF10 3DQ (the "**Lender**")

1. DEFINITIONS

In this Deed unless the context requires otherwise

- 1 1 "**Agreement for Lease**" means all present and future agreements, contracts, options or undertakings for or in connection with the creation of any estate, interest or right in or over the Property (including, without limitation, for any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis),
- 1 2 "**Business**" means the trade or business carried on by the Mortgagor at the Property,
- 1 3 "**Charged Assets**" means the property, assets, debts, rights and undertaking which at any time shall be or ought under any provision of this Deed to be charged or mortgaged or assigned in favour of or held by the Lender as specific security for the payment and discharge of all Liabilities and references to the "Charged Assets" include references to any part of them;
- 1 4 "**Company**" means Pacifica Group Limited,
- 1 5 "**Interest Rate**" means the rate charged to the Mortgagor by the Lender from time to time on the Liabilities,

- 1 6 **"Event of Default"** means the occurrence of any of the following events
- 1 6 1 if any of the Liabilities shall not be paid or discharged by the Mortgagor when due, or
- 1 6 2 if the Mortgagor breaches any provisions of this Deed or of any agreement containing any terms and conditions of or applicable to the Liabilities
- 1 7 **"Full Title Guarantee"** has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994,
- 1.8 **"Group"** has the meaning given to it in the Loan Agreement
- 1 9 **"Insolvency Act"** means the Insolvency Act 1986,
- 1.10 **"Liabilities"** means all monies, obligations and liabilities whether principal, interest or otherwise which may now or at any time in the future be due or owing or incurred by the Mortgagor or the Company to the Lender (whether actual or contingent and whether incurred alone or jointly with another as principal, guarantor, surety or otherwise and in whatever name or style) together with interest, charges and other expenses,
- 1 11 **"Loan Agreement"** means a loan agreement dated on or about the date of this Debenture entered into between the Lender and the Borrower, and
- 1 12 **"LPA"** means the Law of Property Act 1925,
- 1 13 **"Material Adverse Effect"** means a material adverse effect on
- (a) the business, operations, property or condition (financial or otherwise) of the Group taken as a whole, or
 - (b) the ability of the Group to perform its obligations under the Finance Documents (as defined in the Loan Agreement), or
 - (c) the validity or enforceability of, or the effectiveness or ranking of any security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents
- 1 14 **"Permitted Security"** means

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group (as defined in the Loan Agreement),
- (b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group;
- (c) any security interest arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group, and/or
- (d) any security interest arising in favour of HSBC Bank plc and/or RBS Invoice Finance Limited (or either of the successors in title, transferees or assigns)

1 14 **"Property"** means the land and all easements and rights attached to such property and references to the Property include references to any part of it described in the Schedule including all buildings, fixtures and other structures and fixed plant and machinery from time to time thereon,

1 15 **"Receiver"** means a receiver appointed by the Lender under this Deed,

1 16 **"Security Interest"** means any mortgage, charge, pledge, lien, hypothecation, leasing, hiring, hire purchase agreement, trust, arrangement, title, retention, encumbrance, assignment, rights of set-off, third party rights or other security interest right or arrangement whatsoever and whether express or arising by operation of law

2. INTERPRETATION

In the interpretation of this Deed unless the context requires otherwise

2 1 references to particular clauses, sub-clauses, paragraphs or schedules are to clauses, sub-clauses, paragraphs or schedules of or to this Deed,

2 2 references to a person are to be construed to include corporations, firms, companies, partnerships, individuals, associations, states and administrative and governmental and other entities whether or not a separate legal entity,

- 2 3 references to any person are to be construed to include references to their respective person's successors, transferees and assigns whether direct or indirect,
- 2 4 the singular includes the plural and words in the plural shall include the singular;
- 2 5 words importing any gender include every gender;
- 2 6 headings are inserted for convenience only and shall be disregarded for the purposes of interpretation;
- 2 7 references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Deed) and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision,
- 2 8 the words "including" and "in particular" are to be construed as being by way of illustration or emphasis only and are not to be construed as, nor shall they take effect as, limiting the generality of any foregoing words,
- 2 9 the "security constituted" means all security created by or in connection with this Deed and not for the time being duly released,
- 2 10 references to this "Deed" include any other deed supplemental to this Deed or otherwise executed or entered into in connection with the provisions of this Deed, and
- 2 11 where the "Mortgagor" consists of two or more parties -
- 2 11 1 such expression shall in this Deed mean and include such two or more parties and each of them or (as the case may require) any of them,
- 2 11 2 all covenants, charges, agreements and undertakings expressed or implied on the part of the Mortgagor in this Deed shall be deemed to be joint and several covenants, charges, agreements and undertakings by such parties,
- 2 11 3 each shall be bound even if the other of them intended or expressed to be bound by this Deed shall not be so bound, and

2 11 4 the Lender 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 by such action releasing any other or others of them or otherwise prejudicing any of its rights under this Deed or otherwise.

3. PAYMENTS BY MORTGAGOR

3 1 The Mortgagor shall on demand pay and discharge the Liabilities when due to the Lender.

3 2 If not paid on their due date the Liabilities (and any sums awarded to the Lender by any order or judgement obtained in connection with this Deed) shall bear interest at the Interest Rate (both before and after any demand or judgement).

3 3 Interest on the Liabilities shall accrue (as the case may be)

3 3 1 from the date specified in this Deed as being the date upon which payment was due, or

3 3 2 from the date upon which they were incurred or are paid by the Lender or become due (whether at maturity, on acceleration, on demand or otherwise) whichever first occurs

to the date of actual payment without there being any need for demand to be made for the payment of such interest and such interest shall be compounded at the Lender's option and at intervals of the Lender's choice but without prejudice to the right of the Lender to require the payment of such interest

4. LEGAL MORTGAGE

4 1 As continuing security for the payment of the Liabilities the Mortgagor charges with Full Title Guarantee in favour of the Lender:

4 1.1 by way of legal mortgage the Property, the interest of the Mortgagor in any proceeds of sale or other disposal or grant of any interest in the Property whenever receivable or payable and the benefit of covenants for title by any predecessor in title of the Mortgagor and any money paid or payable under any such covenants, and

4.1 2 (without prejudice to the security created by the above legal mortgage)
by way of assignment

- (a) all rents and other income from time to time arising from or accruing on the Property or in connection with or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by the Mortgagor from the Property and the benefit to the Mortgagor of all other rights and claims which the Mortgagor is now or may in the future become entitled in connection with the Property including without limitation the benefit of all rights and claims of the Mortgagor against, and of all covenants given by, any tenant and licensee from time to time of the Property and of the guarantees and indemnities for any such obligations and any beneficial interest the Mortgagor may have from time to time in the Property or in any compensation or insurance money attributable to the Property;
- (b) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Mortgagor in connection with the Charged Assets and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Charged Assets and any other person, firm or company now or from time to time under the contract with or under a duty to the Mortgagor and the benefit of all sums recovered in any proceedings against all or any of such persons,
- (c) the benefit of all Agreements for Lease, all the proceeds of any claim, award or judgement arising out of any Agreement for Lease and all sums paid or payable to the Mortgagor under or in connection with any Agreement for Lease,

provided that nothing in this sub-clause shall constitute the Lender as a Lender in possession and that provided always that:

- (d) until an Event of Default has occurred and is continuing, the Mortgagor shall be entitled to exercise its rights under or in connection with the agreements and covenants referred to in sub-clauses 4 1 2 (a) to (c) above, and

- (e) on payment and discharge of the Secured Liabilities the Lender will at the request and cost of the person lawfully requiring the Lender so to do reassign the same and prior to such payment or discharge upon being requested so to do by the Borrower and upon being provided with a full indemnity for its costs, the Lender will either take such steps (including where appropriate the issue of proceedings) as the Borrower may require to enforce the terms of any of the agreements referred to in this Clause or, at the option of the Lender, having due regard to the representations made by the Borrower reassign the relevant agreement or the rights of action accrued thereunder to the Borrower to the extent necessary to enable the Borrower to enforce the same, and
- (f) the Lender shall not give any notice of assignment contained in this Clause to any person unless and until an Event of Default has occurred and is continuing

4 4 Following the occurrence of an Event of Default and subject to the terms of the Intercreditor Deed, The Mortgagor shall at any time, on written demand by the Lender, procure that all rents and other income assigned under clause 4 1 2 shall be paid directly to such account as the Lender may from time to time direct and the Mortgagor shall immediately upon any demand so instruct any tenant or licensee from time to time of the Property by notice in writing Following any such demand until such payment the Mortgagor shall hold all such rents and other income on trust for the Lender

4 5 Subject to the terms of the Intercreditor Deed, the Mortgagor shall at any time on written demand by the Lender execute as security for the payment or discharge of the Liabilities a letter of set-off, charge or other security agreement or instrument over or in connection with any balance from time to time standing to the credit of any account or accounts referred to in clause 4 4 in such form as the Lender may reasonably require and such document or instrument shall be prepared, completed and registered by or on behalf of the Lender at the cost of the Mortgagor

4 6 Until final redemption this Deed and the security created by it shall remain in full force and effect by way of continuing security and shall not be affected in any way by any settlement of account (whether or not any Liabilities remain outstanding after such settlement) or other matter or thing whatsoever

4 7 The parties to this Deed apply to the Chief Land Registrar for a restriction to be entered on the Register of the title(s) of the Property that

[No [disposition {or specify type of disposition}] of the registered estate [(other than a charge)] by the proprietor of the registered estate [, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated {date} in favour of {chargee} referred to in the charges register [or [their conveyancer {or specify appropriate details}]]]

5. FURTHER ASSURANCE

The Mortgagor shall from time to time and at all times promptly and at its own cost execute and do all such acts, documents, assurances, consents, deeds and things as the Lender may reasonably require for perfecting the security intended to be created by this Deed and for facilitating or effecting any dealings by the Lender under the powers of this Deed and shall from time to time and at all times after the security created by this Deed shall have become enforceable execute and do all such acts, documents, assurances, consents, deeds and things as the Lender may require for facilitating the realisation of any Charged Assets over which such security has become immediately enforceable and for the exercise by it of all the powers, authorities and discretions conferred by this Deed on the Lender or any Receiver appointed by it and in particular shall execute all transfers, conveyances, dispositions, assignments and assurances of the Charged Assets and shall give all notices, orders and directions which the Lender or any such Receiver may think expedient

6. DEALINGS WITH CHARGED ASSETS

- 6.1 The Mortgagor covenants with the Lender that it will not without the prior written consent of the Lender
 - 6.1.1 create or allow to be created any Security Interest on any of the Charged Assets capable of ranking in priority to or equally with the security created by this Deed or any right or option on the Charged Assets nor agree to do or allow any such matter save for any Permitted Security,
 - 6.1.2 sell, convey, transfer or otherwise dispose of any of the Charged Assets (or any interest in them) other than disposals of assets charged under clause 4.2 provided such disposals are made in the ordinary course of the Mortgagor's business for their market value, nor

6 1 3 for any of the Charged Assets

- (a) exercise or agree to exercise any of the powers of leasing and ancillary powers vested in or conferred on mortgagors in possession by common law or by sections 99 and 100 LPA, or
- (b) create or agree a tenancy of any land nor part with or share possession or occupation or agree to do so

7. COVENANTS BY THE MORTGAGOR

7 1 The Mortgagor covenants with the Lender that at all times during the continuance of any of the security created by this Deed it will

7 1 1 duly pay or cause to be paid all rents, rates, taxes, levies, assessments, impositions, calls and outgoings whether governmental, municipal or otherwise imposed upon or payable in connection with the Charged Assets or any part of them owned by it as and when such debts shall become payable,

7 1 2 duly observe and perform or cause to be duly observed and performed all obligations imposed by law and all covenants, obligations, agreements, stipulations, conditions and the terms of all conveyances, grants, leases, assignments, contracts, agreements and other deeds and documents affecting the Charged Assets owned by it or any part of them,

7 1 3 keep or cause to be kept the Property and every part of it in all material respects in a good and tenantable state of repair and condition (fair wear and tear excepted),

in each case where failure to do the same has or is reasonably likely to have a Material Adverse Effect

7 1 4 following completion of the development at the Property, not pull down or remove any building or erection on the lands for the time being forming part of the Property or the fixtures annexed to the Property without the previous consent in writing of the Lender except in connection with the renewal or replacement of such Property,

7 1 5 permit the Lender and such persons as the Lender shall from time to time appoint upon reasonable notice to enter into and to view the state and condition of it,

7 1 6 keep the Charged Assets insured with such insurer and against such risks as the Lender may reasonably require and to the Lender's reasonable satisfaction for its full replacement value with the interest of the Lender noted and duly pay all premiums and produce to the Lender when so requested evidence of such insurance and payment of premiums and subject to the rights of third parties under any statute, lease or tenancy and/or to the terms of the Intercreditor Deed, to have such moneys applied to or towards making good the loss or damage for which they were received and subject to the rights of any prior mortgage of the Charged Assets and/or the terms of the Intercreditor Deed, apply such insurance proceeds in making good the loss or damage for which such moneys were received or at the Lender's option in or towards the discharge of the Liabilities and pending such application the Mortgagor will hold such proceeds in trust for the Lender, and

7 1 8 not create or permit to arise or subsist any overriding interest or excluded interest under the Land Registration Act 2002 in relation to the Property nor permit any person to become entitled to any proprietary right or interest in the Property,

and in default of any such covenant it shall be lawful for but not incumbent upon the Lender to enter on the Property and to do and pay all such acts and expenses as the Lender may deem necessary to prevent or remedy any breach and the Mortgagor shall on demand repay to the Lender any such money expended by the Lender with interest at the Interest Rate and until such payment such debts shall be secured on the Charged Assets

8. REPRESENTATIONS AND WARRANTIES

8 1 The Mortgagor represents and warrants to the Lender that

8 1 1 it has and will at all times have the necessary power to enter into and perform its obligations under this Deed,

8 1 2 this Deed constitutes its legal, valid, binding and enforceable obligations and is a security over the Charged Assets and every part of it effective in accordance with its terms, and

8.1.3 all necessary authorisations and consents to enable or entitle it to enter into this Deed have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Deed

9. LENDER'S POWERS OF ENFORCEMENT

Sections 103 and 109 of the LPA shall not apply to this Deed and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under this Deed) shall arise on the execution of this Deed and shall become immediately exercisable without the restrictions contained in the LPA on giving of notice or otherwise at any time after the occurrence of an Event of Default. Upon the occurrence of an Event of Default the whole of the Liabilities will become payable.

10. LENDER'S POWER TO APPOINT A RECEIVER

10.1 At any time

10.1.1 after the occurrence of an Event of Default, or

10.1.2 upon request by the Mortgagor,

the Lender may in its discretion without further notice appoint in writing a Receiver or Receivers over all or any part of the Charged Assets with power (subject to the provisions of the Insolvency Act 1986) from time to time to remove any Receiver so appointed and appoint one or more Receivers in his place. Where two or more persons are appointed as Receivers they shall have the power to act severally as well as jointly.

10.2 The Lender may from time to time determine the remuneration of such Receiver.

10.3 Every such Receiver shall be the agent of the Mortgagor for all purposes and the Mortgagor alone shall be responsible for his acts and defaults, loss or misconduct and for his remuneration and the Lender shall not incur any liability as a result of its making or consenting to his appointment as such Receiver.

11. POWERS, RIGHTS AND DUTIES OF RECEIVER

11.1 The Receiver shall have and be entitled to exercise all powers conferred by the LPA and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed under such statutes and in particular by way of addition to but

without limiting any general powers referred to above (and without prejudice to any of the Lender's powers referred to above) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely

- 11.1.1 to take possession of, collect and get in all or any part of the Charged Assets,
- 11.1.2 to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit,
- 11.1.3 to borrow moneys from the Lender or others on the security of the Charged Assets for the purpose of exercising any of his powers,
- 11.1.4 to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
- 11.1.5 to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or any part of it on such terms and conditions and for such consideration and payable at such time to time as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
- 11.1.6 to take, continue or defend proceedings or make any arrangement or compromise between the Mortgagor and any persons which he may think expedient,
- 11.1.7 to make and effect all repairs and improvements;
- 11.1.8 to effect such insurances of or in connection with the Charged Assets as he shall in his absolute discretion think fit,
- 11.1.9 to purchase materials, tools, equipment, goods or supplies,
- 11.1.10 to carry on the Business,
- 11.1.11 to appoint managers, officers, contractors and agents for the above purposes upon such terms concerning remuneration or otherwise as he may determine, or

11.1.12 to do all such other acts and things as may be considered to be incidental or conducive to any of the above matters or powers and which he lawfully may or can do

11.2 Any moneys received by the Receiver in the exercise of his powers under this Deed and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration and any balance shall be paid to the person or persons entitled to it

12. LENDER AND RECEIVER LIABLE ONLY FOR ACTUAL RECEIPTS

The Lender shall not nor shall any Receiver appointed by it or its agents be liable by reason of an entry into possession of the Charged Assets or any part of them to account as Lender in possession or for anything except actual receipts or be liable for any loss on realisation or for any default or omission for which a Lender in possession might be liable

13. PROTECTION OF THIRD PARTIES

No person dealing with the Lender or any Receiver shall be concerned to enquire whether the security created by this Deed has become enforceable or whether any power exercised or purported to be exercised under this Deed has become exercisable or whether any money remains due on the security created by this Deed or to see to the application of any money paid to the Lender or to any such Receiver and such dealing shall be deemed to be within the powers conferred by this Deed and the remedy of the Mortgagor for any irregularity in the exercise of such powers shall be in damages only.

14. LENDER'S RIGHTS

At any time after this Deed becomes enforceable all powers of the Receiver may be exercised by the Lender whether as attorney of the Mortgagor or otherwise.

15. POWER OF ATTORNEY

15.1 Following the occurrence of an Event of Default, the Mortgagor irrevocably and by way of security appoints the Lender and any Receiver for the time being jointly and also severally to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things

which may be required for carrying out any obligation imposed on the Mortgagor by this Deed

- 15.2 The Mortgagor ratifies and confirms and agrees to ratify and confirm whatever any such attorney or attorneys shall do or purport to do in the exercise or purported exercise of the power of attorney in clause 15.1 and the Mortgagor irrevocably acknowledges and agrees that the said power of attorney is amongst other matters given to secure the performance of such obligation to ratify and confirm owed to the Lender and any Receiver by the Mortgagor

16. REMEDIES CUMULATIVE ETC

- 16.1 The rights, powers and remedies provided by this Deed are cumulative and are not nor are they to be construed as being exclusive of any rights powers or remedies provided by law or otherwise.
- 16.2 No failure on the part of the Lender to exercise or delay on its part in exercising any of its respective rights, powers and remedies provided by this Deed or by law (collectively the "Rights") shall operate as a waiver of the Rights nor shall any single or partial waiver of any of the Rights preclude any further or other exercise of that one of the Rights concerned or the exercise of any other of the Rights
- 16.3 All costs, charges and expenses reasonably and properly incurred by the Lender in connection with this Deed or the Liabilities shall be reimbursed by the Mortgagor to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement and be secured on the Charged Assets
- 16.4 The Lender and every Receiver, attorney or other person appointed by the Lender under this Deed and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Charged Assets for all liabilities and expenses reasonably and properly incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Deed and against all actions, proceedings, losses, costs, claims and demands for any matter or thing done or omitted in any way connected to the Charged Assets and the Lender and any such Receiver may retain and pay all sums for such matters out of the monies received under the powers conferred by this Deed
- 16.5 The restriction on the right of consolidating mortgage securities contained in Section 93 LPA shall not apply to this Deed

17. PRIOR SECURITY INTEREST

- 17.1 At any time after any powers conferred by any security interest having priority over the security constituted by this Deed shall have become exercisable the Lender may redeem such or any other prior Security Interest or procure the transfer of it to itself and may settle and pass the accounts of the holder of such Security Interest and any accounts so settled and passed shall be conclusive and binding on the Mortgagor
- 17.2 All money, interest, costs, charges and expenses of or incidental to such redemption or transfer shall be paid by the Mortgagor to the Lender on demand

18. TRANSFERS

- 18.1 This Deed is freely assignable or transferable by the Lender
- 18.2 The Mortgagor may not assign or transfer any of its obligations under this Deed or enter into any transaction which would result in any of those obligations passing to another person
- 18.3 The Lender may disclose to any person related to the Lender and/or any person to whom it is proposing to transfer or assign or has transferred or assigned this Deed any information about the Mortgagor

19. AVOIDANCE OF PAYMENTS

- 19.1 No assurance, security or payment which may be avoided or adjusted under any enactment relating to bankruptcy or insolvency or under Part VI of the Insolvency Act 1986 or similar legislation binding on the Mortgagor in a jurisdiction other than England and Wales and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment shall prejudice or affect the right of the Lender to recover from the Mortgagor (including the right to recover any monies which it may have been compelled by due process of law to refund under the provisions of the Insolvency Act 1986 and any costs payable by it or otherwise incurred in connection with such process) or to enforce the security created by or in connection with this Deed to the full extent of all monies and liabilities secured by this Deed
- 19.2 The Lender can retain the security created by this Deed for a period of 25 months after all the Liabilities have been paid and discharged in full notwithstanding any release, settlement, discharge or arrangement given or

made by the Lender on or as a consequence of such payment or termination of liability. If at any time within the period of 25 months after such payment or discharge a petition shall be presented to a court for an order for the winding up of the Mortgagor or any person ("the Principal Debtor") whose liabilities to the Lender have been guaranteed by the Mortgagor or an application is made to a court for an administration order for the Mortgagor or the Principal Debtor, or any person gives notice of its intention to appoint an administrator of the Mortgagor or of the Principal Debtor, or any person files with the court a notice of intention to appoint an administrator or a notice of appointment of an administrator of the Mortgagor or the Principal Debtor, or the Mortgagor or the Principal Debtor shall commence to be wound up or to go into administration or any analogous proceedings shall be commenced by or against the Mortgagor or the Principal Debtor, the Lender shall be at liberty to continue to retain such security for and during such further period as the Lender may determine. The Mortgagor agrees that in such event such security shall be deemed to have continued to have been held as security for the payment and discharge to the Lender of all the Liabilities.

20. PROVISIONS SEVERABLE

Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining such provisions shall not in any way be affected as a result.

21. LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with the provisions of the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

22. DELIVERY

The Mortgagor has executed this Deed as a deed on the condition that it shall not be created for the purposes of the Companies Act 1985 Section 395 nor delivered for the purposes of Section 36A of that Act until it is dated by or on behalf of the parties.

23. COUNTERPARTS

This Deed may be executed in any number of counterparts in which case this Deed will be as effective as if all signatures on the counterpart were on one single copy of the Deed

24. INTERCREDITOR DEED

Notwithstanding any other provision of this Deed, the provisions of this Deed shall be subject to the terms of the Intercreditor Deed and in the event of any inconsistency between the terms of this Deed and the Intercreditor Deed, the Intercreditor Deed will prevail.

THIS CHARGE has been executed as a deed by the Mortgagor and under hand by the Lender on the date stated above

THE SCHEDULE

The Property

All that freehold land known as Picktree Court, Picktree Lane, Chester le Street,
County Durham, DH3 3SY as registered at HM Land Registry under Title Number
DU157349

EXECUTED as a Deed by
**CORPORATE SUPPORT
SOLUTIONS LIMITED**
acting by

Director

)
)
)


Director / Secretary



In the presence of
(Witness signature)

Name .

Occupation .. .

Address . . .

Witness Signature (only required
if signed by one Director)

SIGNED by

)
)
)
for and on behalf of **THE NORTH EAST GROWTH 500 PLUS LP**
acting by **NE GROWTH 500 LP LIMITED**, as the general partner)
of **THE NORTH EAST GROWTH 500 PLUS LP**, acting by **FW**)
CAPITAL LIMITED